Resale of Service
Schedule Designation R4

Standard Contract Rider No. 4

Detroit Edison
A DTE Energy Company

DE 963-1818 9-00

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 _____ , 20 _____ , 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 Village _____ 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 Primary Supply 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 the Company.

5. Customer shall furnish, install and maintain, or shall cause to be furnished, installed and maintained, all electrical facilities, including poles, wire, 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 form 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. U-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 Customers'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 audit 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 Residential 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 kilowatthour 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 of 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 Customers'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 rate 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

_____ , 20 _____ , 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 kilowatthours 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 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 Residential Service Rate.

The park operator shall provide the distribution system in the park, and meters, suitably protected form the weather, acceptable to Company. The park operator may purchase meters form 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 ADMINISTRATIVE CODE
RULES FOR ELECTRICAL SERVICE

Some pertinent paragraphs from the Michigan Administrative Code are reprinted herein for the information of Resale Customers of The Detroit Edison Company. Copies of the complete rules are available from the Michigan Public Service Commission or from Division Offices of The Detroit Edison Company.

INFORMATION ON BILLS. R460.2119

(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.

ADJUSTMENT OF BILLS FOR METER ERRORS. R460.3403

(a) If the result of the tests of a customer's meter (made at the request of the customer) shows an average error greater than two percent (2%), 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 the 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.

RECORDS. R460.3615

(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 had 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.