

EXPERIMENTAL RETAIL ACCESS SERVICE TARIFF  
FOR CUSTOMER-PROCURED POWER — continued5. TERM AND COMMENCEMENT OF SERVICE

5.1 Customers may take service under this tariff until June 30, 2004 or as may be extended by the Commission. ~~However, if the Customer desires to transfer to a different rate or tariff before June 30, 2004, the Customer must give 6 months notice prior to taking may take~~ service under any rate or tariff for which it qualifies. ~~However, the Customer may transfer within the notice period provided that for the balance of the 6-month period the Customer's~~ Load involved in such change will be served from incremental generation or power supply resources beyond those required to serve other retail Customers. Instead of assessing the Customer for power supply charges under the Company's power supply cost recovery clause, the incremental power supply costs will be assigned to the Customer in addition to the other charges provided by the tariff to which the Customer transfers, ~~During the 6-month notice period,~~ Customers transferring to a different rate or tariff may also be subject to interruption to maintain system integrity.

5.2 Experimental Retail Access Service may not commence until metering has been installed as specified in the tariff and the Company has received an executed Transmission Service Agreement and other agreements as specified in Section 7.

5.3 Either the Customer, the Customer's Marketer, or the Customer's Retailer must i) have a valid Certificate of Convenience and Necessity issued by the Commission, and ii) have a valid franchise authorizing the Customer, Retailer or Marketer to conduct business in each community in which Power is to be delivered. All participating entities must comply with all franchise, statutory and regulatory requirements of state and federal law and must enter into agreements satisfactory to the Company for the provision and exchange of Customer information associated with service under this tariff.

6. RATES AND CHARGES

## Description of Charges

6.1 Service Charge: The Service Charge shall apply to each Location served under this tariff.

6.2 System Use Charge: The System Use Charge shall be the product of the applicable rate and the Customer's maximum demand, at each voltage level, for each Location. The maximum demand shall be the highest 30-minute integrated kW demand created during the previous 12 billing months at each voltage level (whether the Customer received service under this tariff or a Detroit Edison retail tariff or contract), including the current month but not less than 50% of Distribution Contract Capacity.

6.3 Distribution Contract Capacity: Customers shall contract for an amount of capacity sufficient to meet the maximum requirements of the Load connected to the Company's Distribution System at the Customer's Location. Customers not having previously established service requirements shall contract with the Company for a specified Distribution Contract Capacity in a kilowatt amount sufficient to meet maximum requirements for each Location. Customers having previously established contract capacities prior to transferring from bundled, full requirements service to Experimental Retail Access Service shall have their Distribution Contract Capacity set at their existing contract capacity for each Location at each-voltage level. The Company will provide the necessary facilities to deliver Power from its distribution system at the Distribution Contract Capacity. Subject to the provisions of the Company's Rules, any incremental cost incurred by the Company to provide the necessary facilities to meet the Customer's increased demand for distribution services over the Distribution Contract Capacity existing when service commences under this tariff shall be the responsibility of the Customer.

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Issued: ~~March 22, 1999~~  
By: L.G. Garberding  
Executive Vice President  
and Chief Financial Officer  
2000 Second Avenue  
Detroit, Michigan 48226

Effective for service rendered on  
and after March 8, 1999 under  
authority of order of the Michigan  
Public Service Commission in Case  
No. U-10840 dated March 8, 1999

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10. OTHER PROVISIONS

10.1 All Points of Receipt for Power produced within the Company's retail service territory for delivery to Customers within that territory shall be considered as points located on the Company's Transmission System.

10.2 Customers, Retailers, or Marketers desiring to operate electric generation equipment connected in parallel with the Company's system must comply with the Company's Protective Relaying, Operating and Telemetering Guidelines for Independently Owned Generation and before operating such equipment must obtain certification, in writing, from the Company that the conditions outlined in the Guidelines have been met.

10.3 Customer equipment must be operated so that voltage flicker and harmonics on the distribution system of the Company shall not exceed permissible limits established by the Company. Failure to comply with this requirement may result in discontinuance of service to the Customer and disconnection of Customer's Load from the Company's system.

10.4 The Company's Rules and Regulations as currently in effect are incorporated by reference into this tariff to the extent applicable and, Rule C-2.2(2) notwithstanding, only to the extent not inconsistent with the terms of this tariff.

10.5 Priorities of curtailment during controlled Emergency Electrical Procedures are as follows:

Retail Customers with normal supply from a Marketer are not subject to curtailment as long as Detroit Edison continues to have the ability to deliver that energy.

Retail customers under backup supply from Detroit Edison are subject to curtailment after all interruptible customers and before any firm bundled service customer.

Return to service customers during the six-month notification period are subject to curtailment after all interruptible customers and before any firm bundled service customers.

Return to service customers after the six-month notification period are subject to curtailment within the normal bundled service priorities.

Under all conditions, hospitals will be treated the same as other bundled service hospitals, for purposes of implementing service curtailment programs, even if served as an incremental customer.

10.6 Customers may elect to obtain Standby Service from the Company, under the terms and conditions of the Company's Optional Open Access Backup Service Tariff.

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