

Schedule Designation D8
Interruptible Supply Agreement



D8 DE 963-7037 02/10

THIS AGREEMENT, dated _____, 20____,

by and between _____
(Name)

a _____,
(Legal Entity and State of Organization)

herein called the "Customer", and The Detroit Edison Company, a Michigan corporation, of One Energy Plaza, 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.a. This Agreement shall be for a period of five (5) years beginning on _____, 20____, 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.
- b. Where special services are required, the term will be as specified in the applicable contract rider.
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 implementation of the Emergency Electrical Procedures as delineated in Rule C3.
3. The Customer shall pay for the supply of electric energy delivered by the Company at the Interruptible Supply Rate as approved by the Michigan Public Service Commission, from time to time. The rate as of the date of this Agreement is attached.

RATE SCHEDULE NO. D8

INTERRUPTIBLE SUPPLY RATE

AVAILABILITY OF SERVICE: Available to customers desiring separately metered service at primary voltage who contract for a specified quantity of demonstrated interruptible load of not less than 50 kilowatts at a single location. Contracted interruptible capacity on this rate is limited to 150 megawatts.

HOURS OF INTERRUPTION: All electric power delivered hereunder shall be subject to curtailment on order of the Company. Customers may be ordered to interrupt only when the Company finds it necessary to do so either to maintain system integrity or when the existence of such loads shall lead to a capacity deficiency by the utility. A System Integrity Interruption Order may be given by the Company when the failure to interrupt will contribute to the implementation of the rules for emergency electrical procedures under Section C3. A Capacity Deficiency Interruption Order may be given by the Company when available system generation is insufficient to meet anticipated system load.

NOTICE OF INTERRUPTION: The customer shall be provided, whenever possible, notice in advance of probable interruption and the estimated duration of the interruption.

NON-INTERRUPTION FEE: Customers who do not interrupt within one hour following notice of a capacity deficiency interruption order shall be billed at the cost of replacement energy plus 0.576¢ per kWh during the time of interruption plus the applicable voltage level charge, but not less than the normal D8 rate. Voltage level charges for service other than transmission voltage are:
0.15¢ per kWh at the distribution level.
0.05¢ per kWh at the subtransmission level.

NON-INTERRUPTION PENALTY: A customer who does not interrupt within one hour following a system integrity interruption order shall be billed at the rate of \$10 per kW for the highest 30-minute kW demand created during the interruption period for all usage above the customer's firm demand, in addition to the prescribed monthly rate. In addition, the interruptible contract capacity of a customer who does not interrupt within one hour following notice shall be immediately reduced by the amount by which the customer failed to interrupt, unless the customer demonstrates that failure to interrupt was beyond its control.

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 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.

Full Service Customers:

Power Supply Charges:

Demand Charge: \$6.59 per kW of on-peak billing demand
Energy Charge: 3.973¢ per kWh for all on-peak kWh
3.673¢ per kWh for all off-peak kWh

Voltage Level Discount:

0.15¢ per kWh at transmission level
0.10¢ per kWh at subtransmission level

RATE SCHEDULE NO. D8 (CONTD)

INTERRUPTIBLE SUPPLY RATE

RATE PER MONTH:

Full Service Customers (Contd):

Delivery Charges:

Service Charge: \$275 per month

Distribution Charges:

For primary service (less than 24 kV) \$4.45 per kW of maximum demand and 0.503¢ per kWh for all energy delivered.

For service at subtransmission voltage (24 to 41.6 kV) \$3.35 per kW of maximum demand and 0.503¢ per kWh for all energy delivered.

For service at transmission voltage (120 kV and above) \$2.51 per kW of maximum demand and 0.503¢ per kWh for all energy delivered.

Substation Credit: Available to customers where service at sub-transmission voltage level (24 to 41.6 kV) or higher is required, who provide the on-site substation including all necessary transforming, controlling and protective equipment. A credit of \$.30 per kW of maximum demand shall be applied to the maximum demand charge. A credit of .040¢ per kWh shall be applied to the energy charge where the service is metered on the primary side of the transformer.

Surcharges and Credits: As approved by the Commission. See Sections C8.5 and C9.8.

Retail Access Service customers:

Delivery Charges:

Service Charge: \$275 per month

Distribution Charges:

For primary service (less than 24 kV) \$3.03 per kW of maximum demand.

For service at subtransmission voltage (24 to 41.6 kV) \$1.14 per kW of maximum demand.

For service at transmission voltage (120 kV and above) \$0.76 per kW of maximum demand.

Substation Credit: Available to customers where service at sub-transmission voltage level (24 to 41.6 kV) or higher is required, who provide the on-site substation including all necessary transforming, controlling and protective equipment. A credit of \$.30 per kW of maximum demand shall be applied to the maximum demand charge. A credit of .040¢ per kWh shall be applied to the energy charge where the service is metered on the primary side of the transformer.

Surcharges and Credits: As approved by the Commission. See Section C9.8.

LATE PAYMENT CHARGE: See Section C4.8.

DEFINITION OF CUSTOMER VOLTAGE LEVEL: See Section C13.

MONTHLY ON-PEAK BILLING DEMAND: The monthly on-peak billing demand shall be the single highest 30-minute 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 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.

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.

RATE SCHEDULE NO. D8 (CONTD)**INTERRUPTIBLE SUPPLY RATE**

MINIMUM CHARGE: All applicable demand charges plus the service charge and any applicable per meter per month surcharges.

ON-PEAK HOURS: See Section C11.

PRODUCT PROTECTION PROVISION (Full Service Customers Only): A customer on rate D8 may elect to contract for a minimum load during the period of interruption to protect his product or process. This minimum load called "product protection load" shall not exceed 50% 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 Primary Supply Rate (D6) including on-peak demand charges and maximum demand charges as applicable.

POWER FACTOR CLAUSE:**Full Service Customers:**

The rates and charges under this tariff are based on the customer maintaining a power factor of not less than 85% lagging. Any 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, [Section C12](#). 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.

Retail Access Service Customers:

A power factor of less than 70% is not permitted and necessary corrective equipment must be installed by the Customer to correct to a minimum level of 70%. Power factor and excess Reactive Demand charges will be calculated at each Customer location at the time of the Location's single highest 30-minute integrated kW reading of the Interval Demand Meter during the on-peak hours of the billing period, which are those hours from 7 a.m. until 11 p.m. consistent with the ITC Open Access Transmission Tariff. Excess Reactive Demand is any Reactive Demand resulting from operations below 80% power factor. A monthly charge of \$3.50/kVAR will be applied to excess Reactive Demand.

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 load. The increase of contract capacity may be limited if, in the opinion of the Company, additional interruptible capacity is not available.

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.

CONTRACT TERM: 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.