

THIS AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_,

by and between \_\_\_\_\_ of \_\_\_\_\_,  
(CORPORATE NAME) (STATE OF INCORPORATION)

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a New York and Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called the "Company", is for a supply of electric energy to be delivered, by the Company, to the Customer's premises located at

STREET ADDRESS

CITY-VILLAGE-TOWNSHIP

The supply shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

1. This Agreement shall be for a period of five (5) years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or whenever service is made available after that date, and thereafter shall be extended from month to month until terminated by mutual consent of the parties hereto or on twelve months written notice by either party, which may be given at any time after the end of the fourth year. Where special services are required, the term will be specified in the applicable contract rider attached hereto and made a part hereof.

2. The Company shall furnish the Customer service twenty-four hours a day subject, however, to interruption by agreement or upon advance notice or by accident or other causes not under the reasonable control of the Company. Service is also subject to interruption by action of the Emergency Electrical Procedures as delineated in Rule B-3.7.

3. The Customer shall pay for the supply of electric energy delivered by the Company at the rate shown on the final page being the current rate as approved by the Michigan Public Service Commission.

4. With respect to the monthly billing rate, the following definitions apply:

a. Monthly On-Peak Billing Demand - The monthly on-peak billing demand shall be the average of the four weekly highest 30-minute integrated readings of the demand meter during the on-peak hours of the billing period. The weekly demand is the highest of the daily demands established on seven-day intervals commencing with the first day of the billing period. (The period after the first 21 days of each month is considered to be the fourth week.) In no event will the monthly on-peak billing demand be less than 65% of the highest monthly on-peak billing demand during the billing months of June, July, August, September, and October of the preceding eleven billing months, nor less than 50 kilowatts

b. Schedule of On-Peak Hours - Periods of light load on the Company's power plants are known as off-peak hours. To encourage the use of power at these times the Company offers to its qualified customers a lessened energy charge.

On-peak hours are those hours between 1100 hours and 1900 hours in each day, Monday through Friday, legal holidays excluded.

The following will be considered legal holidays for the purpose of applying this schedule: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. "Monday" holidays, where legally recognized, will be recognized in place of the "traditional" holidays.

Schedule of on-peak hours also applies to on-peak and off-peak kWh charges.

c. **FUEL COST ADJUSTMENT AND PURCHASED POWER COST ADJUSTMENT**

Fuel Cost Adjustment - The fuel cost adjustment shall consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the average delivered cost of fuel burned monthly above or below a cost base of 17.16mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one-hundredth mill per kWh. The average delivered cost of fuel burned per kWh shall equal the calendar month cost of fossil and nuclear fuel divided by the calendar month net system kWh requirements. The adjustments shall apply to the third billing month following the calendar month in which the fuel is burned.

To correct for the three month lag in this procedure between cost incurrence and billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for the purposes of the fuel cost adjustment without expressed authorization by the Michigan Public Service Commission.

Purchased and Net Interchange Power Adjustment - The purchased and net interchange power adjustment shall, in accordance with the hearings procedures adopted by the Michigan Public Service Commission, consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the cost of purchased or net interchange power incurred monthly above or below a cost base of 4.67 mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one-hundredth mill per kWh. The cost of purchased and net interchange power per kWh shall equal the calendar month incurred cost of purchased and net interchange power divided by the calendar month net system kWh requirements. The adjustment, in accordance with the hearings procedures adopted by the Michigan Public Service Commission, shall apply to the third billing month following the calendar month in which the power is purchased and interchanged.

To correct for the "three month lag" in this procedure between cost incurrence and billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for purposes of the purchased and net interchange power adjustment without expressed authorization by the Michigan Public Service Commission.

During a period of emergency, if the Company resorts to non-economic dispatch pursuant to Commission approval, the 10% penalty clause will be waived.

- d. Power Factor Clause—The rates and charges under this tariff are based on the customer maintaining power factor of not less than 85% lagging. Power factor determinations are as follows: For the determination of power factor, the Company will install a lagging reactive component meter in addition to the kilowatt-hour meter used for the measurement of energy. From the readings of these two meters the power factor for the regular billing period, usually a calendar month, will be determined according to the following table:

<u>Ratio of Registration of Reactive Component Meter to Registration of Kilowatt-hour Meter</u>	<u>Power Factor</u>
1.021 and higher	.699 and lower
1.020 to .883	.700 to .749
.822 to .752	.750 to .799
.751 to .622	.800 to .849
.621 to .000	.850 to 1.000

Power Factor: A penalty will be applied to the total amount of the monthly billing in accordance with the following table:

<u>Power Factor</u>	<u>Penalty</u>
.850 and higher	None
.800 to .849	1%
.750 to .799	2%
.700 to .749	3%

Power factors less than .700 are not permitted and necessary corrective equipment must be installed by the customer. A 25% penalty will be applied to any billing after two consecutive months below .700 power factor and will continue as long as the power factor remains below .700. The first two consecutive months below .700 the penalty will be 3%. Once the Customer's power factor exceeds .700, it is necessary to go through two consecutive months below .700 again before the 25% penalty applies.

5. The contract capacity however established shall not be decreased during the term of the contract and subsequent renewal periods as long as service is required unless there is a specific reduction in connected load. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity.

6. Applications for electric service which require construction of a system line extension or other facilities will be subject to the provisions of Rule B-3.3.

7. Customer-owned equipment must be operated so that voltage fluctuations on the primary distribution system of the Company shall not exceed permissible limits.

8. The Customer may be permitted to transfer from this rate to a secondary-commercial rate, provided they can meet the availability requirements, if the load characteristic changes sufficiently so that the Customer would benefit by the change for the foreseeable future even though metering was continued at primary voltage. Frequent changes, however, from one rate to another for a period less than one full year will not be permitted in accordance with Rule B-2.4 — Choice of Rates.

For example, during the period that a building is under construction, primary service may be supplied and metered at primary voltage and billed on a secondary rate while the building is under the jurisdiction of the contractor.

Also, for the convenience of the utility, service to a large school complex or a high rise building where, as a matter of design, primary voltage is furnished with Company-owned transformers at remote locations fed by Customer-owned primary cables, the account can be billed on a secondary rate though metered at one central primary voltage location at or near the termination of the utility owned cables.

At the option of the Company, service may be supplied at the primary voltage and metered at a secondary voltage when the customer transfers from a secondary rate. For loads metered at a secondary voltage (less than 600V), all measured kWhs shall be increased by 2%.

9. In some cases the Customer is eligible to take service under anyone of two or more rates. If requested, the Company will advise the Customer in the selection of the rate which will give him the lowest cost of service, based on the information at hand, but the responsibility for the selection of the rate lies with the Customer.

a. After the Customer has selected the rate under which he elects to take service, he is not permitted to change from that rate to another until twelve months have elapsed. Neither will a Customer be permitted to evade this rule by the device of temporarily terminating his service.

b. However, the Company may, at its option, waive this rule where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate. As used in this rule, the word "rate" shall include applicable riders.

10. The Primary Supply Rate and the Rules and Regulations applicable thereto as set forth in the Company's Rate Schedule are on file with and have been approved by the Michigan Public Service Commission. The Rate Schedule is subject to change from time to time by order issued by the Michigan Public Service Commission.

a. The supply is also governed by the Rules for Electrical Service established by the Michigan Public Service Commission (M.P.S.C. Case No. 6400), and by the Rules of the Company on file with the Commission which do not form a part of the Rate Schedule. All Rules are subject to change from time to time.

11. The Customer \_\_\_\_\_ another source of power, and desires an initial contract capacity of \_\_\_\_\_ kilowatts, at a nominal voltage of \_\_\_\_\_ volts.

HAS OR HAS NOT

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

## PRIMARY SUPPLY RATE

**AVAILABILITY OF SERVICE:** Available to customers desiring service at primary, sub-transmission, or transmission voltage who contract for a specified capacity of not less than 50 kilowatts at a single location.

**HOURS OF SERVICE:** 24 hours, subject to interruption by agreement or by advance notice.

**CURRENT, PHASE AND VOLTAGE:** Alternating current, three-phase, nominally at 4,800, 13,200, 24,000, 41,570 or 120,000 at the option of the Company.

**CONTRACT CAPACITY:** Customers shall contract for a specified capacity in kilowatts sufficient to meet normal maximum requirements but not less than 50 kilowatts. The Company undertakes to provide the necessary facilities for a supply of electric power from its primary distribution system at the contract capacity. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity. Customers served at more than one voltage level shall establish separate contract capacities for each voltage level.

### RATE PER MONTH:

Service Charge:

\$225.00 per customer per month.

Demand Charges:

\$9.41 per kW for on-peak billing demand, plus:

For primary service (less than 24 kV) \$2.80 per kW of maximum demand.

For service at subtransmission voltage level (24 to 41.6 kV) \$2.00 per kW of maximum demand.

For service at transmission voltage level (120 kV and above) \$1.50 per kW of maximum demand.

The maximum demand shall be the highest 30-minute demand created during the previous 12 billing months, including the current month but not less than 50% of contract capacity. This clause is applicable to each voltage level served.

**SUBSTATION CREDIT:** Available to customers served at subtransmission voltage level (24 to 41.6kV) or higher, who provide the on site substation including all necessary transforming, controlling and protective equipment. A credit of \$.26 per kW of maximum demand shall be applied to the maximum demand charge. A 1% credit shall be applied to the energy charge where the service is metered on the primary side of the transformer.

Energy Charge:

3.75¢ per kWh for all on-peak kWh

3.05¢ per kWh for all off-peak kWh.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**SURCHARGES AND CREDITS:** As approved by the Commission. See Schedule Designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**EMERGENCY LOAD MANAGEMENT DISCOUNT:** (Available for loads of 500 kW or more)

A credit of \$.25 per kW of on-peak monthly billing demand shall be applied to any customer who contracts in writing to permit the Company to curtail his entire load during a period of short-term power emergency as a means of emergency load management. As applied in rule B-3.7.

**DEFINITION OF CUSTOMER VOLTAGE LEVEL:** See Schedule Designation B-4.7.

**MINIMUM CHARGE:** The billing demand charge as above plus the service charge. The Power Factor Clause shall not operate to increase the monthly minimum charge.

**SCHEDULE OF ON-PEAK HOURS:** See Schedule Designation B-4.4.

**POWER FACTOR CLAUSE:** The rates and charges under this tariff are based on the customer maintaining a power factor of not less than 85% lagging. Power factor less than 70% will not be permitted and the customer will be required to install at his own expense such corrective equipment as may be necessary to improve power factor. A penalty will be applied to the total amount of the monthly billing for electric energy for power factor below 85% lagging in accordance with the table in Power Factor Determination, Schedule Designation B-4.5. The Power Factor Clause shall not be applied to the on-peak billing demand ratchet nor to the minimum contract demand, but will be applied to metered quantities.

Effective on service rendered on and after April 1, 1983,  
under authority of Order of the Michigan Public Service  
Commission dated March 31, 1983, in Case U-6949.

THIS AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_ ,

by and between \_\_\_\_\_ of \_\_\_\_\_,  
(CORPORATE NAME) (STATE OF INCORPORATION)

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a New York and Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called the "Company", is for a supply of electric energy to be delivered, by the Company, to the Customer's premises located at

\_\_\_\_\_  
STREET ADDRESS

in the \_\_\_\_\_  
CITY-VILLAGE-TOWNSHIP

The supply shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

1. This Agreement shall be for a period of five (5) years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or whenever service is made available, and thereafter shall be extended from month to month until terminated by mutual consent of the parties hereto or on twelve months written notice by either party, which may be given at any time after the end of the fourth year. Where special services are required, the term will be specified in the applicable contract rider attached hereto and made a part hereof.

2. The Company shall furnish the Customer service twenty-four hours a day subject, however, to interruption by agreement or causes beyond the control of the Company. Service will be at transmission voltage (120,000 volts or more).

3. The Customer shall pay for the supply of electric energy delivered by the Company at the rate shown on the back page being the current rate as approved by the Michigan Public Service Commission.

4. With respect to the monthly billing rate, the following definitions apply:

- a. Monthly On-Peak Billing Demand: The monthly on-peak billing demand shall be the highest hourly integrated reading of the demand meter during the on-peak hours of the billing period. In no event will the monthly on-peak billing demand be less than 65% of the highest monthly on-peak billing demand during the calendar months of June, July, August, September and October of the preceding eleven calendar months, nor less than 50,000 kilowatts.
- b. Schedule Of On-Peak Hours - are those hours between 1100 hours and 1900 hours in each day, Monday through Friday, legal holidays excluded.

The following will be considered legal holidays for the purpose of applying this schedule: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, "Monday" holidays, where legally recognized, will be recognized in place of the "traditional" holidays.

Schedule of on-peak hours also applies to on-peak and off-peak kWh charges.

- c. Contract Capacity - Customers shall contract for a specified capacity in kilowatts sufficient to meet normal maximum requirements, but not less than 50,000 kilowatts. The Company undertakes to provide the necessary facilities for a supply of electric power from its bulk power system at the contract capacity. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity. The contract capacity however established shall not be decreased during the term of the contract and subsequent renewal periods as long as service is required unless there is a specific reduction in connected load. The

Company will provide separate metering to determine the contract capacity applicable to any portion of the load served at standard primary voltage.

**d. FUEL COST ADJUSTMENT AND PURCHASED POWER COST ADJUSTMENT**

Fuel Cost Adjustment - The fuel cost adjustment shall consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the average delivered cost of fuel burned monthly above or below a cost base of 19.16 mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one-hundredth mill per kWh. The average delivered cost of fuel burned per kWh shall equal the calendar month cost of fossil and nuclear fuel divided by the calendar month net system kWh requirements. The adjustment shall apply to the third billing month following the calendar month in which the fuel is burned.

To correct for the three month lag in this procedure between cost incurrence and billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for purposes of the fuel cost adjustment without expressed authorization by the Michigan Public Service Commission.

Purchased and Net Interchange Power Adjustment - The purchased and net interchange power adjustment shall, in accordance with the hearing procedures adopted by the Michigan Public Service Commission, consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the cost of purchased and net interchange power incurred monthly above or below a cost base of 3.19 mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one-hundredth mill per kWh. The cost of purchased and net interchange power per kWh shall equal the calendar month incurred cost of purchased and net interchange power divided by the calendar month net system kWh requirements. The adjustment, in accordance with the hearings procedures adopted by the Michigan Public Service Commission, shall apply to the third billing month following the calendar month in which the power is purchased and interchanged.

To correct for the "three month lag" in this procedure between cost incurrence and billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for purposes of the purchased and net interchange power adjustment without expressed authorization by the Michigan Public Service Commission.

During a period of emergency, if the Company resorts to non-economic dispatch pursuant to Commission approval, the 10% penalty clause will be waived.

- e. Power Factor Clause—The rate and charges under this tariff are based on the customer maintaining a power factor of not less than 85% lagging. Power factor determinations are as follows: For the determination of power factor, the Company will install a lagging reactive component meter in addition to the kilowatt-hour meter used for the measurement of energy. From the readings of these two meters the power factor for the regular billing period, usually a calendar month, will be determined according to the following table:

**RATIO OF REGISTRATION OF REACTIVE  
COMPONENT METER TO REGISTRATION  
OF KILOWATTHOUR METER**

1.021 and higher  
1.020 to .883  
.882 to .752  
.751 to .622  
.621 to .000

**POWER FACTOR**

.699 and lower  
.700 to .749  
.750 to .799  
.800 to .849  
.850 to 1.000

\* Power Factor: A penalty will be applied to the total amount of the monthly billing in accordance with the following table:

POWER FACTOR	PENALTY
.850 and higher	None
.800 to .849	1%
.750 to .799	2%
.700 to .749	3%

Power factors less than .700 are not permitted and necessary corrective equipment must be installed by the customer. A 25% penalty will be applied to any billing after two consecutive months below .700 power factor and will continue as long as the power factor remains below .700. The first two consecutive months below .700 the penalty will be 3%. Once the customer's power factor exceeds .700, it is necessary to go through two consecutive months below .700 again before the 25% penalty applies.

f. FACILITIES CHARGES: For any portion of the load served at less than 120,000 volts, the Company will provide the necessary facilities in accordance with its rules and regulations. The annual facilities charge is established at \$10.50 per kilowatt of contract capacity for that portion of the load so served. The annual facilities charge shall be billed in twelve equal installments to be added to the demand charge. This provision is not intended to make this rate available to customers served at less than transmission voltage (120,000 volts or above).

(a.) The Company offers to provide the necessary unmetered line facilities (either overhead or underground at 120,000 volts or above) on private property in accordance with its rules and regulations. The annual facilities charge applicable to such additional investment is established at 18% of actual cost.

g. PRIMARY METERING ADJUSTMENT: For any portion of the load served at less than 120,000 volts, all kilowatts, kilowatthours and kilovarhours consumed shall be increased by 1% for transformation losses from the 120,000 volt service.

5. Customer-owned equipment must be operated so that voltage fluctuations on the Bulk Power System of the Company shall not exceed permissible limits.

6. The Bulk Power Supply Rate and the Rules and Regulations applicable thereto as set forth in the Company's Rate Schedule are on file with and have been approved by the Michigan Public Service Commission. The Rate Schedule is subject to change from time to time by order issued by the Michigan Public Service Commission.

a. The supply is also governed by the Rules for Electrical Service established by the Michigan Public Service Commission (M.P.S.C. Order No.1692), and by the rules of the Company on file with the Commission which do not form a part of the Rate Schedule. All Rules are subject to change from time to time.

7. The Customer \_\_\_\_\_ another source of power, and desires an initial contract capacity \_\_\_\_\_ kilowatts, at a nominal voltage of \_\_\_\_\_ volts.

Company: \_\_\_\_\_ Name: \_\_\_\_\_

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

Accepted: THE DETROIT EDISON COMPANY

By: \_\_\_\_\_

AUTHORIZED SIGNATURE

## BULK POWER SUPPLY RATE

**AVAILABILITY OF SERVICE:** Available to customers desiring service for heavy industrial purposes who contract for a specified capacity of not less than 50,000 kilowatts at a single location for service at transmission voltage (120,000 volts or above).

**HOURS OF SERVICE:** 24 hours, subject to interruption by agreement, or by advance notice.

**CURRENT, PHASE AND VOLTAGE:** Alternating current, three-phase, nominally at 120,000 volts or above, from the bulk power system of the Company.

**CONTRACT CAPACITY:** Customers shall contract for a specified capacity in kilowatts sufficient to meet normal maximum requirements, but not less than 50,000 kilowatts. The Company undertakes to provide the necessary facilities for a supply of electric power from its bulk power system at the contract capacity. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity.

### **RATE PER MONTH:**

Service Charge:  
\$2,500.00 per customer per month

Demand Charge:  
\$10.27 per kW of on-peak billing demand

Energy Charges:  
3.65¢ per kWh for all kWh consumed during the on-peak period.  
2.95¢ per kWh for all kWh consumed during the off-peak period.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**SURCHARGES AND CREDITS:** As approved by the Commission. See Schedule Designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**FACILITIES CHARGE:** For any portion of the load served at less than 120,000 volts, the Company will provide the necessary facilities in accordance with its rules and regulations. The annual facilities charge is established at \$11.57 per kilowatt of contract capacity for that portion of the load so served. Any single reading of the demand meter in any month that exceeds the contract capacity, then in effect, shall become the new contract capacity. The annual facilities charge shall be billed in twelve equal installments to be added to the demand charge. This provision is not intended to make this rate available to customers metered at less than transmission voltage (120,000 volts or above).

**EMERGENCY LOAD MANAGEMENT DISCOUNT:** A credit of \$.25 per kW of on-peak monthly metered billing demand shall be applied to any customer who contracts in writing to permit the Company to curtail his entire load during a period of short-term power emergency as a means of emergency load management as applied in Rule B-3.7. The contract term is five years extending thereafter from month-to-month until terminated by mutual consent or on twelve months written notice by either party, which may be given at any time after the end of the fourth year. Failure, by a customer, to comply with an interruption order of the Company shall be considered unauthorized use, and shall be billed at 10 times the energy charges and 10 times the on-peak billing demand rate applied to the maximum demand during the period of interruption.

**MINIMUM CHARGE:** The billing demand charge as above plus the monthly installment on the facilities charge plus the service charge. The Power Factor Clause shall not operate to increase the monthly minimum charge.

Effective on service rendered on and after April 1, 1983, under authority of Order of the Michigan Public Service Commission dated March 31, 1983, in Case U-6949.



THIS AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_\_,  
by and between \_\_\_\_\_ of \_\_\_\_\_,  
(CORPORATE NAME) (STATE OF INCORPORATION)

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a New York and Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called the "Company", is for a supply of electric energy to be delivered, by the Company, to the Customer's premises located at

STREET ADDRESS

CITY-VILLAGE-TOWNSHIP

The supply shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

1. This Agreement shall be for a period of five (5) years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, or whenever service is made available, and thereafter shall be extended from month to month until terminated by mutual consent of the parties hereto or on twelve months written notice by either party, which may be given at any time after the end of the fourth year. Where special services are required, the term will be specified in the applicable contract rider attached hereto and made a part hereof.

2. Hours of Interruption: All electric power delivered hereunder shall be subject to curtailment at the option of the Company. The power shall not be interrupted for more than 8 hours in a day, nor more than 500 hours in a calendar year.

Customers shall be interrupted only when either the Company finds it necessary to do so in order to maintain the system integrity or when the existence of such loads shall lead to emergency purchases by the Company. The customer shall be provided whenever possible, notice in advance of probable interruption and estimated duration of the interruption. Failure by a customer to comply with an interruption order of the Company shall be considered as unauthorized use and billed at the rate of \$20 per kW for the highest 30-minute kW demand created during the interruption period, in addition to the prescribed monthly rate.

3. The Customer shall pay for the supply of electric energy delivered by the Company at the rate shown on the final page being the current rate as approved by the Michigan Public Service Commission.

4. With respect to the monthly billing rate, the following definitions apply:
- a. Monthly On-Peak Billing Demand - The monthly on-peak billing demand shall be the average of the four weekly highest 30-minute integrated readings of the demand meter during the on-peak hours of the billing period. The weekly demand is the highest of the daily demands established on seven-day intervals commencing with the first day of the billing period. (The period after the first 21 days of each month is considered to be the fourth week.) In no event will the monthly on-peak billing demand be less than 65% of the highest monthly on-peak metered billing demand during the billing months of June, July, August, September, and October of the preceding eleven billing months, nor less than 50 kilowatts.
  - b. Schedule of On-Peak Hours - Periods of light load on the Company's power plants are known as off-peak hours. To encourage the use of power at these times the Company offers to its qualified customers a lessened energy charge.

On-peak hours are those hours between 1100 hours and 1900 hours in each day, Monday through Friday, legal holidays excluded.

The following will be considered legal holidays for the purpose of applying this schedule: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. "Monday" holidays, where legally recognized, will be recognized in place of the "traditional" holidays.

Schedule of on-peak hours also applies to on-peak and off-peak kWh charges.

c. Product Protection Provision - The customer may elect to contract for a minimum load in order to protect his product or process during the period of interruption. This minimum load called "product protection load" shall not exceed 10% of the total contracted interruptible load and shall be charged a monthly demand charge per kW of product protection contract capacity equal to the kW demand charges for the associated firm rate including on-peak demand charges and maximum demand charges as applicable. The 10% limitation may be increased to 25% in special situations.

d. Fuel Cost Adjustment - The fuel cost adjustment shall consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the average delivered cost of fuel burned monthly above or below a cost base of 17.16 mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one-hundredth mill per kWh. The average delivered cost of fuel burned per kWh shall equal the calendar month cost of fossil and nuclear fuel divided by the calendar month net system kWh requirements. The adjustments shall apply to the third billing month following the calendar month in which the fuel is burned.

To correct for the three month lag in this procedure between cost incurrence and billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for the purposes of the fuel cost adjustment without expressed authorization by the Michigan Public Service Commission.

During a period of emergency, if the Company resorts to non-economic dispatch pursuant to Commission approval, the 10% penalty clause will be waived.

e. Purchased and Net Interchange Power Adjustment - The purchased and net interchange power adjustment shall, in accordance with the hearings procedures adopted by the Michigan Public Service Commission, consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the cost of purchased or net interchange power incurred monthly above or below a cost base of 4.67 mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one hundredth mill per kWh. The cost of purchased and net interchange power per kWh shall equal the calendar month incurred cost of purchased and net interchange power divided by the calendar month net system kWh requirements. The adjustment, in accordance with the hearings procedures adopted by the Michigan Public Service Commission, shall apply to the third billing month following the calendar month in which the power is purchased and interchanged.

To correct for the "three month lag" in this procedure between cost incurrence and

billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for purposes of the purchased and net interchange power adjustment without expressed authorization by the Michigan Public Service Commission.

During a period of emergency, if the Company resorts to non-economic dispatch pursuant to Commission approval, the 10% penalty clause will be waived.

f. Power Factor Clause - The rates and charges under this tariff are based on the customer maintaining a power factor of not less than 85% lagging. For the determination of power factor, the Company will install a lagging reactive component meter in addition to the kilowatt-hour meter used for the measurement of energy. From the readings of these two meters the power factor, for the regular billing period, usually a calendar month, will be determined according to the following table:

<u>Ratio of Registration of Reactive Component Meter to Registration of Kilowatt-hour Meter</u>	<u>Power Factor</u>
1.021 and higher	.699 and lower
1.020 to .883	.700 to .749
.882 to .752	.750 to .799
.751 to .622	.800 to .849
.621 to .000	.850 to 1.000

Power Factor: A penalty will be applied to the total amount of the monthly billing in accordance with the following table:

<u>Power Factor</u>	<u>Penalty</u>
.850 and higher	None
.800 to .849	1%
.750 to .799	2%
.700 to .749	3%

Power factors less than .700 are not permitted and necessary corrective equipment must be installed by the customer. A 25% penalty will be applied to any billing after two consecutive months below .700 power factor and will continue as long as the power factor remains below .700. The first two consecutive months below .700 the penalty will be 3%. Once the Customer's power factor exceeds .700, it is necessary to go through two consecutive months below .700 again before the 25% penalty applies.

5. Special Terms and Conditions: The contract capacity however established shall not be decreased during the term of the contract and subsequent renewal periods as long as service is required unless there is a specific reduction in connected load.

Customer-owned equipment must be operated so that voltage fluctuations on the electrical system of the Company shall not exceed permissible limits.

The customer will own and maintain the necessary switching equipment to separate the interruptible load from the firm power load. The interruptible load shall not be served from the firm power source at any time. The switching equipment must meet the Company standards. The customer must provide space for the separate metering of the interruptible load.

6. Applications for electric service which require construction of a system line extension or other facilities will be subject to the provisions of Rule B-3.3.

7. The Interruptible Supply Rate and the Rules and Regulations applicable thereto as set forth in the Company's Rate Schedule are on file with and have been approved by the Michigan Public Service Commission. The Rate Schedule is subject to change from time to time by order issued by the Michigan Public Service Commission.

The supply is also governed by the Rules for Electrical Service established by the Michigan Public Service Commission (M.P.S.C. Case No. 6400), and by the Rules of the Company on file with the Commission which do not form a part of the Rate Schedule. All Rules are subject to change from time to time.

8. The Customer \_\_\_\_\_ another source of power, and desires an initial contract capacity of \_\_\_\_\_ kilowatts, at a nominal voltage of \_\_\_\_\_ volts.  
HAS OR HAS NOT

Accepted: THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

## INTERRUPTIBLE SUPPLY RATE

**AVAILABILITY OF SERVICE:** Available in association with:

Primary Supply Rate D6  
Bulk Power Supply Rate D7

To customers desiring separately metered service at primary voltage who contract for a specified capacity of not less than 50 kilowatts of interruptible power at a single location. Service is available only to the extent that there exists sufficient reserve margin in the Detroit Edison production system.

**HOURS OF SERVICE:** All electric power delivered hereunder shall be subject to curtailment at the option of the Company. The power shall not be interrupted for more than 8 hours in a day, nor more than 500 hours in a calendar year.

Customers shall be interrupted only when either the Company finds it necessary to do so, in order to maintain the system integrity or when the existence of such loads shall lead to emergency purchases by the utility. The customer shall be provided whenever possible, notice in advance of probable interruption and estimated duration of the interruption. Failure by a customer to comply with an interruption order of the Company shall be considered as unauthorized use and billed at the rate of \$20 per kW for the highest 30-minute kW demand created during the interruption period, in addition to the prescribed monthly rate.

**CURRENT, PHASE AND VOLTAGE:** Alternating current, three-phase, nominally at 4,800, 13,200, 24,000, 41,570 or 120,000 at the option of the Company.

**CONTRACT CAPACITY:** Customers shall contract for a specified capacity in kilowatts sufficient to meet maximum interruptible requirements, but not less than 50 kilowatts. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity. The interruptible contract capacity shall not include any firm power capacity, except under Product Protection Provision.

**RATE PER MONTH:**

Service Charge:

\$225.00 per customer per month.

Demand Charges:

\$3.85 per kW for on-peak billing demand, plus:

For primary service (less than 24 kV) \$2.80 per kW of maximum demand.

For service at subtransmission voltage level (24 to 41.6 kV) \$2.00 per kW of maximum demand.

For service at transmission voltage level (120 kV and above) \$1.50 per kW of maximum demand.

The maximum demand shall be the highest 30-minute demand created during the previous 12 billing months, including the current month but not less than 50% of contract capacity. This clause is applicable to each voltage level served.

**SUBSTATION CREDIT:** Available to customers served at subtransmission voltage level (24 to 41.6 kV) or higher, who provide the on site substation including all necessary transforming, controlling and protective equipment. A credit of \$.26 per kW of maximum demand shall be applied to the maximum demand charge. A 1% credit shall be applied to the energy charge where the service is metered on the primary side of the transformer.

Energy Charge:

3.75¢ per kWh for all on-peak kWh

3.05¢ per kWh for all off-peak kWh.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**SURCHARGES AND CREDITS:** As approved by the Commission. See Schedule Designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**DEFINITION OF CUSTOMER VOLTAGE LEVEL:** See Schedule Designation B-4.7.

**MINIMUM CHARGE:** The billing demand charge as above plus the service charge. The Power Factor Clause shall not operate to increase the monthly minimum charge.

**SCHEDULE OF ON-PEAK HOURS:** See Schedule Designation B-4.4.

**POWER FACTOR CLAUSE:** The rates and charges under this tariff are based on the customer maintaining a power factor of not less than 85% lagging. Power factor less than 70% will not be permitted and the customer will be required to install at his own expense such corrective equipment as may be necessary to improve power factor. A penalty will be applied to the total amount of the monthly billing for electric energy for power factor below 85% lagging in accordance with the table in Power Factor Determination, Schedule Designation B-4.5. The power factor clause shall not be applied to the on-peak billing demand ratchet nor to the minimum contract demand, but will be applied to metered quantities.

Effective on service rendered on and after April 1, 1983, under authority of Order of the Michigan Public Service Commission dated March 31, 1983, in Case U-6949.

DETROIT  
EDISON

Interruptible Supply Agreement

Schedule Designation D-8

ADDENDUM

THIS SUPPLEMENTARY AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_,

by and between \_\_\_\_\_ of \_\_\_\_\_,  
(CORPORATE NAME) (STATE OF INCORPORATION)

is to be attached to and become part of the Interruptible Supply Agreement dated \_\_\_\_\_.

Its purpose is to allow for a "Product Protection Load" of \_\_\_\_\_ kW during the interruptible period as described in the original Agreement. (See Section c.)

The "Product Protection Load" shall be charged a monthly demand charge per kW of product protection contract capacity equal to the kW demand charges for the associated firm rate including on-peak demand charges and maximum demand charges as applicable.

Accepted: THE DETROIT EDISON COMPANY

Company: \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name \_\_\_\_\_

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

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

DETROIT  
EDISON

Interruptible Supply Agreement

Schedule Designation D-8

ADDENDUM

THIS SUPPLEMENTARY AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_,

by and between \_\_\_\_\_ of \_\_\_\_\_,  
(CORPORATE NAME) (STATE OF INCORPORATION)

is to be attached to and become part of the Interruptible Supply Agreement dated \_\_\_\_\_.

Its purpose is to allow for a "Product Protection Load" of \_\_\_\_\_ kW during the interruptible period as described in the original Agreement. (See Section c.)

The "Product Protection Load" shall be charged a monthly demand charge per kW of product protection contract capacity equal to the kW demand charges for the associated firm rate including on-peak demand charges and maximum demand charges as applicable.

Accepted: THE DETROIT EDISON COMPANY

Company: \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name \_\_\_\_\_

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

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



THIS AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_, between \_\_\_\_\_ herein called the Customer, and The Detroit Edison Company, herein called the Company, is for the supply of equipment and energy under the provisions of the Outdoor Protective Lighting Rate, Schedule Designation D9, on the Customer's premises located at

NUMBER	STREET
CITY, TOWN OR TOWNSHIP	COUNTY

The Customer agrees to take this service for the stated term of this agreement. Furthermore, the Customer agrees that in the event service is to be discontinued before the contract term the total charges for the remaining term of the agreement shall become due and payable. This supply is also governed by Rules for Electrical Service established by the Michigan Public Service Commission (M.P.S.C. Case No. 6400). The rate schedule is subject to change from time to time by order issued by the Michigan Public Service Commission. The Outdoor Protective Lighting Rate as of the date of this Agreement is shown on the reverse side hereof and is made a part of this agreement.

The computation of the annual charge for the protective lighting is as follows:

Rate Designation	Number of Units and Annual Charge					
	Mercury Vapor			High Pressure Sodium		
	175 Watt @	400 Watt @	1000 Watt @	100 Watt @	250 Watt @	400 Watt @
Existing pole and Secondary facilities	\$118.80	\$174.00	\$346.20	\$114.00	\$166.80	\$264.60
New pole and single span of secondary	\$136.80	\$192.00	\$364.20	\$132.00	\$184.80	\$282.60
Annual Charge for Above Units						\$
Extra Facilities *(18% of \$ )						\$
Total Annual Charge						\$

The term of this agreement is for a period of \_\_\_\_\_ years, commencing from the date of installation, extending from year to year thereafter until terminated by Customer or Company on ninety (90) days written notice.

When a new pole on private property is required, the Customer hereby agrees to designate, subject to the approval of the Company, where the pole is to be placed and it is hereby understood that the Company shall have the right to extend its wires across the Customer's property to provide service and the Customer hereby grants to the Company an easement for this purpose.

All lights will be installed so as to overhang private property at locations satisfactory to the Customer and the Company.

Accepted:  
THE DETROIT EDISON COMPANY

Company: \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\*Extra facilities consisting of \_\_\_\_\_

Date of installation \_\_\_\_\_

EXCERPT FROM COMPANY'S RATE SCHEDULE

OUTDOOR PROTECTIVE LIGHTING

**AVAILABILITY OF SERVICE:** Customers desiring controlled service for outdoor protective lighting on premises where the customer is presently taking electric service under a standard metered rate schedule. This service is limited to not more than eight (8) units installed on not more than four (4) new or existing poles.

**HOURS OF SERVICE:** Dusk to dawn service controlled by photo-sensitive devices which provide service every night and all night for approximately 4000 hours per year.

**KIND OF SERVICE:** Multiple lighting from overhead lines. Service from overhead lines will generally consist of open bottom luminaires mounted on mast arms. The Company will own, operate and maintain the lights. Burned out lights must be reported by the Customer and the Company will undertake to replace the lights as soon as possible during regular working hours.

**RATES:** All-night service.

<u>Nominal Lamp Size</u> <u>Watts</u>		<u>Charge per</u> <u>Lamp per Year</u>
Overhead Protective Lighting Service Existing Pole and Existing Secondary Facilities		
175	Mercury Vapor	\$118.80
400	Mercury Vapor	174.00
1,000	Mercury Vapor	346.20
100	High Pressure Sodium	114.00
250	High Pressure Sodium	166.80
400	High Pressure Sodium	264.60

Overhead Protective Lighting Service  
New Pole and Single Span of Secondary Facilities  
The above rate plus \$18.00 per pole per year.

Multiple Lamps on a Single Pole  
For each additional luminaire added to the same pole  
the charge will be at the existing pole rate.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**CONTRACT TERM:** Contracts for overhead service will be taken for a minimum of two years except that where more than two lights are installed or special purpose facilities are required the contract term may be extended up to five years. Contracts for underground service were taken for a minimum of five years.

**SPECIAL TERMS AND CONDITIONS:** Outdoor protective lighting is intended primarily for installations served from existing secondary facilities. All lights will be installed so as to overhang private property at locations satisfactory to the Customer and the Company.

Special purpose facilities are considered to be line or cable extensions, transformers, and any additional poles without lights, excluding facilities provided under stated charges on Sheet No. D9a. Where special purpose facilities are required, a service charge of 18% per year on the investment in such facilities will be billed in installments as an addition to the regular rate for each light. In the event the Customer discontinues service before the end of the contract term, the established rate as well as the service charge on special purpose facilities for the remaining portion of the contract term shall immediately become due and payable.

Effective on service rendered on and after April 1, 1983,  
under authority of Order of the Michigan Public Service  
Commission dated March 31, 1983, in Case U-6949.

THIS AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_ ,

between \_\_\_\_\_,  
herein called the Customer, and The Detroit Edison Company, herein called the Company, is for a supply of electric energy to be delivered by the Company to the Customer's premises located at \_\_\_\_\_

STREET ADDRESS

in the \_\_\_\_\_

CITY-VILLAGE-TOWNSHIP

occupied as \_\_\_\_\_

TYPE OF BUSINESS

The supply shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

1. This Agreement shall be for a period of five (5) years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or whenever service is made available, and thereafter shall be extended from month to month until terminated by mutual consent of the parties hereto or on twelve months written notice by either party, which may be given at any time after the end of the fourth year. Where special services are required, the term will be specified in the applicable contract rider attached hereto and made a part hereof.

2. The Company shall furnish the Customer service twenty-four hours a day subject, however, to interruption by agreement or causes beyond the control of the Company.

3. The Customer shall pay for the supply of electric energy delivered by the Company at the rate shown on the last page being the current rate as approved by the Michigan Public Service Commission.

4. With respect to the monthly billing rate, the following definitions apply:

a. **MONTHLY BILLING DEMAND:** The daily on-peak demand is the highest 30-minute intergrated reading of the demand meter in each day, subject to Schedule of On-peak Hours B-4.4. To this shall be added one-third of the amount by which it is exceeded by the highest single demand occurring during the off-peak hours on the same calendar day. The weekly demand is the highest of the daily demands established on seven-day intervals commencing with the first day of the billing period. The monthly billing demand is the average of the four weekly demands. (The period after the first 21 days of each month being considered to be the fourth week.) In no event will the monthly billing demand be less than 50% of the highest monthly billing demand computed above during the billing months of June through October established during the preceding eleven billing months, nor less than 50% of the contract capacity nor less than 50 kilowatts.

b. **SCHEDULE OF ON-PEAK HOURS** are those between 1100 hours and 1900 hours in each day, Monday through Friday, legal holidays excluded.

The following will be considered legal holidays for the purpose of applying this schedule: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, "MONDAY" holidays, where legally recognized, will be recognized in place of the "traditional" holidays.

Schedule of on-peak hours also applies to on-peak and off-peak kWh charges.

c. **FUEL COST ADJUSTMENT AND PURCHASED POWER COST ADJUSTMENT**

Fuel Cost Adjustment - The fuel cost adjustment shall consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the average delivered cost of fuel burned monthly above or below a cost base of 17.16

mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one-hundredth mill per kWh. The average delivered cost of fuel burned per kWh shall equal the calendar month cost of fossil and nuclear fuel divided by the calendar month net system kWh requirements. The adjustment shall apply to the third billing month following the calendar month in which the fuel is burned.

To correct for the three month lag in this procedure between cost incurrence and billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for purposes of the fuel cost adjustment without expressed authorization by the Michigan Public Service Commission.

**Purchased and Net Interchange Power Adjustment** - The purchased and net interchange power adjustment shall, in accordance with the hearings procedures adopted by the Michigan Public Service Commission, consist of an increase or decrease of .0107 mills per kWh for each full .01 mill increase or decrease in the cost of purchased and net interchange power incurred monthly above or below a cost base of 4.67 mills per kWh. The adjustment so determined shall be reduced by 10% and then rounded to the nearest one-hundredth mill per kWh. The cost of purchased and net interchange power per kWh shall equal the calendar month incurred cost of purchased and net interchange power divided by the calendar month net system kWh requirements. The adjustment, in accordance with the hearings procedures adopted by the Michigan Public Service Commission, shall apply to the third billing month following the calendar month in which the power is purchased and interchanged.

To correct for the "three month lag" in this procedure between cost incurrence and billing adjustment, the increase or decrease in the adjustment per kWh as determined above shall be appropriately increased or decreased by the difference between the "three month lag" adjustment factor applied in the third preceding billing month and the "three month lag" adjustment factor to be applied for the immediate billing month.

Net system kWh requirements shall be the sum of net kWh generation and net kWh purchased and interchanged.

Costs incurred or charges made by any subsidiary of the Company shall not be includible for purposes of the purchased and net interchange power adjustment without expressed authorization by the Michigan Public Service Commission.

During a period of emergency, if the Company resorts to non-economic dispatch pursuant to Commission approval, the 10% penalty clause will be waived.

- d. **POWER FACTOR CLAUSE** — The rate and charges under this tariff are based on the customer maintaining a power factor of not less than 85% lagging. Power factor determinations are as follows: For the determination of power factor, the Company will install a lagging reactive component meter in addition to the kilowatt-hour meter used for the measurement of energy. From the readings of these two meters the power factor for the regular billing period, usually a calendar month, will be determined according to the following table:

<u>Ratio of Registration of Reactive Component Meter to Registration of KilowattHour Meter</u>	<u>Power Factor</u>
1.021 and higher	.699 and lower
1.020 to .883	.700 to .749
.882 to .752	.750 to .799
.751 to .622	.800 to .849
.621 to .000	.850 to 1.000

Power Factor: A penalty will be applied to the total amount of the monthly billing in accordance with the following table:

**POWER FACTOR**

- .850 and higher
- .800 to .849
- .750 to .799
- .700 to .749

**PENALTY**

- None
- 1%
- 2%
- 3%

Power factors less than .700 are not permitted and necessary corrective equipment must be installed by the customer. A 25% penalty will be applied to any billing after two consecutive months below .700 power factor and will continue as long as the power factor remains below .700. The first two consecutive months below .700 the penalty will be 3%. Once the Customer's power factor exceeds .700, it is necessary to go through two consecutive months below .700 again before the 25% penalty applies.

5. The contract capacity however established shall not be decreased during the term of the contract and subsequent renewal periods as long as service is required unless there is a specific reduction in connected load. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity.

6. Customer owned equipment must be operated so that voltage fluctuations on the primary distribution system of the Company shall not exceed permissible limits.

7. The Customer may be permitted to transfer from this rate to a secondary commercial rate, provided that they can meet the availability requirements, if the load characteristic changes sufficiently so that the Customer would benefit by the change for the foreseeable future even though metering was continued at primary voltage. Frequent changes, however, from one rate to another for a period less than one full year will not be permitted.

8. In some cases the Customer is eligible to take service under anyone of two or more rates. If requested, the Company will advise the Customer in the selection of the rate which will give him the lowest cost of service, based on the information at hand, but the responsibility for the selection of the rate lies with the Customer.

- a. After the Customer has selected the rate under which he elects to take service, he is not permitted to change from that rate to another until twelve months have elapsed. Neither will a customer be permitted to evade this rule by the device of temporarily terminating his service.
- b. However, the Company may, at its option, waive this rule where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate. As used in this rule, the word rate shall include applicable riders.

9. The Primary Pumping Rate and the Rules and Regulations applicable thereto as set forth in the Company's Rate Schedule are on file with and have been approved by the Michigan Public Service Commission. The Rate Schedule is subject to change from time to time by order issued by the Michigan Public Service Commission.

- a. The supply is also governed by the Rules for Electrical Service established by the Michigan Public Service Commission (M.P.S.C. Case No. 6400), and by the Rules of the Company on file with the Commission which do not form a part of the Rate Schedule. All Rules are subject to change from time to time.

10. The Customer \_\_\_\_\_ another source of power, and desires an initial contract capacity \_\_\_\_\_ kilowatts, at a nominal voltage of \_\_\_\_\_ volts.

HAS OR HAS NOT

Accepted:  
THE DETROIT EDISON COMPANY

Company: \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## PRIMARY PUMPING RATE

**AVAILABILITY OF SERVICE** — Available to government agencies desiring service at primary voltage for pumping and who contract for a specified capacity of not less than 50 kilowatts at a single location.

**HOURS OF SERVICE** — 24 hours, subject to interruption by agreement, or by advance notice.

**CURRENT, PHASE AND VOLTAGE** — Alternating current, three phase, nominally at 4,800, 13,200, 24,000, 41,570 or 120,000 volts, at the option of the Company.

**CONTRACT CAPACITY** — Customers shall contract for a specified capacity in kilowatts sufficient to meet normal maximum requirements but not less than 50 kilowatts. The Company undertakes to provide the necessary facilities for a supply of electric power from its primary distribution system at the contract capacity. Any billing demand in any month that exceeds the contract capacity then in effect shall become the new contract capacity.

### **RATE PER MONTH:**

Service Charge:

\$225.00 per customer per month, plus

A demand charge of:

\$10.77 per kW of billing demand

An energy charge of: 3.75¢ per kWh for all consumption during on-peak hours

3.05¢ per kWh for all consumption during off-peak hours.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Paragraph C.

**SURCHARGES AND CREDITS:** As approved by the Commission. See schedule designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**MINIMUM CHARGE:** The billing demand charge, plus the service charge. The Power Factor Clause shall not operate to increase the monthly minimum charge.

**POWER FACTOR CLAUSE:** The rates and charges under this tariff are based on the customer maintaining a power factor of not less than 85% lagging. Power factor less than 70% will not be permitted and the customer will be required to install at his own expense such corrective equipment as may be necessary to improve power factor. A penalty will be applied to the total amount of the monthly billing for electric service for power factor below 85% lagging in accordance with the table in Power Factor Determination, Schedule Designation B-4.5. The Power Factor Clause shall not be applied to the on-peak billing demand ratchet nor to the minimum contract demand, but will be applied to metered quantities.

**SPECIAL TERMS AND CONDITIONS:** The contract capacity, however established, shall not be decreased during the term of the contract and subsequent renewal periods as long as service is required unless there is a specific reduction in connected load.

Customer owned equipment must be operated so that voltage fluctuations on the primary distribution system of the Company shall not exceed permissible limits.

Customers with large storm pumping facilities will be permitted to transfer to the Secondary Pumping Rate (E5) if their storm pumping horsepower is at least 60% of their total connected load.

Effective on service rendered on and after April 1, 1983,  
under authority of Order of the Michigan Public Service  
Commission dated March 31, 1983, in Case U-6949.



# Municipal Pumping Supply Agreement

(At Secondary Voltage)  
Schedule Designation E5

DE 963-1825 4-83X (CL 28)

THIS AGREEMENT, dated \_\_\_\_\_ 19\_\_\_\_,

between \_\_\_\_\_  
herein called the Customer, and The Detroit Edison Company, herein called the Company, is for a supply of electric energy to be delivered by the Company to the Customer's premises located

at \_\_\_\_\_  
STREET ADDRESS

in the \_\_\_\_\_  
CITY-VILLAGE-TOWNSHIP

occupied as \_\_\_\_\_  
TYPE OF BUSINESS

The supply shall be delivered by the Company and received and paid for by the Customer under the terms of the Municipal Pumping Rate (at Secondary Voltage) and the Rules and Regulations applicable thereto as set forth in the Company's Rate Schedule on file with and approved by the Michigan Public Service Commission. The Rate Schedule is subject to change from time to time by Order issued by the Michigan Public Service Commission. The Municipal Pumping Rate (at Secondary Voltage) as of the date of this Agreement is printed on the back of this sheet and made a part thereof. Where special services are required, service hereunder is subject to the terms and conditions set forth in the applicable Standard Contract Rider.

The supply is also governed by the Rules for Electrical Service established by the Michigan Public Service Commission (M.P.S.C. Case No. 6400), and by the Rules of the Company on file with the Commission which do not form a part of the Rate Schedule. All Rules are subject to change from time to time.

This Agreement shall be for a period of \_\_\_\_\_ years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or whenever service is made available after that date, and thereafter shall be extended from month to month until terminated by mutual consent of the parties hereto.

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

## SECONDARY PUMPING RATE

**AVAILABILITY OF SERVICE** — Available to governmental agencies desiring service at secondary voltage for pumping and to governmental agencies with service at primary voltage having the storm pumping horsepower that is at least 60% of the total connected load. This rate is not available to installations, other than storm pumping, having a demand of over 1,000 Kilowatts and not taking service on this rate prior to August 19, 1972. Standby service not available under this rate.

**HOURS OF SERVICE** — 24 hours.

**CURRENT, PHASE AND VOLTAGE** — Alternating current, single phase and three phase four-wire, Y connected at 208Y/120 volts, or under certain conditions three phase, four-wire Y connected at 480Y/277 volts.

Except that, in certain city districts, alternating current is supplied from a Y connected secondary network from which 120/208 volt three-wire service may be taken.

### **RATE PER MONTH:**

Service Charge:

\$7.85 per customer per month, plus

An Energy Charge per kilowatthour of:

6.96¢ per kWh.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**SURCHARGES AND CREDITS:** As approved by the Commission. See schedule designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**CONTRACT TERM** — Open order, terminable on three days written notice by either party.

**MINIMUM CHARGE:** The Service Charge.

Effective on service rendered on and after April 1, 1983, under authority of Order of the Michigan Public Service Commission dated March 31, 1983, in Case U-6949.





**Standard Contract Rider No. 1**

Electric Metal Melting  
Schedule Designation R1

DE 963-1823 4-83X (CL 13)

THIS RIDER, dated \_\_\_\_\_ 19\_\_\_\_ ,  
is attached to and becomes a part of an agreement dated \_\_\_\_\_ 19\_\_\_\_ ,  
between \_\_\_\_\_ herein  
called the Customer, and The Detroit Edison Company, herein called the Company for a supply of  
electric energy to the Customer's premises located at \_\_\_\_\_

The Customer, now taking supply at a primary rate for electric furnaces at the above address and having provided special circuits for the furnaces so that the Company may install the necessary meters, hereby requests the privilege of purchasing energy for the electric furnace load under terms and conditions of Standard Contract Rider No. 1 - Electric Metal Melting. The Company hereby agrees that service to such furnaces shall not be charged at more than the established rate in Standard Contract Rider No. 1 - Electric Metal Melting. The rate as of the date of this Rider as filed with and approved by the Michigan Public Service Commission is printed on the back hereof. The rate is subject to change from time to time by Order issued by the Michigan Public Service Commission.

CONTRACT TERM: This Rider is coextensive as to term with the agreement to which it is attached. This Agreement shall be for a period of \_\_\_\_\_ years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or whenever service is made available after that date, and thereafter shall be extended from month to month until terminated by mutual consent of the parties hereto.

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**STANDARD CONTRACT RIDER NO. 1  
ELECTRIC METAL MELTING**

**APPLICABLE TO —**

Primary Supply Rate  
Bulk Power Rate

Schedule Designation D6  
Schedule Designation D7

Customers operating electric furnaces for metal melting or for the reduction of metallic ores and taking their supply at either of the above rates and who provide special circuits for the furnaces so that the Company may install necessary meters may take service under this Rider subject to Rule B2.4 — Choice of Rates.

**RATE PER MONTH —**

An Energy Charge per kilowatthour of:  
6.71¢ per kilowatthour.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**WHEN SERVICE IS SUPPLIED UNDER AN APPLICABLE RATE:** The Customer will be charged the applicable rate for the non-furnace load plus the above rate for furnace consumption.

**MINIMUM CHARGE —**

A monthly minimum charge of \$1.65 per kW of furnace contract capacity shall be applied to that portion of the Customer's load which is served under this Rider. This minimum charge is in addition to the minimum charge under the above rates.

**CONTRACT TERM —** This rate is made effective by a Rider modifying the contract form prescribed for one of the applicable filed rates listed above.

**FURNACE CONTRACT CAPACITY —** Customers shall contract for a specified capacity in kilowatts sufficient to meet their normal maximum furnace requirements, but not less than 75 kilowatts. The Company undertakes to provide the necessary facilities for a supply of electric power from its primary distribution system at the contract capacity. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity. The furnace contract capacity shall not be included in the contract capacity established for the filed rate which is used in conjunction with this Rider.

Effective on service rendered on and after April 1, 1983,  
under authority of Order of the Michigan Public Service  
Commission dated March 31, 1983, in Case U-6949.

# Detroit Edison

STANDARD CONTRACT RIDER NO. 1.1

Alternative  
Electric Metal Melting  
Schedule Designation R1.1

THIS RIDER, dated \_\_\_\_\_ 19\_\_\_\_  
is attached to and becomes a part of an agreement dated \_\_\_\_\_ 19\_\_\_\_  
between \_\_\_\_\_ herein  
called the Customer, and The Detroit Edison Company, herein called the Company,  
for a supply of electric energy to the Customer's premises located at \_\_\_\_\_.

The Customer, now operating at the above address and having provided special circuits for the electric furnaces so that the Company may install the necessary meters, hereby requests the purchase of energy for the electric furnace load under terms and conditions of Standard Contract Rider No. 1.1-Alternative Electric Metal Melting. The Company hereby agrees that service to such furnaces shall be billed at the established rate in Standard Contract Rider No. 1.1-Alternative Electric Metal Melting. The rate as of the date of this Rider, as filed with and approved by the Michigan Public Service Commission, is attached hereto. The rate is subject to change from time to time by Order issued by the Michigan Public Service Commission.

FURNACE CONTRACT CAPACITY: The initial contract capacity shall be \_\_\_\_\_ kW.

CONTRACT TERM: This Rider shall be for a minimum period of \_\_\_\_\_ year(s) beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or whenever service is made available, and thereafter shall be extended from month to month until terminated by mutual consent or on twelve months written notice by either party, which may be given at any time after \_\_\_\_\_.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

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

Accepted: THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
Authorized Signature

**STANDARD CONTRACT RIDER NO. 1.1**

**Alternative Electric Metal Melting**

APPLICABLE TO: General Service Rate	Schedule Designation D3
Large General Service Rate	Schedule Designation D4
Primary Supply Rate	Schedule Designation D6
Bulk Power Rate	Schedule Designation D7
Interruptible Supply Rate	Schedule Designation D8

Customers operating electric furnaces for metal melting or for the reduction of metallic ores and/or electric use consumed in holding operations and taking their supply at any of the above rates and who provide special circuits for the furnaces so that the Company may install necessary meters, may take service under this Rider subject to Rule B2.4 - Choice of Rates.

Customers shall be subject to immediate interruption on short-term notice if necessary, in order to maintain system integrity. The customer shall be provided whenever possible, notice in advance of probable interruption and estimated duration of interruption.

**RATE PER MONTH:**

**Energy Charge:**

For service at secondary voltage level (less than 4.8 kV)  
7.8¢/kWh for the first 100 hours use of maximum demand  
4.1¢/kWh for the excess

For service at primary voltage level (4.8kV to 24kV)  
7.00¢/kWh for the first 100 hours use of maximum demand  
3.30¢/kWh for the excess

For service at subtransmission voltage level (24 to 41.6 kV)  
6.90¢/kWh for the first 100 hours use of maximum demand  
3.25¢/kWh for the excess

For service at transmission voltage level (120 kV and above)  
6.80¢/kWh for the first 100 hours use of maximum demand  
3.20¢/kWh for the excess

The maximum demand shall be the highest 30-minute integrated demand created during the current billing month. This clause is applicable to each voltage level served.

**SUBSTATION CREDIT:** Available to customers served at subtransmission voltage (24 to 41.6kV) or higher, who provide the on-site substation including all necessary transforming, controlling and protective equipment. A credit of 0.3¢/kWh will be applied to the energy use associated with the first 100 hours use of maximum demand.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**SURCHARGES AND CREDITS:** As approved by the Commission. See Schedule Designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**MINIMUM SERVICE IS SUPPLIED UNDER AN APPLICABLE RATE:** The customer will be charged the applicable rate for the non-furnace load, plus the above rate for furnace consumption.

**MINIMUM CHARGE:** A monthly minimum charge of \$1.65 per kW of furnace contract capacity shall be applied to that portion of the customer's load which is served under this rider. This minimum charge will be waived if the customer over the past 12 months (including the current bill), or from the start of the contract term if less than 12 months, has averaged \$1.65 per kW per month in revenues. This minimum charge is in addition to the minimum charge under the above rates.

**FURNACE CONTRACT CAPACITY:** Customers shall contract for a specified capacity in kilowatts sufficient to meet their normal maximum furnace requirements, but not less than 75 kilowatts. The Company undertakes to provide the necessary facilities for a supply of electric power from its primary distribution system at the contract capacity. Any single reading of the demand meter in any month that exceeds the contract capacity then in effect shall become the new contract capacity. The furnace contract capacity shall not be included in the contract capacity established for the filed rate which is used in conjunction with this rider.

**TERM:** This Standard Contract Rider will terminate on May 1, 1986.

**SPECIAL FACILITIES CONTRACT RIDER NO. 2**

DE 963-1821 4-83X (CL 9)

THIS CONTRACT, dated \_\_\_\_\_ 19\_\_\_\_,  
is attached to and becomes a part of an agreement dated \_\_\_\_\_ 19\_\_\_\_,  
between \_\_\_\_\_ herein called the Customer,  
and The Detroit Edison Company, herein called the Company, for a supply of electric energy to the  
Customer's premises located at \_\_\_\_\_  
\_\_\_\_\_

The Customer hereby requests the installation of special equipment under terms and conditions of Standard Contract Rider No. 2 or temporary facilities.

The special equipment required for this service will be installed by the Company subject to special charges to the Customer. The applicable rules and tariffs presently in effect as filed with and approved by the Michigan Public Service Commission are printed on the following pages. The special charges are subject to change from time to time by order issued by the Michigan Public Service Commission. Any electric service taken under such circumstances, whether for firm load or otherwise, will be charged for at the rate schedule under which the Customer is taking service.

The Customer has agreed to take service on one of the following provisions:

- ( ) Special Installation—Rider No. 2, Option I
- ( ) Special Installation—Rider No. 2, Option II

Effective Date of this Contract \_\_\_\_\_

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

## STANDARD CONTRACT RIDER NO. 2 SPECIAL PURPOSE FACILITIES

APPLICABLE TO: All Filed Rates.

**SPECIAL INSTALLATION PROVISIONS**—The Company is, from time to time, required to install special facilities to accommodate extraordinary requirements of the customers. This results in investment in facilities that are provided for the exclusive use of the specific Customer and not available to the Company for general revenue purposes. Inasmuch as such installations do not provide the proportionality of revenue to investment available in the general case, the service supplied will be subject to the following conditions:

Where the Customer requests:

1. A second source of power to supply redundant service.\* The second source of power to customers served from the overhead distribution system will normally be supplied from the underground distribution system.
2. Special facilities for uses which in the opinion of the Company will be disturbing to the normally accepted quality of commercial power.
3. Oversized equipment.
4. Special facilities not otherwise covered under B3.3.

The special or additional facilities can be provided under two options.

### Option I

#### 1. ADVANCE

Prior to construction the Customer will advance to the Company the total amount of the estimated construction costs.

#### 2. REFUND

- (a) The Company will refund to the Customer 40% of the annual revenue for each of the first five years of metered use. The refund, without interest, will be made one month after each full year of service. There will be no refunds for a second source of supply or oversized equipment.
- (b) The Customer will be entitled to an additional refund if there is additional utilization of the equipment by others within the first five years of service. The refund will be based on the additional revenue received, the portion of equipment utilized and the time remaining to refund the original advance.
- (c) The refund cannot exceed the advance under any condition.

\*Where Company policy prescribes two line service, provisions of this rider will not apply.

3. SERVICE CHARGE

There will be a monthly charge, upon the beginning of service, equal to one-half of one percent of the advance less any refund. This charge is required to cover property taxes, insurance and maintenance and is applicable as long as the service is used.

The Customer will pay to the Company an amount of \_\_\_\_\_, which is the total amount of the estimated construction cost. In addition, the Customer will also pay a service charge per month of \_\_\_\_\_ to cover the fixed cost of the facility.

Option II

1. FINANCING

As an alternative to the Customer advancing the total amount of the estimated construction costs, the Company may finance the special or additional facilities. There would be a monthly service charge (or in special cases a minimum charge, the application of which would be determined by the Company) of 1 ½ % of the investment in the special or additional facilities.

2. ADJUSTMENT

(a) At the end of each year during the first five years the investment base will be reduced by 40% of the annual revenue from the metered use-with an adjustment in the service charge. There will be no reduction in investment base or adjustment to the service charge for a second source of service supply or oversized equipment.

(b) If there is additional utilization by others of the lines or equipment during the first five years, there will be an adjustment to the investment base and service charge based on the prorata capacity used by others.

The total estimated investment in special or additional facilities is \_\_\_\_\_.

The Customer will pay to the Company a monthly charge of \_\_\_\_\_, which represents 1 ½ % of this investment.

CONTRACT TERM—The rate for service is revised by this rider modifying the contract form prescribed for one of the applicable filed rates. The contract term as to special charge is for a five year period extending thereafter from month to month until terminated by mutual consent or by thirty days notice by either party-which may be given any time after the end of the fifth year.



**Standard Contract Rider No. 3**

**Standby Or Partial Service  
Schedule Designation R3**

DE 963-1826 4-83X (CL 29)

THIS RIDER, dated \_\_\_\_\_ 19\_\_\_\_ ,  
is attached to and becomes a part of an agreement dated \_\_\_\_\_ 19\_\_\_\_ ,  
between \_\_\_\_\_ herein  
called the Customer, and The Detroit Edison Company, herein called the Company, for a supply of  
electric energy to the Customer's premises located at \_\_\_\_\_

The Customer, now taking supply on an applicable rate at the above address and having  
another source of power, hereby requests standby capacity of \_\_\_\_\_ kilowatts at  
\_\_\_\_\_ service under terms and conditions of Standard Contract Rider No. 3 - Standby or  
Partial Service. Whenever the standby capacity so established is exceeded by the creation of a  
greater actual maximum demand, excluding firm load regularly supplied by the Company, then such  
greater demand becomes the new standby capacity.

The standby capacity so established will be reserved by the Company and charged for under  
terms and conditions of Standard Contract Rider No. 3 - Standby or Partial Service. Any electric  
service taken, whether for firm load or otherwise, will be charged for at the rate schedule under  
which the Customer is taking service. The service charges as of the date of this Rider as filed with  
and approved by the Michigan Public Service Commission are printed on the back hereof. The  
service charges are subject to change from time to time by Order issued by the Michigan Public  
Service Commission.

**CONTRACT TERM:** The contract term as to service charge is for a five-year period extending  
thereafter from month to month until terminated by mutual consent or by thirty days written notice  
by either party. No Customer shall be permitted to effect a reduction in the standby capacity so  
established by requesting a new contract for the same service unless there has been a bona fide  
reduction in connected load.

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



**STANDARD CONTRACT RIDER NO. 3  
STANDBY OR PARTIAL SERVICE**

**APPLICABLE TO:**

General Service Rate	Schedule Designation D3
Large General Service Rate	Schedule Designation D4
Primary Supply Rate	Schedule Designation D6
Bulk Power Supply Rate	Schedule Designation D7

Customers having another source of power for their entire load, or any part thereof, and desiring standby service must take service on one of the applicable filed rates listed above. Parallel operation of private electric generation is not permitted except by written permission of the Company.

For Customers desiring partial service which will be separately metered and not served by another source of power, the service charges set forth below shall not apply and service will be supplied at any applicable filed rate.

**STANDBY SERVICE**—Where the customer generates all or any part of his total requirements, standby service will be provided for all or any part of the load served by the Customer's generator or prime mover. Customers purchasing their entire energy requirements from the Company with generators or prime movers installed for use only in emergency will not be considered as taking standby service.

**PARTIAL SERVICE** — Where the Customer generates a part of his total requirements, partial service will be provided for the part of the load permanently connected to the Company's service where it is not possible to connect such load to the Customer's generator or prime mover.

**STANDBY CAPACITY**—The standby capacity in kilowatts shall be initially established by mutual agreement for electrical capacity sufficient to meet the maximum standby requirements which the Company is expected to supply. The rating in kilowatts of the largest generator or prime mover in service will be considered in establishing the amount of standby capacity required. Whenever the standby capacity so established is exceeded by the creation of a greater actual maximum demand, excluding firm load regularly supplied by the Company, then such greater demand becomes the new standby capacity.

**RATE**—At the primary rate, a service charge of \$2.20 per month per kilowatt of standby capacity in addition to the charges for electric service taken under the rate schedule.

At the secondary rate, a service charge of \$2.40 per month per kilowatt of standby capacity in addition to the charges for electric service taken under the rate schedule.

(Continued on next sheet)

**STANDARD CONTRACT RIDER NO. 3  
STANDBY OR PARTIAL SERVICE — Continued**

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**MINIMUM CHARGE** — The service charge as above in addition to the minimum charge for any electric service taken on the applicable filed rate.

**CONTRACT TERM** — The Customer may take service at any applicable filed rate listed above but will be required to pay the service charge for standby service in addition to the charges for electric service taken under the rate schedule. This rate is made effective by a rider modifying the contract form prescribed for one of the applicable filed rates listed above. The contract terms as to service charge is for a five-year period extending thereafter from month to month until terminated by mutual consent or by thirty days written notice by either party. No Customer shall be permitted to effect a reduction in the standby capacity so established by requesting a new contract for the same service unless there has been a bona fide reduction in connected load.

**SPECIAL TERMS AND CONDITIONS:** Whenever the Company supplies the customer's total requirements or any part of the customer's load normally supplied by the customer's generator because the generator is inoperative, the billing demand and/or maximum demand for that month on the regular rate will be excluded from the calculation used to compute subsequent billing demands and/or maximum demands, under the ratchet provision.

Effective on service rendered on and after April 1, 1983,  
under authority of Order of the Michigan Public Service  
Commission dated March 31, 1983, in Case U-6949.

**STANDARD CONTRACT RIDER NO. 4  
RESALE OF SERVICE**

APPLICABLE TO \_\_\_\_\_

General Service Rate	Schedule Designation D3
Large General Service Rate	Schedule Designation D4
Primary Supply Rate	Schedule Designation D6

Electricity supplied to a customer is for his exclusive use on the premises to which it is delivered by the Company. Customers desiring to avail themselves of the privilege of reselling electric service to their tenants must secure authority from the Company which will be evidenced by a rider attached to the contract for service. Resale option is closed to new service or expanded service for resale for residential service as of March 31, 1979.

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between  
THE DETROIT EDISON COMPANY ( \_\_\_\_\_ Division), herein termed  
Company and \_\_\_\_\_ of the \_\_\_\_\_  
of \_\_\_\_\_, Michigan, herein termed Customer, as follows:

1. Company agrees to supply, and Customer agrees to purchase hereunder, all of the electric energy for the operation of Customer's \_\_\_\_\_, located at \_\_\_\_\_ Street, in the \_\_\_\_\_ of \_\_\_\_\_, Michigan.

2. The electric energy to be supplied hereunder shall be alternating current, \_\_\_\_\_ phase, 60 cycles per second, at approximately \_\_\_\_\_ volts. Delivery shall be made at one mutually agreeable point upon Customer's premises. Energy sold by Company to Customer shall be metered by meters furnished, installed and maintained by Company. Company shall make periodic tests of its meters and keep them within accepted standards of accuracy.

3. Customer shall pay for such energy in accordance with Company's \_\_\_\_\_ Rate, a copy of which is attached and incorporated by reference, and in accordance with such amendments thereto as may be filed with and approved by the Michigan Public Service Commission during the term of this contract.

4. It is agreed that Customer may resell to his tenants upon said premises all or a portion of the electrical energy delivered hereunder upon condition that: the service to each tenant shall be separately metered, tenants shall be charged for such service at rates identical to the rates in Company's rate schedule available for similar service under like conditions, and that all of the electrical energy used in said premises shall be purchased from Company.

5. Customer shall furnish, install and maintain, or shall cause to be furnished, installed and maintained, all electrical facilities, including poles, wires, conduits, transformers, meters, instrument transformers and enclosures, required for the delivery and measurement of the electrical energy which is resold by Customer to tenants. Customer shall be responsible for testing meters whether purchased new or used: before installation, at least once every three (3) years after installation, and upon removal from service. Instrument transformers, when used, shall be tested: before being placed in service, when removed from service, upon complaint, and when there is evidence of damage. The accuracy of meters and instrument transformers shall be maintained within the limits prescribed by Michigan Public Service Commission Case No. 6400, pertinent excerpts of which are attached hereto and incorporated by reference. Records of all test results shall be maintained by Customer during his use of the meter and for an additional period of one year thereafter. When requested, Customer shall submit certified copies of said test results to Company. Meters shall be tested only by testing services or laboratories approved by Company.

6. Customer's billing records for each tenant shall be audited once every nine (9) to fifteen (15) months. At Customer's option the audit will be conducted by Company or an independent auditing firm approved by Company. The Customer will be assessed a fee based upon actual cost for any audit conducted by Company. When an audit is conducted by an independent auditing firm a certified copy of the audit results in a form approved by Company shall be immediately submitted to Company.

7. If customer resells his power at Domestic Rates he will receive a 15% discount on the resale portion of his bills provided he complies with the terms of Standard Contract Rider No. 4. Such discount shall cover the periods for which customer provides positive evidence of compliance.

8. At the request of a tenant, but not more frequently than once every twelve (12) months, Customer shall review the tenant's usage of electrical service to determine if the tenant is being billed on the appropriate rate. When the review of nonresidential tenant usage requires the use of test metering equipment, the test will be made by installing appropriate demand and kilowatt-hour meters of assured accuracy for a period of not less than fifteen (15) calendar days. The results of such reviews shall be made available to Company upon request.

9. In order to assure that each tenant will receive service from Customer similar to that which would be available from Company under like conditions, Customer agrees that:

(a) Each of his tenants shall be supplied with an electrical system adequate to meet the needs of the tenant with respect to the nature of service, voltage level and other conditions of service.

(b) He will make available for tenant examination copies of the rates applicable to the service supplied to his tenants.

(c) Each of his tenants may receive the advisory services of the Company in matters involving the application of rates and utilization of electric energy for any purpose.

10. The service rates charged Customer's tenants pursuant to Paragraph 4, above, will be the sole charges assessed his tenants for electric service. Costs incurred by Customer in testing tenants' meters, in auditing tenants' buildings, in load testing for the determination of appropriate tenant rates, in enlarging tenants' service entrances, and any other costs incurred by Customer in offering his tenants service similar to that available from Company under like conditions shall be borne by Customer.

11. It is further agreed that:

(a) Electric service furnished hereunder shall not be transmitted off Customer's premises or shared or resold by Customer other than to Customer's tenants occupying the premises, nor shall such electrical energy be used as auxiliary or standby to any other source of power supply.

(b) Service to Customer shall be governed by Company's Standard Electrical Rules and Regulations as filed with and approved by the Michigan Public Service Commission and such amendments thereto as may be filed with and approved by the Michigan Public Service Commission during the term hereof. Upon request, Company will furnish to Customer a copy of Company's current Standard Electric Rules and Regulations and copies of Company's current standard rates applicable to the service supplied to Customer's tenants.

(c) Except as to the capacity and minimum charges payable by Customer, prescribed in the attached rate, neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto, provided, however, that Company's responsibility for interruptions in the service, phase failure or reversal, or variations in the service characteristics shall be as provided in Standard Electric Rules and Regulations.

(d) This agreement will extend for an initial term of one (1) year from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and from month to month thereafter until terminated by mutual consent, or by either party giving the other at least sixty days' written notice of its desire to terminate the same at the expiration of any monthly period.

(e) This agreement insures to and binds the heirs, administrators, successors and assigns of the respective parties hereto. There are no understandings or agreements between them in relation to electric service at the above location except as contained herein. This agreement shall not be transferred by Customer or otherwise alienated without Company's written consent.

12. If the reselling customer fails to meet his obligations under this Rider, Company shall immediately notify the Consumer Service Division and Business Service Division of the Michigan Public Service Commission. If after review with Customer the problem is not resolved, Company will discontinue electric service until such time as the problem is resolved. Company shall not incur any liability as the result of this discontinuance of electric service.

13. The option of reselling service is available with Company's permission to:

**MULTIPLE OCCUPANCY BUILDINGS**—The owner or operator of an office building, apartment building, etc., with at least thirty tenants (or less at the option of Company where extensions of Company service to the individual tenants is impractical) whose combined requirements regularly exceed 20,000 kilowatt-hours per month may purchase electric energy from Company for resale to the tenants of the building on condition that service to each tenant shall be separately metered and that the tenants shall be charged for such service at the current rate of the Company for similar service under like conditions.

No landlord may charge his tenants more or less for resold electric service than the tenants would be charged by Company if served directly. If this requirement is violated Company may refuse service to the building. The renting of premises with the cost of electric service included in the rental is held not to be a resale of service. Company does not furnish or maintain meters for the resale of energy by landlords to tenants.

**MOBILE HOME PARKS**—In some cases it is not practical for Company to furnish service directly to individual mobile homes in mobile home parks. Because of this, a park operator may purchase electric energy from Company for resale to tenants provided that service to each tenant buying energy shall be separately metered and billed at Company's Domestic Service Rate.

The park operator shall provide the distribution system in the park, and meters, suitably protected from the weather, acceptable to Company. The park operator may purchase meters from Company when available or from a vendor other than Company.

IN WITNESS WHEREOF, said parties have executed this agreement, in duplicate, by their duly authorized representatives.

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
          AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**EXCERPTS FROM MICHIGAN PUBLIC SERVICE COMMISSION  
CASE NO. 6400 — RULES FOR ELECTRICAL SERVICE**

Some pertinent paragraphs of MPSC Case No. 6400 are reprinted herein for the information of Resale customers of The Detroit Edison Company. Copies of the complete order are available from the Michigan Public Service Commission or from Division Offices of The Detroit Edison Company.

**11. INFORMATION ON BILLS.**

(a) Bills rendered periodically to customers for metered service shall show the reading of the meter at the beginning and end of each period for which the bill is rendered, the number and kinds of units, class of rate and dates of meter readings, and any other data used in computing the bill so that the amount of the bill may be readily checked provided that special authority may be granted by the commission governing the information to be shown upon the bills if circumstances warrant.

**13. ADJUSTMENT OF BILLS FOR METER ERRORS.**

(a) If the result of the tests of a customer's meters (made at the request of the customer) shows an average error greater than four percent (4%), then the customer's bill for the period during which the meter error is known to have existed shall be recomputed and the account adjusted on the basis of test.

(b) When a meter has not registered all of the energy used for any period, then the utility shall be entitled to make a charge to the customer for an amount of energy estimated to have been used, such estimate being based upon the average of the amounts registered over similar periods preceding or subsequent thereto, or over corresponding periods in other years, and by other known factors having application hereto.

(c) If the duration of the meter error be not known, it shall be assumed to have existed for a period half the time between the discovery of the error and the latest preceding meter test, but not for a period of more than one (1) year, and bills shall be recomputed on this basis.

**26. RECORDS.**

(a) There shall be kept by the utility, during the life of the meter, a numerically arranged and properly classified meter record, giving for each meter owned or used by the utility for any purpose, the identification number, date of purchase, name of manufacturer, serial number, type, rating, address of each customer on whose premises the meter has been in service, with the date of installation and removal, and a record of all tests and adjustments.

(b) Whenever any meter is tested there shall be made a separate detailed record of each test. This record shall contain all information necessary for identifying the meter, the reason for making the test, reading of dial before and after testing, conditions of accuracy before and after adjustment, and any other information and data which will permit a satisfactory and convenient checking of the test.

**33. LIMITS OF ACCURACY.**

(a) No meter which registers (creeps) at no load when the applied voltage is less than one hundred ten percent (110%) of standard (normal) voltage shall be placed in service or allowed to remain in service.

(b) No watt-hour meter shall be placed in service which is in any way mechanically defective or which has incorrect constants, or which has not been tested and adjusted to meet the following requirements:

Average error not over two percent (2%) positive or negative.

Error at heavy load not over one percent (1%) positive or negative.

Error at light load not over three percent (3%) positive or negative.

ENERGY SALES CONTRACT

STANDARD CONTRACT RIDER NO. 5  
COGENERATION

This Agreement, dated \_\_\_\_\_, 19\_\_, by and between The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called the "Company",

and \_\_\_\_\_

located at \_\_\_\_\_

Street Address

\_\_\_\_\_  
City-Village-Township

hereinafter called the "Customer", establishes the terms, conditions, and other contractual arrangements whereby the Customer may sell the electric output from the Customer's cogeneration facility to the Company.

Now Therefore, the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. AVAILABILITY

- a. This rate is available only to customers who obtain qualifying status from the Federal Energy Regulatory Commission (FERC). Prior to interconnection, the Company shall receive from the Customer, and keep on file, either a copy of the notification sent to the FERC that announces self-certification of qualifying status, or a copy of a confirmation of qualifying status received from the FERC.
- b. This Agreement is also governed by the Rules for Electrical Service established by the Michigan Public Service Commission (MPSC), Order No. 1692, and by the Rules of the Company on file with the MPSC which do not form a part of the Rate Schedule.

2. CONTRACT TERM

The term of this contract runs from month to month, terminable on 30 days written notice. Where special services are required, the term will be as specified in the applicable contract rider.

3. CUSTOMER'S INSTALLATION

- a. The Company shall approve the design and equipment selection for the interconnection and generating facilities, including protective equipment. Once initially approved, the Customer shall not modify or otherwise change the interconnection and

generating facilities without first receiving the Company's approval.

- b. Any inspection or approval provided by the Company is for the purpose of determining compliance with the technical provisions of Company rules and regulations for service and is, in no way, a guarantee of methods or equipment used by the Customer, or of the safety of the generating facilities.
- c. The Customer shall be responsible for the costs of construction, ownership, operation and maintenance of the interconnection and generating facilities, including protective equipment. When services involving the initial installation of the interconnection are provided by the Company, reimbursement for such service shall be in accordance with the provisions of the Company's Rule B-3.3 and Special Contract Rider No. 2.

#### 4. OPERATION OF THE GENERATING FACILITY

- a. The Customer shall pay for and maintain the generating facility and associated apparatuses, in good operating condition in accordance with good industry practice.
- b. Neither party to this Agreement shall be obligated to deliver reactive power for the benefit of the other party. If the Customer fails to furnish and install corrective equipment reasonably necessary in the judgment of the Company to eliminate interference with the satisfactory operation of facilities of the Company or any of its other customers, or of other public utility companies, the Company reserves the right to refuse or to discontinue all other terms, conditions and contractual arrangements of this Agreement.
- c. The Company shall not be liable for damage to Customer-owned equipment caused by the interconnection.

#### 5. METERING

- a. The Company shall provide and maintain at the Customer's expense all necessary meters and associated equipment to be utilized for the measurement of energy for determining payments to the Customer under this contract.
- b. Authorized employees and agents of the Company shall have access to the Customer's premises at all reasonable hours to install, turn-on, disconnect, inspect, read, repair or remove the requisite meters and associated equipment.
- c. Proper operation and maintenance of meters will be determined in accordance with the rules of section 6 in the Company's Schedule of Rates Governing the Sale of Electric Service.



6. PAYMENT FOR ENERGY

- a. The minimum rate, expressed in ¢/kWh, for electrical energy sold to the Company by the Customer will be based on the Company's estimated average incremental energy cost, less 1 mill/kWh for administrative expenses.
- b. Each week, the Company will furnish an estimate of the rate for the purchase price for on-peak and off-peak energy for the following week. This estimate will represent the guaranteed minimum price.
- c. On-peak hours are those between 0800 hours and 2000 hours each day, Monday through Friday, legal holidays excluded. These holidays are listed under Rule B-4.4 in the Company's Schedule of Rates Governing the Sale of Electric Service.
- d. At the end of each month transactions for the month will be reviewed. If the Company's actual average incremental energy costs exceeded the estimates quoted for the transaction period, the Company's payment for energy purchased will be increased accordingly.
- e. Purchases by the Customer from the Company will not be affected by this agreement. Such purchases will continue under rates and rules as established in the Company's Schedule of Rates Governing the Sale of Electric Service.
- f. Billing for both sales to and sales from the Customer will be calculated by the Company.

7. PERIODS WHEN PURCHASES ARE NOT REQUIRED

- a. The Company can discontinue purchases from the Customer in a System Emergency if such purchases would contribute to the emergency.
- b. A System Emergency is defined in Rule B-3.7 of the Company's Schedule of Rates Governing the Sale of Electric Service.
- c. The Company can discontinue sales to the Customer in a System Emergency provided that such discontinuance is subject to the provisions of the Company's Rule B-3.7.
- d. The Company shall not be required to purchase energy during any period during which, due to operational circumstances, purchases from the Customer would result in costs greater than those which the Company would incur if it did not make such purchases, but instead generated an equivalent amount of energy itself. When the Company

seeks to invoke this clause, it must notify the Customer in time for the Customer to cease the delivery of energy to the Company. If the Company fails to notify the Customer of such a condition, the Company will pay the same rate for such purchases as would be required for the period had the operational circumstances described not occurred.

8. INDEMNITY

The Customer will be liable for any damage or injuries attributable to or resulting from his installation, maintenance, possession and operation of the generating facilities and the Customer will indemnify and hold the Company and its officers, agents, and employees harmless from any and all liability, loss, or damage the Company may suffer as a result of claims, demands, costs, or judgments arising from the Customer's installation, maintenance, possession and operation of the generating facilities.

9. COMPLAINT PROCEDURE

Disputes between the Company and the Customer may be presented to the MPSC for informal resolution. Should the MPSC Staff be unable to achieve an informal resolution, either party may initiate a formal complaint pursuant to the procedures outlined in Rules 21-27 (R460.31-.37 Michigan Administrative Code) of the MPSC's Rules of Practice and Procedure.

10. JURISDICTION OF REGULATORY AUTHORITIES

This Agreement shall at all times be subject to such changes and modifications by the MPSC and the FERC as they shall direct in the exercise of their respective jurisdictions.

11. SUCCESSORS AND ASSIGNS

- a. This Agreement shall be binding upon and inured to the respective successors and assigns of the parties.
- b. No assignment of this Agreement by the Customer may be made without prior approval by the Company and until the assignee assumes the full obligations of the Customer.

Accepted: THE DETROIT EDISON COMPANY

CUSTOMER: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

ENERGY SALES CONTRACT

STANDARD CONTRACT RIDER NO. 6  
SMALL POWER PRODUCTION

This Agreement, dated \_\_\_\_\_, 19\_\_\_\_, by and between The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called the "Company",

and \_\_\_\_\_

located at \_\_\_\_\_

Street Address

\_\_\_\_\_  
City-Village-Township

hereinafter called the "Customer", establishes the terms, conditions, and other contractual arrangements whereby the Customer may sell the electric output from the Customer's small power production facility to the Company.

Now Therefore, the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. AVAILABILITY

- a. This rate is available only to customers who obtain qualifying status from the Federal Energy Regulatory Commission (FERC). Prior to interconnection, the Company shall receive from the Customer, and keep on file, either a copy of the notification sent to the FERC that announces self-certification of qualifying status, or a copy of a confirmation of qualifying status received from the FERC.
- b. This Agreement is also governed by the Rules for Electrical Service established by the Michigan Public Service Commission (MPSC), Order No. 1692, and by the Rules of the Company on file with the MPSC which do not form a part of the Rate Schedule.

2. CONTRACT TERM

The term of this contract runs from month to month, terminable on 30 days written notice. Where special services are required, the term will be as specified in the applicable contract rider.

3. CUSTOMER'S INSTALLATION

- a. The Company shall approve the design and equipment selection for the interconnection and generating facilities, including protective equipment. Once initially approved, the Customer shall not modify or otherwise change the interconnection and

generating facilities without first receiving the Company's approval.

- b. Any inspection or approval provided by the Company is for the purpose of determining compliance with the technical provisions of Company rules and regulations for service and is, in no way, a guarantee of methods or equipment used by the Customer, or of the safety of the generating facilities.
- c. The Customer shall be responsible for the costs of construction, ownership, operation and maintenance of the interconnection and generating facilities, including protective equipment. When services involving the initial installation of the interconnection are provided by the Company, reimbursement for such service shall be in accordance with the provisions of the Company's Rule B-3.3 and Special Contract Rider No. 2.

4. OPERATION OF THE GENERATING FACILITY

- a. The Customer shall pay for and maintain the generating facility and associated apparatuses, in good operating condition in accordance with good industry practice.
- b. Neither party to this Agreement shall be obligated to deliver reactive power for the benefit of the other party. If the Customer fails to furnish and install corrective equipment reasonably necessary in the judgment of the Company to eliminate interference with the satisfactory operation of facilities of the Company or any of its other customers, or of other public utility companies, the Company reserves the right to refuse or to discontinue all other terms, conditions and contractual arrangements of this Agreement.
- c. The Company shall not be liable for damage to Customer-owned equipment caused by the interconnection.

5. METERING

- a. The Company shall provide and maintain at the Customer's expense all necessary meters and associated equipment to be utilized for the measurement of energy for determining payments to the Customer under this contract.
- b. Authorized employees and agents of the Company shall have access to the Customer's premises at all reasonable hours to install, turn-on, disconnect, inspect, read, repair or remove the requisite meters and associated equipment.
- c. Proper operation and maintenance of meters will be determined in accordance with the rules of section 6 in the Company's Schedule of Rates Governing the Sale of Electric Service.

6. PAYMENT FOR ENERGY

- a. The minimum rate, expressed in ¢/kWh, for electrical energy sold to the Company by the Customer will be based on the Company's estimated average incremental energy cost, less 1 mill/kWh for administrative expenses.
- b. Each week, the Company will furnish an estimate of the rate for the purchase price for on-peak and off-peak energy for the following week. This estimate will represent the guaranteed minimum price.
- c. On-peak hours are those between 0800 hours and 2000 hours each day, Monday through Friday, legal holidays excluded. These holidays are listed under Rule B-4.4 in the Company's Schedule of Rates Governing the Sale of Electric Service.
- d. At the end of each month transactions for the month will be reviewed. If the Company's actual average incremental energy costs exceeded the estimates quoted for the transaction period, the Company's payment for energy purchased will be increased accordingly.
- e. Purchases by the Customer from the Company will not be affected by this agreement. Such purchases will continue under rates and rules as established in the Company's Schedule of Rates Governing the Sale of Electric Service.
- f. Billing for both sales to and sales from the Customer will be calculated by the Company.

7. PERIODS WHEN PURCHASES ARE NOT REQUIRED

- a. The Company can discontinue purchases from the Customer in a System Emergency if such purchases would contribute to the emergency.
- b. A System Emergency is defined in Rule B-3.7 of the Company's Schedule of Rates Governing the Sale of Electric Service.
- c. The Company can discontinue sales to the Customer in a System Emergency provided that such discontinuance is subject to the provisions of the Company's Rule B-3.7.
- d. The Company shall not be required to purchase energy during any period during which, due to operational circumstances, purchases from the Customer would result in costs greater than those which the Company would incur if it did not make such purchases, but instead generated an equivalent amount of energy itself. When the Company

seeks to invoke this clause, it must notify the Customer in time for the Customer to cease the delivery of energy to the Company. If the Company fails to notify the Customer of such a condition, the Company will pay the same rate for such purchases as would be required for the period had the operational circumstances described not occurred.

8. INDEMNITY

The Customer will be liable for any damage or injuries attributable to or resulting from his installation, maintenance, possession and operation of the generating facilities and the Customer will indemnify and hold the Company and its officers, agents, and employees harmless from any and all liability, loss, or damage the Company may suffer as a result of claims, demands, costs, or judgments arising from the Customer's installation, maintenance, possession and operation of the generating facilities.

9. COMPLAINT PROCEDURE

Disputes between the Company and the Customer may be presented to the MPSC for informal resolution. Should the MPSC Staff be unable to achieve an informal resolution, either party may initiate a formal complaint pursuant to the procedures outlined in Rules 21-27 (R460.31-.37 Michigan Administrative Code) of the MPSC's Rules of Practice and Procedure.

10. JURISDICTION OF REGULATORY AUTHORITIES

This Agreement shall at all times be subject to such changes and modifications by the MPSC and the FERC as they shall direct in the exercise of their respective jurisdictions.

11. SUCCESSORS AND ASSIGNS

- a. This Agreement shall be binding upon and inured to the respective successors and assigns of the parties.
- b. No assignment of this Agreement by the Customer may be made without prior approval by the Company and until the assignee assumes the full obligations of the Customer.

Accepted: THE DETROIT EDISON COMPANY

CUSTOMER: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Edison Standard Contract Rider No. 7**

All-Electric School Buildings  
Schedule Designation R7

DE 963-1828 4-83X (CL 32)

THIS RIDER, dated \_\_\_\_\_ 19\_\_\_\_ ,  
is attached to and becomes a part of an agreement dated \_\_\_\_\_ 19\_\_\_\_ ,  
between \_\_\_\_\_ herein  
called the Customer, and The Detroit Edison Company, herein called the Company, for a supply of  
electric energy to the Customer's premises located at \_\_\_\_\_

The Customer, now taking supply at a primary rate for school buildings at the above address  
with the space heating and water heating supplied by electric service installed on a permanent basis,  
hereby requests the privilege of purchasing energy for the all-electric school building load under  
terms and conditions of Standard Contract Rider No. 7 - All-Electric School Building. The Company  
hereby agrees that service to such all-electric school buildings shall not be charged at more than the  
established rate in Standard Contract Rider No. 7 - All-Electric School Buildings. The rate as of the  
date of this Rider as filed with and approved by the Michigan Public Service Commission is printed  
on the back hereof. The rate is subject to change from time to time by Order issued by the Michigan  
Public Service Commission.

CONTRACT TERM: This Rider is coextensive as to term with the agreement to which it is  
attached. This Agreement shall be for a period of \_\_\_\_\_ years beginning on the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, or whenever service is made available after that date, and  
thereafter shall be extended from month to month until terminated by mutual consent of the parties  
hereto.

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**STANDARD CONTRACT RIDER NO. 7  
ALL-ELECTRIC SCHOOL BUILDINGS**

**APPLICABLE TO:**

Primary Supply Rate

Schedule Designation D6

Schools taking their supply at the primary rate may take service under the terms of this Rider provided the space heating and water heating for all or a substantial portion of the premises is supplied by electric service and is installed on a permanent basis.

**RATE PER MONTH:**

**Service Charge:**

\$82.50 per customer per month, plus

**Energy Charge:**

7.25¢ per kWh for all kWh except that during the billing months of November through May, usage shall be billed at 6.52¢ per kWh.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**SURCHARGES AND CREDITS:** As approved by the Commission. See schedule designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**MINIMUM CHARGE:** The Service Charge.

**CONTRACT TERM:** This rate is made effective by a rider modifying the contract form prescribed for the applicable filed rate under which service is being taken.

Effective on service rendered on and after April 1, 1983,  
under authority of Order of the Michigan Public Service  
Commission dated March 31, 1983, in Case U-6949.



THIS RIDER, dated \_\_\_\_\_ 19\_\_\_\_\_,  
is attached to and becomes a part of an agreement dated \_\_\_\_\_ 19\_\_\_\_\_,  
between \_\_\_\_\_ herein  
called the Customer, and The Detroit Edison Company, herein called The Company, for a supply of  
electric energy to the Customer's premises located at \_\_\_\_\_

The Customer, now taking supply at a secondary rate at the above address with the space heating supplied by electric service installed on a permanent basis, hereby requests the privilege of purchasing energy for the space conditioning load under terms and conditions of Standard Contract Rider No. 8 - Commercial Space Conditioning. The rate as of the date of this Rider as filed with and approved by the Michigan Public Service Commission is printed on the back hereof. The rate is subject to change from time to time by Order issued by the Michigan Public Service Commission.

CONTRACT TERM: This Rider is coextensive as to term with the agreement to which it is attached.

This Agreement shall be for a period of \_\_\_\_\_ years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, or whenever service is made available after that date, and thereafter shall be extended from month to month until terminated by mutual consent of the parties after that date.

Accepted:  
THE DETROIT EDISON COMPANY

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**STANDARD CONTRACT RIDER NO. 8  
COMMERCIAL SPACE HEATING**

**APPLICABLE TO —**

General Service Rate

Large General Service Rate

Schedule Designation D3

Schedule Designation D4

Available on an optional basis to customers desiring service for commercial space conditioning furnished through separately metered circuits to which no other device except electric space heating, water heating, air conditioning, or humidity control equipment may be connected and provided that all of the space heating must be either total electric or an electric heat pump supplemented by a fossil fuel furnace installed on a permanent basis. The customer must provide special circuits, the design and method of installation of which are approved by the Company as adapted to this service.

Electric space heating under the terms of this rider will be considered to include heating by light systems provided the primary means of space heating at the time of maximum requirements will be furnished by the lighting system with the balance furnished by supplementary electric heating equipment; except that, after June 15, 1970, under authority of Order of the Michigan Public Service Commission in Case U-3189, service under this paragraph is not available for either new business or for premises which had not previously qualified for service hereunder.

**RATE PER MONTH:**

Service Charge:

\$6.20 per customer per month, plus

Energy Charge:

7.48¢ per kWh for all kWh except that during the billing months of November thru May, usage in excess of 1,000 kWh per month shall be billed at 6.61¢ per kWh.

**FUEL ADJUSTMENT AND PURCHASED POWER ADJUSTMENT:** The Energy Charge in the above rate is subject to the provisions of Schedule Designation B-4.6.

**SURCHARGES AND CREDITS:** As approved by Commission. See Schedule Designation B-4.9.

**LATE PAYMENT CHARGE:** See Schedule Designation B-2.10.

**MINIMUM CHARGE:** The Service Charge.

**CONTRACT TERM:** This rate is made effective by a rider modifying the contract form prescribed for one of the applicable filed rates listed above. The contract term is co-extensive with the contract term of the applicable filed rate under which service is being taken.

**INSULATION STANDARDS FOR ELECTRIC HEATING:** See Schedule Designation B-2.12.

**OPTIONAL PROVISION FOR CERTAIN COMMON AREA ACCOUNTS:** Electric heating and common area usage of apartment or condominium accounts supplied through a single meter and billed under the terms of the Domestic Space Heating Rate D2 prior to September 28, 1978 may be billed at this rate without the necessity of separate metering if an initial block of kilowatthours is billed at the current General Service Rate D3. The initial block of kilowatthours will be determined by averaging the usage during the previous billing months of June through October. This initial block of kilowatthours will be billed on a General Service Rate D3 each billing month prior to applying the rate specified on this Rider. The only service charge to be billed to a customer utilizing this option will be the D3 service charge.

Effective on service rendered on and after April 1, 1983, under authority of Order of the Michigan Public Service Commission dated March 31, 1983, in Case U-6949.

**THE DETROIT EDISON COMPANY**

**MISCELLANEOUS STEAM AND WATER RATES**

Steam — Jefferson Street Line  
Steam — Monsanto Chemical Company  
Water — Monsanto Chemical Company

Steam — Great Lakes Steel Corporation  
(November 9, 1959)  
Steam — Great Lakes Steel Corporation  
(September 10, 1959 and sup-  
plemented September 10, 1969)

Steam — Detroit Coke Corporation

Steam — Morton Salt Company

Issued: April 1, 1983  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on service rendered on  
and after April 1, 1983, under  
authority of Order of the Michigan  
Public Service Commission dated  
March 31, 1983, in Case U-6949.

The Industrial High Pressure Steam Rate (Jefferson Line) previously described on this Rate Sheet has been cancelled.

M/153

Issued: September 19, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after September 9, 1986  
under authority of Order of the Michigan  
Public Service Commission dated  
September 9, 1986 in Case U-8507.

The Industrial High Pressure Steam Rate (Jefferson Line) previously described on this Rate Sheet has been cancelled.

M/154

Issued: September 19, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after September 9, 1986  
under authority of Order of the Michigan  
Public Service Commission dated  
September 9, 1986 in Case U-8507.

The Industrial High Pressure Steam Rate (Jefferson Line) previously described on this Rate Sheet has been cancelled.

M/155

Issued: September 19, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after September 9, 1986  
under authority of Order of the Michigan  
Public Service Commission dated  
September 9, 1986 in Case U-8507.

The Industrial High Pressure Steam Rate (Jefferson Line) previously described on this Rate Sheet has been cancelled.

M/156

Issued: September 19, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on and after September 9, 1986  
under authority of Order of the Michigan  
Public Service Commission dated  
September 9, 1986 in Case U-8507.

Delete all of Section E and substitute the following:

**E. RATE SCHEDULE - STEAM**

1. Firm Contract Capacity:

The Company shall, subject to the conditions set forth elsewhere in this Agreement, have available at all times during the term of this contract sufficient steam to supply the customer with 220,000 pounds of steam per hour which amount shall be deemed by the parties hereto to be firm contract capacity and shall be paid for by the customer according to the rate established herein. After an initial period of five years from the effective date of this Agreement, the customer may have the firm contract capacity reduced to a level of not less than 100,000 pounds of steam per hour by giving one year's written notice to the Company in advance of the reduced requirements.

2. Demand Variation:

The firm contract capacity is based on pounds of steam per hour and is not affected by momentary variation. However, sustained use of steam in excess of the firm contract capacity hereby established, if deemed to be available for this supply, shall be considered as cause to negotiate a new contract capacity based on such excess use, provided such excess use has not been previously scheduled as non-firm steam supply under the provisions of Article F.

3. Increasing Firm Contract Capacity:

The Company does not hold itself ready to supply firm steam in excess of the firm contract capacity required by this contract without an eighteen (18) month written notice from the customer in advance of his additional requirements. The firm contract capacity shall be re-established based on the customer's increased requirements as set forth in said notice. The steam demand charge set forth below in paragraph 4 of this article shall be understood to apply only for the firm contract capacity of 220,000 pounds of steam per hour which amount is deemed to be available from existing facilities at the Trenton Channel Power Plant.

4. Annual Contract Demand Charge:

The steam demand charge shall be \$3.72 per year per pound for the firm contract capacity as determined by the parties under the above provision of this contract and shall be payable in twelve (12) equal monthly installments.

(CONTINUED)

Issued: April 1, 1983  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on service rendered on  
and after April 1, 1983, under  
authority of Order of the Michigan  
Public Service Commission dated  
March 31, 1983, in Case U-6949.



5. Commodity Charge:

In addition to the monthly installment on the steam demand charge there shall be a commodity charge of \$4.48 per 1,000 pounds of steam consumed subject to fuel adjustment.

6. Fuel Adjustment:

The fuel adjustment shall consist of an additional \$.001 per 1,000 pounds of steam consumed for each full \$.00069 increase in the cost of fuel above \$2.30 per million Btu or a reduction of \$.001 per 1,000 pounds of steam consumed for each full \$.00069 decrease in the cost of fuel below \$2.30 per million Btu. The price per million Btu during any month shall be the average cost to the Company of 1,000,000 Btu of fuel burned during the preceding month at its Trenton Channel Power Plant, figured to the nearest one-thousandth of a cent. The cost of fuel shall include the cost of transportation to the Company's Trenton Channel Power Plant for such fuel, plus any excise or other tax placed upon the purchase or transportation of such fuel. Cost of unloading, reloading, storage and overhead charges are expressly excluded from the calculation of said cost of fuel.

The above fuel adjustment shall be increased or decreased by the amount per 1,000 pounds of steam equal to the difference between it and the adjustment determined in the same manner for the preceding billing month. Using the following formula, the modified fuel adjustment is:

$M = A + (A-B)$  where

M = Modified fuel adjustment

A = Fuel adjustment without modification

B = Fuel adjustment without modification the previous month

7. Minimum Charge:

The monthly minimum charge for steam service shall be the monthly installment on the annual contract demand charge.

8. Late Payment Charge:

A one-time late payment charge of 2% upon the unpaid balance of any bill rendered for energy use or other approved rates and tariffs outstanding beyond 21 calendar days from the date of physical mailing of the bill will be assessed.

Issued: April 1, 1983  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on service rendered on and after April 1, 1983, under authority of Order of the Michigan Public Service Commission dated March 31, 1983, in Case U-6949.

GENERAL SERVICE WATER AGREEMENT  
BETWEEN MONSANTO COMPANY AND DETROIT EDISON COMPANY  
DATED DECEMBER 21, 1965

Delete Section E and substitute the following:

**E. RATE SCHEDULE - WATER**

1. Contract Capacity:

The Company shall, subject to the conditions set forth elsewhere in this Agreement, have available at all times during the term of this contract, sufficient pumping capacity to supply the customer with 20,000 gallons per minute of general service water at a minimum pressure of 25 psig. at the property line which amount shall be deemed by the parties hereto to be the contract capacity and shall be paid for by the customer according to the rate established herein.

2. Demand Variation:

The contract capacity is based on gallons of water per minute and is not affected by momentary variation. However, sustained use of general service water in excess of the contract capacity hereby established, if deemed to be available for this supply, shall be considered as cause to negotiate a new contract capacity based on such excess use.

3. Increasing Contract Capacity:

In the event the customer requires additional supplies of general service water, the Company will endeavor to provide additional facilities at rates and charges to be agreed upon at the time.

4. Contract Demand Charge:

The monthly demand charge shall be \$19.30 per hundred gallons per minute of contract capacity as determined by the parties under the above provision of this contract.

(CONTINUED)

Issued: April 1, 1983  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on service rendered on and after April 1, 1983, under authority of Order of the Michigan Public Service Commission dated March 31, 1983, in Case U-6949.

5. Commodity Charge:

In addition, there shall be a commodity charge of \$0.022 per thousand gallons for all water delivered.

6. Minimum Charge:

The monthly minimum charge shall be the demand charge for the contract capacity but not for less than 20,000 gallons per minute.

7. Late Payment Charge:

A one-time late payment charge of 2% upon the unpaid balance of any bill rendered for energy use or other approved rates and tariffs outstanding beyond 21 calendar days from the date of physical mailing of the bill will be assessed.

Issued: April 1, 1983  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Effective on service rendered on  
and after April 1, 1983, under  
authority of Order of the Michigan  
Public Service Commission dated  
March 31, 1983, in Case U-6949.

The Steam Contract Agreement between The Detroit Edison Company and the  
Great Lakes Steel Corporation for service from the Delray Power Plant  
was terminated effective January 13, 1988.

Issued: March 24, 1988  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



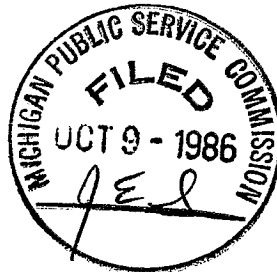
Steam contract agreement between the Detroit Edison Company  
and Detroit Coke Corporation was terminated effective  
October 6, 1984.

Issued: October 8, 1986  
By E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



Steam contract agreement between Detroit Edison Company and  
Morton Salt Company was terminated effective August 27, 1985.

Issued: October 8, 1986  
By E. L. Groved, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



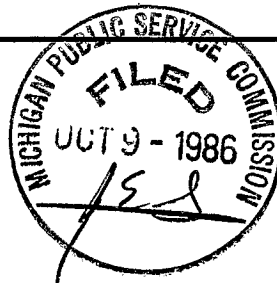
THE DETROIT EDISON COMPANY

PORT HURON PAPER COMPANY

STEAM RATES

Steam contract agreement between Detroit Edison Company and Port Huron Paper Company was terminated effective August 5, 1985.

Issued: October 8, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226



THE DETROIT EDISON COMPANY

PENNWALT CORPORATION

STEAM RATES

&

COMPRESSED AIR RATES

Steam and compressed air agreement between Detroit Edison Company and Pennwalt Corporation was terminated effective January 31, 1986.



Issued: October 8, 1986  
By: E. L. Grove, Jr.  
Vice Chairman of the Board  
2000 Second Avenue  
Detroit, Michigan 48226