



Rider 12 Capacity Release Agreement

THIS AGREEMENT, dated _____, 20__

by and between _____
(Name)

a _____
(Legal Entity and State of Organization)

herein called the "Customer", and DTE Electric Company, a Michigan corporation, of One Energy Plaza, Detroit, Michigan 48226, hereinafter called the "Company", is to reduce the company's capacity needs by providing load reduction (kW) to be delivered to the Company by the Customer located at:

Street Address

City-Village-Township

The load reduction (kW) by the Customer will be received and paid for by the Company under the following terms and conditions:

1. Product
 - a. Load reduction (kW) must come from Firm Load and be capable of being interrupted for a minimum of four (4) consecutive hours and five (5) times as needed during the entire Summer season, defined as June 1, 2020 – September 30, 2020 for system integrity, as described by MISO, and at the discretion of the Company.
 - b. The Company shall provide the Customer, whenever possible, notice in advance (generally 1 hour) of probable interruption, the time in which customer must reduce load, and the estimated duration of the interruption.
 - c. Interruptions will be those necessary to maintain system integrity.
 - d. Interruptions will be in accordance with procedures set forth in the Emergency Electrical Procedures as defined under section C3 of the Company's Rate Book for electric service.

2. Contract Quantity and Contract Price
 - a. Available to Commercial or Industrial Customers with a minimum load reduction of 100 kW.
 - b. The load reduction (kW) Contract Quantity for the year encompassed by this transaction and the Contract Price(s) associated shall be as follows:
 - i. Contract Quantity (kW) _____
 - ii. Contract Price (\$/kW) _____ \$25 _____
 - iii. Purchase Price of (\$) _____

3. Delivery and Receipt
 - a. This Capacity Release Agreement shall be effective upon full execution for the contract term identified.
 - b. Customer shall reduce their contracted load during a system integrity event period (Event Period) at the discretion of the Company.
 - c. The Company shall accomplish receipt of such load reduction (kW) by confirming the appropriate reductions in usage through meter data analysis on the average of the ten (10), but not less than five (5), most recent weekdays that are not holidays.
 - d. Meter data analysis shall be consistent with MISO-approved measurement and verification methodology as described in the Demand Response Business Process Manual.
 - e. Receipt of such load reduction (kW) shall be collected by no later than (30) Business Days after such Event Period is called at the discretion of the Company.

4. Payment Terms
 - a. Emergency Capacity Payments

- i. The Company will pay the Customer a fixed rate of \$25/kW of load reduction (kW) per year as defined in the Contract Quantity and Contract Price section above.
- b. Payment Timing
 - i. Once the Summer season, June 1, 2020 - September 30, 2020, is over and the Terms and Conditions of this agreement have been verified, the Company shall make all payments associated with Customer's participation in the Contracted Year and such payments shall be made by the issuance of credits to the Customer's bill, minus any adjustments as described in section 5 below.
- 5. Failure to Perform
 - a. It is expected the Customer will deliver 100% of their load reduction as identified in Section 2, for all Event Periods, as provided for in this Contractual Agreement. If Customer does not achieve an aggregated amount of at least 70% of their Contracted Quantity during all Event Periods, the following penalty shall occur:
 - i. Company shall forego all payments if the average load reduction in aggregate for all Event Periods is less than 70% of the Contract Quantity during the term of this contract and;
 - ii. Customer shall be assessed a \$50/kW penalty for the kW curtailment which was less than the Contract Quantity per event.
 - iii. The penalty will apply for each Event the Customer fails to perform.
 - iv. The total penalty amount for the DR season will be capped at the total Purchase Price indicated in Section 2 above.
 - v. Failure to perform the Contracted Quantity reduction may result in a non-renewal Contracted amount for the following year and will be at the discretion of the Company.
- 6. The Capacity Release tariff 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 Company and/or the Michigan Public Service Commission.

Accepted:

DTE ELECTRIC COMPANY

By: _____
Authorized Signature

Customer: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____