



**Schedule Designation D8
Interruptible Supply Agreement**

THIS AGREEMENT, dated _____, 20____,

by and between _____
(Name)

a _____
(Legal Entity and State of Organization)

herein called the "Customer", and The DTE Electric 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.

4. Electric service that requires construction of a line extension or other facilities is subject to the provisions of Rule C6.1.
5. a. In some cases the Customer is eligible to take service under any one of two or more rates. If requested, the Company will advise the Customer in the selection of the rate, which will give it the lowest cost of service, based on the information at hand, but the responsibility for the selection of the rate lies with the Customer.
- b. After the Customer has selected the rate under which it elects to take service, it is not permitted to change from that rate to another until twelve months have elapsed. A Customer will not be permitted to evade this rule by the device of temporarily terminating service.
- c. 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.
6. 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 and the Rules and Regulations are subject to change from time to time by order issued by the Michigan Public Service Commission.
7. The supply and associated service are also governed by the Rules of Electrical Service established by the Michigan Public Service Commission and by the Company's Standard Rules and Regulations. All Rules are subject to change from time to time.
8. The Customer _____ another source of power, and desires an initial contract capacity

Has or Has Not

of _____ kilowatts, at a nominal voltage of _____ volts.
9. Pursuant to the Product Protection Provision of the Interruptible Supply Rate the Customer and the Company agree, that the Product Protection Level will be _____ kW.

Accepted:

DTE ELECTRIC COMPANY

Customer: _____

By: _____

Authorized Signature

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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 300 megawatts.

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.

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 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.

CONDITIONS OF INTERRUPTION: All interruptible load served hereunder shall be subject to Capacity Deficiency Orders and System Integrity Interruption Orders.

A Capacity Deficiency Order is a pricing provision that permits a customer to choose to pay higher hourly energy rates when (a) energy prices to the Company in the Midwest ISO energy market are above the D8 energy rate and (b) the Company's available generation assets are insufficient to meet the Company's full service load. The customer has the choice of either paying higher energy rates through the non-interruption fee or avoid paying the higher energy rates by reducing or interrupting load, at the customer's discretion.

A System Integrity Interruption Order is a non-discretionary order requiring a customer to interrupt load. All interruptible load served hereunder shall be subject to interruption by the Company in order to maintain system integrity. 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.

CAPACITY DEFICIENCY ORDER:

NOTICE OF CAPACITY DEFICIENCY: The customer shall be provided at least one hour advance notice of a capacity deficiency order. This notice will include the effective start time and estimated duration of the capacity deficiency order along with an estimate of the replacement energy cost in cents per kilowatt-hour. The customer shall be provided notice of the actual end time for the capacity deficiency order.

RATE SCHEDULE NO. D8 (Contd.)

INTERRUPTIBLE SUPPLY RATE

NON-INTERRUPTION FEE: Customers who do not interrupt by the effective start time of a capacity deficiency 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:

- 0.134¢ per kWh at the distribution level.
- 0.074¢ per kWh at the subtransmission level.

SYSTEM INTEGRITY INTERRUPTION ORDER:

NOTICE OF SYSTEM INTEGRITY INTERRUPTION: The customer shall be provided:

- 1) Notice at least 1 hour in advance of probable interruption, whenever possible;
- 2) The time in which customer must fully reduce 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 System Integrity 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) created during the interruption period 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 a System Integrity interruption order may be immediately reduced by the amount the customer failed to interrupt, unless the customer demonstrates that failure to interrupt was beyond its control.

RATE PER MONTH:

Full Service Customers:

Power Supply Charges:

Capacity

Demand Charge: \$5.90 per kW of on-peak billing demand

Voltage Level Discount:

\$0.25 per kW of on-peak billing demand at transmission level

\$0.12 per kW of on-peak billing demand at subtransmission level

Non-Capacity

Demand Charge: \$3.94 per kW of on-peak billing demand

Voltage Level Discount:

\$0.16 per kW of on-peak billing demand at transmission level

\$0.07 per kW of on-peak billing demand at subtransmission level

Energy Charge:

4.148¢ per kWh for all on-peak kWh

3.148¢ per kWh for all off-peak kWh

Voltage Level Discount:

0.134¢ per kWh at transmission level

0.060¢ per kWh at subtransmission level

Delivery Charges:

Primary Service Charge: \$70 per month

Subtransmission and Transmission Service Charge: \$375 per month

Distribution Charges:

For primary service (less than 24 kV) \$5.33 per kW of maximum demand.

For service at subtransmission voltage (24 to 41.6 kV) \$2.21 per kW of maximum demand.

For service at transmission voltage (120 kV and above) \$0.93 per kW of maximum demand.

RATE SCHEDULE NO. D8 (Contd.)

INTERRUPTIBLE SUPPLY RATE

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 \$0.30 per kW of maximum demand shall be applied to the maximum demand charge. A credit of 0.040¢ 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:

Capacity (only applicable to Retail Access Service Customers receiving Utility Capacity Service from DTE Electric)

Demand Charge: \$5.90 per kW of on-peak billing demand

Voltage Level Discount:

\$0.25 per kW of on-peak billing demand at transmission level

\$0.12 per kW of on-peak billing demand at subtransmission level

Capacity related surcharges and credits applicable to power supply, excluding PSCR, as approved by the Commission. See Section C8.5.

Delivery Charges:

Primary Service Charge: \$70 per month

Subtransmission and Transmission Service Charge: \$375 per month

Distribution Charges:

For primary service (less than 24 kV) \$5.33 per kW of maximum demand.

For service at subtransmission voltage (24 to 41.6 kV) \$2.21 per kW of maximum demand.

For service at transmission voltage (120 kV and above) \$0.93 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.

RATE SCHEDULE NO. D8 (Contd.)

INTERRUPTIBLE SUPPLY RATE

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.

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 and Utility Capacity 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 Primary Supply Rate (D11) on-peak billing demand charge.

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.

RATE SCHEDULE NO. D8 (Contd.)

INTERRUPTIBLE SUPPLY RATE

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.