

DE 963-4346 2/25

THIS AGREEMENT, dated_____., 20_____.

by and between the_____

(Legal Entity and State of Organization)

"Customer" and DTE Electric Company, a Michigan corporation, of One Energy Plaza, Detroit, Michigan 48226, 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 Customer, now operating at the above address, and having provided special circuits for interruptible service so that the Company can install the necessary meters and control equipment, requests the purchase of energy for its interruptible load under the terms and conditions of the Interruptible General Service Rate. The Company agrees that the interruptible general service shall be billed at the established rate described under Schedule Designation D3.3 – Interruptible General Service which is attached. The rate is subject to change from time to time by Order issued by the Michigan Public Service Commission.

EFFECTIVE DATE: This agreement shall begin on the _____ day of _____, 20__, or whenever the requirements for service under this rate are satisfied.

Accepted:
DTE ELECTRIC COMPANY
Company: ______
By: _____Authorized Signature
Name: ______Name: ______
Title: ______ Title: ______ Title: ______

, the

RATE SCHEDULE NO. D3.3

- **AVAILABILITY OF SERVICE:** Available to no more than 300 customers desiring interruptible service in conjunction with service taken under the general service rate. Service to interruptible load may be taken through separately metered circuits and permanently wired. The design and method of installation for application of this rate shall be subject to the approval of the Company. Service to interruptible load may not be transferred to firm service circuits to avoid interruption. At the Company's option, in lieu of the requirement for separately metered circuits and associated interruption equipment the customer may elect to contract for a minimum firm load demand to protect product or process loads in accordance with the product protection provision of this tariff. Under this option, interval demand metering will be installed in order to monitor compliance when called to interrupt load. This rate is not available for loads that are primarily off-peak, such as outdoor lighting. Customers who take service on this tariff are not eligible to participate in another Demand Response program with an Aggregator of Retail Customer (ARC) in any MISO season.
- HOURS OF SERVICE: 24 hours except as described below.
- **HOURS OF INTERRUPTION:** All interruptible load served hereunder shall be subject to interruption by the Company and may include interruptions for, but not limited to, maintaining system integrity, economic reasons, or when available system generation is insufficient to meet anticipated system load. 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.
- **TESTING PROCEDURES:** In accordance with participation in an interruptible tariff, the customer agrees to comply with Company requirements regarding testing procedures. Customer shall complete and sign an interruptible responsibility letter annually by April 1st. Failure to sign and submit the interruptible responsibility letter may result in removal from this interruptible tariff. The letter designates that the customer understands their responsibility to interrupt, has an interruption plan, and has the capability to interrupt the contracted load. In addition, the Company will conduct multiple simulations each year to verify the communication system is working properly.
- **NOTICE OF INTERRUPTION**: The customer shall be provided, whenever possible; 1) notice in advance (generally 1 hour) of probable interruption; 2) the time in which customer must fully reduce its interruptible load, and; 3) the estimated duration of the interruption. The customer shall be provided notice of the actual end time for the system integrity order.
- **NON-INTERRUPTION PENALTY:** A customer who does not fully comply with the timing and load reduction prescribed in the Notice of Interruption shall be billed at the higher of (i) the rate of \$50 per kW applied to the highest 60-minute integrated interruptible demand (kW) or (ii) the actual damages incurred by the Company, including any MISO penalties, in addition to the prescribed monthly rate. In addition, the interruptible contract capacity of a customer who does not fully comply with an interruption order may 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, single-phase, nominally at 120/240 volts, three-wire; or three-phase four-wire, Y connected at 208Y/120 volts; or under certain conditions three-phase four-wire, Y connected at 480Y/277 volts.

In certain city districts, alternating current is supplied from a Y connected secondary network from which 120/208 volts, single-phase three-wire; or 208Y/120 volts, three-phase four-wire service may be taken.

RATE PER MONTH:

Full Service Customers:	
Power Supply Charges:	
Capacity Energy Charge:	2.309¢ per kWh for all kWh
Non-Capacity Energy Charge:	4.523¢ per kWh for all kWh
Delivery Charges:	
Service Charge:	\$11.25 per month
Distribution Charge:	5.858¢ per kWh for all kWh
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Surcharges and Credits: As approved by the Commission. See Sections C8.5 and C9.8.

Retail Access Service Customers:

Power Supply Charges for Retail Access Service Customers taking Utility Capacity Service from DTE: Capacity Energy Charge: 2.309¢ per kWh for all kWh

Delivery Charges:

Service Charge:	\$11.25 per month
Distribution Charge:	5.858¢ per kWh for all kWh

Surcharges and Credits: As approved by the Commission. See Section C9.8. Capacity related surcharges and credits applicable to power supply, excluding PSCR, as approved by the commission. See Section C8.5.

LATE PAYMENT CHARGE: See Section C4.8.

MINIMUM CHARGE: The Service Charge plus any applicable per meter per month surcharges.

- **PRODUCT PROTECTION PROVISION:** (Full Service Customers Only): A customer on rate D3.3 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 rates equal to the General Service Rate (D3) power supply charge.
- **CONTRACT TERM:** The contract term is one year, 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 first year. However, where special services are required or where the investment to serve is out of proportion to the revenue derived there from, the contract term will be as specified in the applicable contract rider or Extension of Service Agreement.