



Interruptible Supply Rider
Schedule Designation R10
Standard Contract Rider No. 10

DE 963-5326 11/22

THIS RIDER, dated _____ 20_____,
is attached to and becomes a part of an agreement dated _____, 20_____,
between the _____ the
(Legal Entity and State of Organization)

“Customer”, and DTE Electric 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 provided special circuits so that the Company can install the necessary meters and control equipment, hereby requests the purchase of energy under the terms and conditions of Standard Contract Rider No. 10 – Interruptible Supply Rider. The Company hereby agrees that service shall be billed at the established rate in Standard Contract Rider No. 10 – Interruptible Supply 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.

Interruptible Contract Capacity: The contract capacity shall be _____ kW.

CONTRACT TERM: This rider shall be for a period of two years beginning on the _____ day of _____ 20____, extending thereafter from month-to-month until terminated by one year written notice by either party. Once notice of termination is given by the Customer, such notice cannot be withdrawn without full permission of the Company. For the first year of service under this rider, the Customer shall have the right to terminate the contract and return to service under the Company’s rates for firm service by paying an amount equal to the D11 on-peak billing demand charge times the contract capacity for the number of months served under this rider. Any terminated capacity shall not be assignable by the Customer. Any terminated capacity shall revert to the Company for reassignment. If a customer operates at or below the contracted amount of interruptible capacity for more than twelve months, except for unusual conditions mutually agreed to by the Company and the Customer, the contracted amount of interruptible capacity may be reduced by the Company and may be reassigned by the Company.

Accepted:

DTE ELECTRIC COMPANY

Company: _____

By: _____
Authorized Signature

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

STANDARD CONTRACT RIDER NO. 10

INTERRUPTIBLE SUPPLY RIDER

AVAILABILITY OF SERVICE: Available to Primary Supply Rate (D11) customers desiring interruptible service for a total of not less than 50,000 kilowatts of contracted interruptible service at a single location. The total contracted interruptible capacity on this tariff is limited to 400,000 kilowatts. This rider is effective for service rendered on and after January 1, 1993.

The contracted interruptible capacity limit on this tariff shall be increased to 525,000 kilowatts in 1994 and 650,000 kilowatts in 1995. The increase shall apply to customers desiring interruptible service for a total of not less than 5,000 kilowatts of contracted interruptible service at a single location.

In the event the total contracted interruptible capacity is less than the approved limit specified above, the Company may offer the remaining capacity, to otherwise eligible customers willing to contract for less than the minimum contract capacity amounts specified above.

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. For definition of customer voltage level, see Section C13.

HOURS OF INTERRUPTION: 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.

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 load; 3) and 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) 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 an 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.

If the customer fails to curtail load as requested, the Company reserves the right to interrupt the customer's total separately metered load on this rider, or total plant if not separately metered, and the customer will be billed at the rate of \$50 per kW per instance applied to contract capacity.

STANDARD CONTRACT RIDER NO. 10 (Contd.)

INTERRUPTIBLE SUPPLY RIDER

CONTRACT CAPACITY: Customers shall contract for a specified capacity in kilowatts sufficient to meet the customers' maximum interruptible requirements, but not less than the minimum contract capacity amounts, specified above. Demand/Energy in excess of the contracted load level will be billed under the applicable Primary Supply Rate. The contract capacity 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 connected load. Capacity disconnected from service under this rider shall not be subsequently served under any other tariff during the term of this contract and subsequent renewal periods.

RATE PER MONTH:

Full Service Customers:

Power Supply Charges:

Non-Capacity:

The Energy charge will be the real time MISO locational hourly marginal energy price for the DTE Electric-appropriate load node. In addition to the MISO locational hourly marginal energy price the following charges will also apply:

0.756¢/kWh for MISO network transmission costs and MISO energy market costs plus,
An administrative charge of 0.724¢/kWh plus,
A voltage level service adder of 1.56% for transmission, 3.73% for subtransmission and 5.50% for primary.

Delivery Charges:

Primary Service Charge: \$70 per month

Subtransmission and Transmission Service Charge: \$375 per month

Distribution Charges:

For primary service (less than 24kV) \$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 subtransmission voltage level 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:

Primary Service Charge: \$70 per month

Subtransmission and Transmission Service Charge: \$375 per month

Distribution Charges:

For primary service (less than 24kV) \$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 subtransmission voltage level 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.

MINIMUM CHARGE: The Service Charge plus the Maximum Demand Charge, plus all applicable energy charges plus any applicable per meter per month surcharge.

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 the contract capacity. This clause is applicable to each voltage level served.

POWER FACTOR CLAUSE: Shall be the Power Factor Clause as defined in the Primary Supply Rate (D11).

SPECIAL TERMS AND CONDITIONS: Customer-owned equipment must be operated so the voltage fluctuations on the primary distribution system of the Company shall not exceed permissible limits.

The customer will own and maintain the necessary equipment to separate the interruptible load from the firm power load. This equipment must meet the Company standards. The customer must also provide space for the separate metering of the interruptible load.

The interruptible load shall not be served from firm power circuits at any time. Violations of this provision will result in a charge of \$50 per kilowatt per month applied to the interruptible load determined to have been served from firm power circuits.

SPECIAL TERMS AND CONDITIONS (contd):

In order to implement Company initiated interruptions, the Company shall install and maintain, at the customer's expense, any equipment necessary to permit the Company to control interruptions of the customer's load and any facilities necessary to transmit and receive information regarding hourly energy costs and real-time monitoring of the customer's load. The Company will conduct at least once a year a physical test of this equipment to verify that it is functioning properly. The customer is also required to provide the Company with an hourly schedule of expected customer loads. These hourly schedules will be delivered to the Company weekly and no later than Thursday for estimates for the following week.

Electric energy from any source, other than the Company's, will be used to first reduce sales on this rider. Standby service will not be billed at this rider, but must be taken under Riders No.3, No.5, or No.6.

CONTRACT TERM: The contract term is 2 years, extending thereafter from month-to-month until terminated by 1 year written notice by either party. Once notice of termination is given by the customer, such notice cannot be withdrawn without full permission of the Company. For the first year of service under this rider, the customer shall have the right to terminate the contract and return to service under the Company's rates for firm service by paying an amount equal to the D11 on-peak billing demand charge times the contract capacity for the number of months served under this rider.