# Appendices 1 through 95

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Government Customers Segment** 

		•	
DETROIT PUBLIC SCHOOLS			
	•		
harainaftar called the "Customer"	and THE DETROIT EDISON	COMDANY	o Michigan

THIS AGREEMENT dated 10 - 240 - between:

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### Total of nine (9) buildings as listed in Attachment A

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer who is a City, County, State or Federal governmental agency with facilities in the Company's steam service area. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October **31,2003**.

#### 2. Price:

#### a. Fixed Steam Price

This **is a** fixed price Agreement at \$1 **9.89** per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

**All** applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

Mlb of Steam Delivered = 19.89/Mlb + Applicable Taxes

#### 3. Metering: and Billing

The Company will meter each Customer facility listed in Attachment A of this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for steam consumed at all Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

DTE Thermal Energy

Date: 16, 14-2007

CUSTOMER

By: By:

Name: Oreese Collins, Jr. Title: Executive Director

Office of Purchasing

10/4/02

Detroit Public Schools

\_ \_\_\_

Date:

**Billing Address:** 5057 Woodward Ave

Room 336

Accounts Payable Detroit, Mich. 48207

#### **Attachment A**

#### Detroit Public School Facilities Included in the Steam Purchase Agreement

	<b>Detroit Board of Education</b>	SERVICE STREET	TYPE OF
		ADDRESS	BUSINESS
1	Detroit Board of Education	<b>3700</b> Beaubien	Spain Scholl
2	Detroit Board of Education	<b>55</b> Canfield	Office Space
3	Detroit Board of Education	<b>735</b> Griswald	Office Space
4	Detroit Board of Education	1445 Lafayette	Chrysler School
5	Detroit Board of Education	643 Ledyard	Warehouse
6	Detroit Board of Education	<b>2421</b> Second	Cass Tech
7	Detroit Board of Education	<b>7650</b> Second	Barsamian School
8	Detroit Board of Education	5536 St. Antoine	Office Space
9	Detroit Board of Education	5057 Woodward	School Center

#### DETROIT



### PUBLIC SCHOOLS

THE BOARD OF EDUCATION OF THE CITY OF

DETROIT

5057 WOODWARD AVENUE

DETROIT, MICHIGAN 48202

SECTION A

CONTRACT

2. RFP/ITB No.: NA

1. Contract **No: 3-0173-2** 

**3.** Contract Title: DTE Steam Service Agreement

4. Contract Amount: \$2.4 Million

**5.** Period of Performance: November **1,2002** –October **31,** 

200

5. Contractor Name: The Detroit Edison Company

Address: **2000** Second Avenue City/State/Zip: Detroit, Michigan **48226** 

Telephone: (800) 477-4747

7. Section A Contract Table of Contents

See Attached Steam Purchase Agreement

Signed

8 Signature of Contractor

0. Authorized Contractor Representative

Raza A. Babar

**Print Name** 

Manager-Marketing and Sales DTE Thermal Energy

Print Title

9. Signature of DPS Contracting Officer

11. Authorized DPs Reprdsentative:

Oreese Collins, Jr./bj

Print Name
Contracting Officer

**Print Title** 

Date Signed

10/1/02

### DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

For Mid Size Customers Segment (Three-Year Fixed Steam Price)

THIS AGREEMENT dated 14 202, between:

#### FARBMAN MANAGEMENT GROUP

hereinafter called the "Customer" and THE DETROIT'EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company" is for supply of steam to be delivered by the Company to the Customer's premises located at:

301 1 W. Grand Boulevard (Fisher Building) 7430 Second Avenue (Albert Kahn Building)

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. This Agreement is available to any customer with a minimum of 25,000,000 but not exceeding 150,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of three (3) years beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2005. The Customer or the Company can terminate the Agreement by providing a minimum of 12-months written notice to the other party.

#### 2. Price:

#### a Fixed Steam Price

This is a fixed price Agreement at \$19.89 pa. 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, Sate or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

c. Basic Steam Pricing Formula \$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

Page 2 of 2

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### **5.** General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name; Raza A. Babar

Title: Manager- Marketing and Sales

DTE Thermal Energy

Date: \_1(\_14/1/6)/

Name: Ken Wtatt

Title; Vice President Operations

Farbman Management Group

Date: \_\_\_\_\_\_/ <u>1 - / 4 - の み\_\_\_\_\_</u>

Billing Address: Farbman Management Group

3011 W. Grand Boulevard Detroit, Mich. 48202-3099

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Page 1 of 2

#### **DETROIT EDISON COMPANY Thermal Energy Division** STEAM PURCHASE AGREEMENT

For Small Size Customers Segment

THIS AGREEMENT dated 10/ 30,	/ C, between:
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#### Summit Group

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hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the 'Company', is for supply of steam to be delivered by the Company to the Customer's premises located at:

231 Michigan Avenue 1020 W454. . & - Blud.

This Agreement supersedes any and all previous agreements existent service provided to the Customer by the Company at the above stated locations, The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid fur by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of three (3) years beginning on the 22nd day of August 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on August 22,2005.

#### 2 Price:

#### a Fixed Steam Price

Thin is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

\$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

Page 2 of 2

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior Written approval of the Company.

The Companymay assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned exam approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISC N COMPANY

Name: Raza A. Babar

Title: Manager Marketing and Sales

DTE Thermal Energy

Date: 10-31,2002

**CUSTOMER** 

Name:

Billing Address: 5100 S. Tennis Lane

Suite 200

Sioux Fall, SD 57108

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT For Small Segment Customers

THIS AGREE	MENT dated	Остовек	2,2002	, between
Galbreath Co.	HOC Parts	my LLC		

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 535 Griswold

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company & the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. <u>Priv</u>:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steamdelivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula \$/MIb of Steam Delivered = \$19.89/MIb + Applicable Taxes

Page 2 of 2

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company-

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer-

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the rems of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DE TROIT EDISON COMPANY

By: 10 17 11 30 2

Name: Raza A. Babar

Title: Manager- ting and Sales

DTE Thermal Energy

Date: 8/28/2012

**CUSTOMER** 

Name Galbrenta Co. HDC PARTHERS, LLC

Title: Process HA -

Date: <u>/0 - 3 - 02</u>

Billing Address: 535 Griswold

Detroit, Mich. 48226

UNDER PROTEST

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

for supply of steam to be delivered by the Company to the Customer's premises located at:

2B-	THIS AGREEMENT dated 9_10. 2102 Conter for Creative Studies	, between:
	hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Macorporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the	C

#### 300 E Kirby

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is **a** fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

\$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

Name: Raza A. Babar

Title: Manager-Marketing and Sales

**DTE Thermal Energy** 

Date: 8/28/2002

**CUSTOMER** 

Name: Center for Creative Studies

Title: VP Admin / Finance

Date: 9/10/08

Billing Address: 201 E Kirby

Detroit, Mich. 48202

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	1028.02	,between:
Hampton Ridge Properties		

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 1641 and **1661** Porter

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

\$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

#### 3. Meterinp and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approvai of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

*U* 

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: 9-26-2007

CUSTOMER

Name

Title:

Billing Address: 645 Griswold

Suite 2202

Detroit, Mich. 48226

OCT-18-2002 14:57

MATRIX REALTY GROUP INC → 913132350188

THERMAL ENERGY

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APP 7

Page 1 of 2

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT For Small Size Customers Segment

THIS AGREEMENT dated (0-18-2002, be

#### **MATRIX REALTY**

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48221, hereinafter called the "Company" is for supply of stem. to be delivered by the Company to the Customer's premises located at:

#### 1600 Antietam

This Agreement supersedes any and all previous agreements for steam service provided to the Customerby the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31, 2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxer

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

c. Basic Steam Pricing Formula S/Mlb of Stem Delivered = \$19.89/Mlb - Applicable Taxes

NO.818

**D**03

313 235 0188 P.C3

OCT-18-2002 14:57

Page 2 of 2

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for ail steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of irs thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC) Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza 4. Babar

Title: Manager-Marketing and Sales

DTE Thermal Energy

Date; 19 16 2002

CUSTOMER

Name: Glen Nelson

Title: President

matrix Realty

)ate. 101

Billing Address: 4175 Veterans Highway

Suite 202

Ronkonkoma, NY 11779

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	9/4/2002	,between:
THIS TICKLE LIVE GUICU	11/2002	, seeween.

One Detroit Center LTD Partnership

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 500 Woodward S-2850

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

Mlb of Steam Delivered = 19.89/Mlb + Applicable Taxes

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name Deer A. Delese

Name: Raza A. Babar

Title: Manager- Marketing and Sales

**DTE Thermal Energy** 

,

Name: One Betroit Center LID

Title: property num

Date: 9 4 0 -

Billing Address: 500 woodward S-2850

<u>Detroit, MI 48226</u>

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	9-3-2002	, between:
SE Michigan Chapter		,
SE Michigan Chapter		

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 100 Mack

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### **b.** Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

\$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### **5.** General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: 8/21/2002

**CUSTOMER** 

Name: SE Michigan Chapter

Title: DiRECTOR FACILITY SUPPORT
SYSTEMS

Date: 9-3-0 **a** 

**Billing Address: 100** Mack

Detroit, MI 48201

**APP** 10

Page 1 of 2

#### **DETROIT EDISON COMPANY**

### Thermal Energy Division **STEAM PURCHASE AGREEMENT**

For Small Segment Customers

THIS AGREEMENT dated	10/2/02	, between:
PF Mutual Building INC.		
hereinafter called the "Customer", and corporation, 2000 Second Avenue, Detr for supply of steam to be delivered by the	roit Michigan 48226, hereinafte	r called the ''company'', is
28 W.A dams 77 W. Elizabeth 2030 Park		

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam Service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a puiod of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is de available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2 Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### **b** Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

\$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

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Page 2 of 2

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior Written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser of other transferee of all or substantially all of its thermal energy business or a successor of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY CUSTOMER

Name: Raza A. Babar

Title: Manager- Marketing and Sales

DTE Thermal Energy

Date: 1 7/201

By: PF Fund natual Ald In

Name: Scott Harrison

Title: asset hgr.

Date: 15/2/02

Billing Address: 20 W. Adams

Detroit, Mich. 48226

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated_	September	27,2002	, between
-----------------------	-----------	---------	-----------

Museum of African American History

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 315 E. Warren

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

Mlb of Steam Delivered = 19.89/Mlb + Applicable Taxes

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

DTE Thermal Energy

Date:

CUSTOMER

Name: Museum of African History

Title:

Date:

Billing Address: 315 E. Warren

Detroit, MI 48201

Page I of 2

#### DETROIT EDISON COMPANY **Thermal Energy Division** STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	SEPTEMBER	27,2002	, between
MELODY FARMS, LLC.			
Strobs Ice Cream Co.			

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### <u>1000 Maple</u>

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed **price** Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

\$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon €heparties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (*MPSC*). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the *MPSC* from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

DTE Thermal Energy

Date:  $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{2}$ 

**CUSTOMER** 

Name:

Title:

CHIEF OPERATING OFFICER

Date: SEPT. 27. 2002

**Billing Address:** 1000 Maple

Detroit, Mich. 48207

Page I of 2

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

For Small Segment Customers

THIS AGREEMENT dated	9 4-2009	, between
		•

National Baltimore Co.

hereinafter called the "Customer", and THE DETROIT EDISON *COMPANY*, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 899 Baltimore St. W

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1" day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 pa 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula\$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's quest, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferce of all  $\alpha$  substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict mists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: X 2

**CUSTOMER** 

Name: National Baltimore Co.

Title: Plaint

Date: <u>9/04/02</u>

1444\*\*\*

Billing Address: 333 S.Fort St. S-kid&

Detroit, MI 48226

FAX NO.: 3139637727

APP 14

Page 1 of 2

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT For Small Segment Customers

Bagley Acquisition Corp.

hereinafter called the "Customer", and THE DETROIT EDISON *COMPANY*, a Michigan corporation, **2000** Second Avenue, Detroit Michigan **48226**, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 220 Bagley Avc.

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula \$/Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

FROM: BAGLEY ACQUISITIONA FAX NO.: 3139637727

Page 2 of 2

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Rabar

Title: Manager- Marketing and Sales

**DTE** Thermal Energy

Name: Aglev Acquisition Corp.

\_

Billing Address: 220 Bagley Ave.

Detroit MI 48226

\* SIGNED UNDER PROTEST - CONTRACT
OF ADHERION - SEE ATTACHED LETTER

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated_	Oct. 21,2002	, between:

Michigan Opera Theatre

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

#### 1548 Broadway

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term **of** this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

 $Mlb of Steam Delivered = \frac{19.89}{Mlb} + Applicable Taxes$ 

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as mended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

**DTE Thermal Energy** 

**CUSTOMER** 

Name: Michigan Opera Theatre

Title:

Date: Oct. 21, 2002

**Billing Address:** 1526 Broadway

Detroit, MI 48226

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGKEEMENT dated 9 24 2002	,between:
Detroit Science Center	
hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Notice corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the for supply of steam to be delivered by the Company to the Customer's premises lo	"Company", is

#### 5020 John R

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

#### 2. Price:

#### a. Fixed Steam Price

This is **a** fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

 $Mlb of Steam Delivered = \frac{19.89}{Mlb} + Applicable Taxes$ 

Detroit, Mich. 48202

#### 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

#### 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or **a** successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

#### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY	CUSTOMER
By Maza War	By: 200 Ell
Name: Raza A. Babar	Robert P Seesmot Name: Detroit Science Center
Title: Manager- Marketing and Sales DTE Thermal Energy	Title: UP FINANCE -
Date: 8/28/ 2002	Date: 4.25.02
l /	Billing Address: 5020 John R

APP 17

Page I of 2

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASEAGREEMENT For Small Size Customers Segment

THIS AGREEMENT dated_	October 24, 2002	between:
OLDE AND COMPANY		

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at.

#### 751 Griswold

This Agreement supersedes any and all previous agreements far steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

#### 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31, 2003.

#### 2. Price:

#### 2. Fixed Steam Price

This is a fixed price Agreement at \$ 19.89per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula \$4Mlb of Steam Delivered = \$19.89/Mlb + Applicable Taxes

*Page* 2 of 2

## 3. Metering and Billing

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer' request, the Company will provide one combined monthly bill for al steam consumed at Customer facilities.

### 4. Assignment:

This Agreen ent shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the customer's consent to a purchaser or other transferee of all or substantially all of its therma energy business or a successor operator of its thermal energy business. And after such an assignment the company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

DTE Thornal Energy

24-2007 Date: 10

**CUSTOMER** 

Name: Sharon Wightman Title: Program Manager Strategic Sourcine

Date: October 24, 2002

Billing Address: 719 Griswold Avenue

Detroit, Mich. 48226

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	September	27, 2002	, between

Mich Afscme Cncl 25

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan **48226**, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

## 626 Lafayette W.

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for **a** period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

### a. Fixed Steam Price

This **is** a fixed price Agreement at \$19.89 per 1000 pounds **of** steam delivered to the Customer **for** the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

## 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

**DTE Thermal Energy** 

Date:

CUSTOMER

Name: Mich Afscme Cncl 25

Title: 580 - 11945

Date: <u>9/22/02</u>

Billing Address: 1034 N Washington

Lansing, MI 48907

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated 9.26. 2w 2	_,between:
Michigan Dept of Correction	
hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Macorporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the for supply of steam to be delivered by the Company to the Customer's premises leading to the Customer's premise leading to the Cust	"Company", is

### 5801 Woodward

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

#### a. Fixed Steam Price

This is **a** fixed **price** Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

## 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: 8/28/2012

**CUSTOMER** 

**Name: Michigan Dept of Correction** 

By: Kohus C. Steinman

Title: DEP. DIR, FOA

Date: 9-26-02

Billing Address: 1200 Sixth St Mezz

Detroit, Mich. 48226

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated_	September 23,	2002	, between:
United Way Community	Services.		

hereinafter called the "Customer", and THE DETROIT EDISON *COMPANY*, a Michigan corporation, 2000 Second Avenue, Detroit Michigan **48226**, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 46 State St.

This Agreement supersedes any **and** all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less **than** 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

 $Mlb ext{ of Steam Delivered} = \frac{19.89}{lb} + Applicable Taxes$ 

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

### 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Nomes Daza A. Dahar

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: {/W/W02

CUSTOMER

Susan S. Hinderliter

Name: United Way Community

Enibor Ellis management

Date: Spotember 23, 2002

Billing Address: 38701 7 Mile, S-190

Livonia, MI 48152

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

For Small Segment Customers

THIS AGREEMENT dated September 18, 2002

between:

Federal Reserve Bank of Chicago Det Branch

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### **150 W.** Fort

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations, The Agreement is available to any customer with less than 25,000,000pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

### 1. Term of the Agreement:

This Agreement shall be *for a* period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 **PM** on October 31,2003.

### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement,

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State ox Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement Tor their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill fix all stem consumed at Customer facilities.

## 4. Assignment;

This Agreement **shall** be binding upon the **parties and** their successors **and** permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: \_\_\& / 7X / ^ \/

CUSTOMER

Name: Federal Reserve Bank

Title: Chicago Det Branch

Billing Address: 150W. Fort

Detroit, MI 48226

APPROVED AS TO FORM

Attomes

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated_	10-1-02	, between:
Music Hall Center Inc.		

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 334 Madison

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

## c. Basic Steam Pricing Formula

 $Mlb ext{ of Steam Delivered} = \frac{19.89}{lb} + Applicable Taxes$ 

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

### 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

**Title:** Manager-Marketing and Sales

**DTE Thermal Energy** 

CUSTOME

Name: Music Hall Center Inc. Title: President

**Billing Address: 350** Madison

Detroit, Mich. 48226

# DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

	$\mathcal{O}$	
THIS AGREEMENT dated	DEPTEMBER	252002, between

#### Arted Chrome

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 38 Piquette.

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

### 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. **General Provisions**:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (*MPSC*). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing and Sales

DTE Thermal Energy

Date: 8/

**CUSTOMER** 

Name: Arted Chrome

Title: PRESIDENT

Date: 5207. 25 2002

Billing Address: 24657 Mound Rd.

Warren, MI 48091

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	10,01-02	, between:
607 Associates LLC		

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

## 607 Shelby

)

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

## 2. Price:

### a. Fixed Steam Price

This **is** a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

#### c. Basic Steam Pricing Formula

Mlb of Steam Delivered = 19.89/Mlb + Applicable Taxes

SEP 0 5 2002

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

## 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

\_\_\_\_\_

Name: <u>Raza A. Babar</u>
Title: <u>Manager- Marketing and Sales</u>

**DTE Thermal Energy** 

Date: 8/W/2002

CUSTOMER

Name: 607 Assoc, LLC

Title:

Date: 10.1.02

**Billing Address:** PO Box 32857

<u>Detroit, MI 48232</u>

SEP 0 5 2002

Signal Subject to review by MPSC on object make they

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated_	Jeptember	9.2002	,between:
Second Baptist Church			

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 441 Monroe

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

### a. Fixed Steam Price

This is **a** fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or **a** successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

DTE Thermal Energy

Date: 8/W /2007

**CUSTOMER** 

**Name: Second Baptist Church** 

By: Wardell C Croft

Title: Chairman, Board of Trustees

Date: Leptember 9, 2002

**Billing Address:** 441 Monroe

Detroit. MI 48226

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	19 Sept 02	,between:

Orchestra Hall **Inc.** 

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 3711 Woodward Ave.

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

## 2. Price:

#### a. Fixed Steam Price

This **is a fixed** price Agreement at **\$19.89** per 1000 pounds of steam delivered to the Customer for the Term **of** this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

 $Mlb ext{ of Steam Delivered} = \frac{19.89}{Mlb} + Applicable Taxes$ 

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

**DTE Thermal Energy** 

**CUSTOMER** 

Name: Orchestra Hall Inc.

Title:

Billing Address: 3663 Woodward Ave.

19 Ses 82

Detroit. MI 48201

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	<u> </u>	2002	,between
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**Detroit Educational TV Foundation** 

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 7441 Second

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

### a. Fixed Steam Price

This is **a** fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### **b.** Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

### 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

### 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

Title: Manager- Marketing; and Sales •

**DTE Thermal Energy** 

Date: 8/28/2W2

CUSTOMER

Name: Detroit Ed. TV Foundation

9-6-200-

Title:

Billing Address: 7441 Second

Detroit, MI 48202

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated 10-61-02	_,between:
220 Assoc. LLC	
hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a I corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the	0

for supply of steam to be delivered by the Company to the Customer's premises located at:

## 220 Congress

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term **of** this Agreement.

#### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula



The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

## 4. Assignment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior Written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPA	NY CUSTOMER
By: War Mar	Ву:
Name: Raza A. Babar  Title: Manager- Marketing and Sales  DTE Thermal Energy	Name: 220 Assoc. LLC Title:
Date: 8 2/ 2002	Date: 10.1.02
SEP 0	Billing Address: PO Box 32857 5 2002 Detroit, Mich. 48232
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## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

**For Small Segment Customers** 

THIS AGREEMENT dated	<b>SEPTEMBER 26,</b> 2002	,between:
Luella Hannan Memorial Hom	ne	

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 48226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 4750 Woodward Ave.

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

## 2. Price:

### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### **b.** Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

## 4. Assimment:

This Agreement shall be binding upon the parties and their successors and permitted assignees.

The Customer may assign the Agreement to another party only with a prior written approval of the Company.

The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: 8/21/2002

**CUSTOMER** 

Name: Luella Hannan Memorial Home

Title: EXECUTIVE DIRECTOR

Date: 9/26/02

Billing Address: 4750 Woodward Ave.

Detroit, Mich. 48201

## DETROIT EDISON COMPANY Thermal Energy Division STEAM PURCHASE AGREEMENT

For Small Segment Customers

THIS AGREEMENT dated

.between:

### Woodward Kresge

hereinafter called the "Customer", and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit Michigan 45226, hereinafter called the "Company", is for supply of steam to be delivered by the Company to the Customer's premises located at:

### 1201 Woodward

This Agreement supersedes any and all previous agreements for steam service provided to the Customer by the Company at the above stated locations. The Agreement is available to any customer with less than 25,000,000 pounds of annual steam consumption. Steam service shall be delivered by the Company and received and paid for by the Customer under the following terms and conditions:

## 1. Term of the Agreement:

This Agreement shall be for a period of twelve (12) months beginning on the 1<sup>st</sup> day of November 2002 or whenever service is made available after that date. The Agreement will expire at 5:00 PM on October 31,2003.

### 2. Price:

#### a. Fixed Steam Price

This is a fixed price Agreement at \$19.89 per 1000 pounds of steam delivered to the Customer for the Term of this Agreement.

### b. Applicable Taxes

All applicable taxes levied by the City, County, State or Federal governmental agencies will be added to the total cost of steam delivered under this Agreement.

### c. Basic Steam Pricing Formula

The Company will meter each Customer facility served by this Agreement for their monthly steam consumption. Upon Customer's request, the Company will provide one combined monthly bill for all steam consumed at Customer facilities.

### 4. Assbnment:

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The Company may assign this Agreement without the Customer's consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business. And after such an assignment the Company shall have no liability or obligations to the Customer.

## 5. General Provisions:

This Agreement is explicitly conditioned upon approval in its original form by the Michigan Public Service Commission (MPSC). Unless otherwise expressly provided in this Agreement, the sale and delivery of steam under this Agreement is governed by the terms of the Company's General Rules as amended by the MPSC from time to time. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the Company's General Rules.

THE DETROIT EDISON COMPANY

Name: Raza A. Babar

**Title:** Manager- Marketing and Sales

**DTE Thermal Energy** 

Date: 8/28/ 2003

Name: Woodward Kresge

**CUSTOMER** 

Title: FRESIDA

Billing Address: 743 Beaubien

**Detroit, MI 48226**