

# Standard Contract Rider No. 9



02/10

THIS RIDER, dated \_\_\_\_\_, 20\_\_\_\_\_,  
is attached to and becomes a part of a Primary Supply Rate (D6) or Alternative Supply Rate (D6.1) agreement dated \_\_\_\_\_,  
20\_\_\_\_\_, between \_\_\_\_\_ the  
(Legal Entity and State of Organization)

“Customer”, and The Detroit Edison Company, the “Company”, for a supply of electric energy to the Customer's premises located at:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City-Village-Township)

The Customer, now operating at the above address, and having added Qualifying New Load and having satisfied the metering requirements set forth in Standard Contract Rider No. 9, hereby requests the purchase of energy for the Qualifying New Load under terms and conditions of the Standard Contract Rider No. 9 – Economic Development Rider. The Company hereby agrees that service to such Qualified New Load shall be billed at the established rate in Standard Contract Rider No. 9 – Economic Development Rider. 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.

**Qualifying New Load:**      Metered Load – See D6/D6.1 Agreement  
Unmetered Load      \_\_\_\_\_ kW

CONTRACT TERM: This rider shall be effective for the period beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, or whenever service is made available, and shall continue until October 5, 2013.

Accepted:

THE DETROIT EDISON COMPANY

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

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

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

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

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

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

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

**APPLICABLE TO:**      **Primary Supply Rate**  
                                 **Alternative Primary Supply Rate**

**Schedule Designation D6**  
**Schedule Designation D6.1**

**AVAILABILITY:**

This rider is available to Full Service and Retail Access Service customers that add Qualifying New Load on or after January 26, 2010 or pre-existing Rider 9 customers. Qualifying New Load is defined as load in kW that meets the following requirements:

**New Locations**

For new locations Qualifying New Load must be a minimum of 1,000 kW on the base rate.

**Existing Locations**

For existing locations Qualifying New Load must be the direct result of new equipment additions and meet the following minimum size requirements:

- 1) Qualifying New Load must be at least 20% of the highest 30-minute integrated site level demand over the previous 12 months but not less than 500 kW; and
- 2) The combined existing base rate load and Qualified New Load must be at least 1,000 kW.

Customers desiring service under this rider for loads at existing locations must provide the Company with an affidavit attesting to the addition of new equipment and the size of the Qualifying New Load. The increase in connected load cannot be due to a relocation of work from another facility in Michigan that had been in operation at any time during the prior 12 months or due to fuel switching.

**METERING REQUIREMENTS:** The Qualifying New Load shall be separately metered. The Company and Customer may – as an alternative to separate metering – mutually agree to negotiate an amount of demand or energy usage for billing under this Rider for situations where it might be cost-prohibitive to separately meter the Qualifying New Load.

**RATE PER MONTH:**

**Full Service Customers:**

For New Customers the Qualifying New Load will be priced per the Full Service charges for the applicable base rate and will receive an Economic Development Credit.

For Pre-Existing Rider 9 Customers for purposes of applying the Economic Development Credit, the number of months of service taken under the previous Rider 9 will be applied to the discount schedule below to determine the initial Economic Development Credit level.

For Example: A Customer with 26 months of service under the previous Rider 9 would have their initial Economic Development Credit calculated using the 22% discount corresponding to the 3<sup>rd</sup> 12 months.

**Economic Development Credit:** The monthly credit for the Economic Development Rider shall be structured using a decreasing scale of percentages over the term of the contract and applied as follows:

1st 12 Months.....	30 %
2nd 12 Months .....	27 %
3rd 12 Months.....	22 %
4th 12 Months.....	15 %
5th 12 Months.....	6 %

The Rider 9 credit shall be calculated by taking the incremental base rate revenue (excluding surcharges and the PSCR factor) times the corresponding percentage for a given year. The result shall then be deducted from the customer’s bill.

This provision shall not be taken in conjunction with the Experimental Load Aggregation Provision (ELAP).

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

**Retail Access Service Customers:**

Economic Development Credit: The monthly credit for the Economic Development Rider shall be structured using a decreasing scale of percentages over the term of the contract and applied as follows:

1st 12 Months.....	30 %
2nd 12 Months.....	27 %
3rd 12 Months.....	22 %
4th 12 Months.....	15 %
5th 12 Months.....	6 %

The Rider 9 credit shall be calculated by taking the incremental base rate revenue times the corresponding percentage for a given year. The result shall then be deducted from the customer’s bill.

This provision shall not be taken in conjunction with the Experimental Load Aggregation Provision (ELAP).

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

**CONTRACT TERM:** The rate will be available for up to a five-year period beginning from the effective date of the contract (new or previous) and not later than October 5, 2013.

Once enrolled, the customer must maintain 75% of the incremental contracted Maximum Demand, in addition to their base load, over the term of the contract. If the annual average incremental Maximum Demand falls below the 75% floor at any time within the term of the contract, the Company shall remove the customer from this provision and the customer shall be required to return 50% of the Rider 9 credit distributed to them for the corresponding year in which the customer was removed from this provision.

If any new and/or relocating customer requires an extended period of time to achieve the increase in connected load the customer shall provide the Company written notice indicating the anticipated date in which they expect to reach the 1,000 kW minimum load requirement. Once the customer achieves the minimum load requirement, the customer shall begin receiving the appropriate credit under this service provision based upon the time elapsed from the written notification date until the actual 1,000 kW requirement is met.