

HomeWorks Tri- County Electric Cooperative

Rate Book for Electric Service

These Standard Rules and Regulations and Rate Schedules have been adopted by the Board of Directors of the Cooperative to govern its relations with Member-Consumers.

Copies of the Cooperative's Rate Book for Electric Service are available on HomeWorks' Tri-County Electric Cooperative's website at the following website address:

<http://www.homeworks.org/content/rates-regulations>

or at the Michigan Public Service Commission's website at the following website address:

<http://www.dleg.state.mi.us/mpsc/electric/tarifftricity.htm>

This Rate Book for Electric Service applies to the entire territory served with electricity by the Cooperative.

This rate book supersedes and cancels rate book M.P.S.C. No. 3 – Electric

Effective June 1, 2024

By Chris O'Neill, President/CEO, at Portland, Michigan

Previous Revisions: August 1, 2016, July 1, 2013; Jan. 1, 2013; Jan. 1, 2011; Oct. 10, 2010; July 1, 2010

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- B1. Services Supplied by Electric Utilities (For All Customers)
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- B3. Uncollectibles Allowance Recovery Fund (Residential Customers)
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For the most recent copy of this rule, see the Cooperative website at

<http://www.homeworks.org/content/rates-regulations>

Retail Access Service Tariff
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**Counties and Townships Served by
HomeWorks Tri-County Electric Cooperative, Portland, Michigan**

BARRY COUNTY

Assyria
Castleton
Maple Grove
Woodland

CLARE COUNTY

Garfield
Grant
Surrey

CLINTON COUNTY

Bengal
Bingham
Dallas
Duplain
Eagle
Essex
Greenbush
Lebanon
Ovid
Riley
Watertown
Westphalia

EATON COUNTY

Benton
Chester
Eaton
Eaton Rapids
Hamlin
Kalamo
Oneida
Roxand
Sunfield
Vermontville

GRATIOT COUNTY

Elba
Hamilton
New Haven
North Shade
Seville
Sumner
Washington

INGHAM COUNTY

Aurelius
Bunkerhill
Ingham
Leslie
Onondaga
Stockbridge
Vevay

IONIA COUNTY

Berlin
Campbell
Danby
Ionia
Lyons
North Plains
Odessa
Orange
Portland
Sebewa

ISABELLA COUNTY

Broomfield
Coe
Coldwater
Deerfield
Fremont
Gilmore
Lincoln
Nottawa
Rolland
Sherman
Vernon

JACKSON COUNTY

Springport
Tompkins
Waterloo

MECOSTA COUNTY

Austin
Chippewa
Colfax
Deerfield
Fork
Grant
Green
Hinton
Martiny
Millbrook
Morton
Sheridan
Wheatland

MONTCALM COUNTY

Belvidere
Bloomer
Cato
Crystal
Day
Douglas
Evergreen
Ferris
Home
Maple Valley
Pine
Richland
Winfield

OSCEOLA COUNTY

Evart
Hersey

SAGINAW COUNTY

Chapin

Updated June 1, 2024 By Chris O'Neill, President/CEO, at Portland, Michigan
Updated April 6, 2018 Original version effective January 1, 2011

HomeWorks Tri-County Electric Cooperative
Section C - Standard Rules and Regulations (for all Member-Consumers)

Section I - Introduction

- A. These rules and regulations set forth the terms and conditions under which electric service will be provided by the Cooperative. They shall apply to all classes of service and shall govern the terms of all contracts for such service except that the Cooperative reserves the right to enter into special contracts subject to the general regulations of the Michigan Public Service Commission. Failure of the Cooperative to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.
- B. Any promises or agreements made by agents or employees of the Cooperative which are not in conformance with these rules and regulations, nor with the terms of special contracts executed by authorized representatives of the Cooperative shall not have binding effect on the Cooperative.
- C. No ownership rights in any facilities provided by the Cooperative shall pass to any person as a result of any contribution or deposit made under these rules. No deposits or contributions made by Member-Consumers shall be refundable unless expressly so provided in these rules.
- D. Copies of the Cooperative's Rules and Regulations and Rate Schedules for electric service, as filed with the Michigan Public Service Commission, are open to public inspection at the Cooperative's offices and are available upon request.

Section II - Terms and Conditions of Service

- A. Membership and Electric Service
Each applicant for electric service may be required to sign the Cooperative's Application for Membership and For Electric Service. Acceptance of service, with or without a signed application, shall be subject to compliance with the terms of the Standard Rules and Regulations and Rate Schedules as filed with the Commission.
- B. Ownership and Responsibility
 - 1. Cooperative Owned Facilities - The Cooperative will normally install, own, operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Cooperative's Standard Drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Cooperative's service line at a location satisfactory to the Cooperative shall be the responsibility of the Member-Consumer. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the Member-Consumer will be responsible for all costs incurred by the Cooperative to correct these conditions.
 - a. Access to Premises - The Member-Consumer shall provide, at no expense to the Cooperative, suitable space with provisions for installation and maintenance of the Cooperative's facilities on the Member-Consumer's premises. Authorized agents of the Cooperative shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the Cooperative's facilities, or to inspect the Member-Consumer's facilities or measure the Member-Consumer's load. Authorized employees and agents shall carry identification furnished by the Cooperative and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.
 - b. Use of Facilities - The Cooperative will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the Cooperative. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The Cooperative assumes no liability for property owned by others attached to its

facilities. Unauthorized attachments to Cooperative facilities may be removed by the Cooperative.

- c. Protection - The Member-Consumer shall use reasonable diligence to protect the Cooperative's facilities located on the Member-Consumer's premises, and to prevent tampering or interference with such facilities. The Cooperative may discontinue service in accordance with any applicable rules of the Michigan Public Service Commission, in case the meter or wiring on the Member-Consumer's premises has been tampered with or altered in any manner to allow unmetered or improperly metered energy to be used. In case of such unauthorized use of service, the Cooperative will continue service only after the Member-Consumer has agreed to pay for the unmetered energy used, cost of discovery, and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the Cooperative. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the Cooperative or Commission. Restoration of service will be made upon receipt of reasonable assurance of the Member-Consumer's compliance with the Cooperative's approved Standard Rules and Regulations.

2. Member-Consumer Owned Facilities - The Cooperative reserves the right to deny or terminate service to any Member-Consumer whose wiring or equipment shall constitute a hazard to the Cooperative's equipment or its service to others. However, it disclaims any responsibility to inspect the Member-Consumer's wiring, equipment or any subsequent wiring changes or modifications and shall not be held liable for any injury or damage or billing errors resulting from the condition thereof.

- a. The Member-Consumer shall be responsible for inadequate performance of such facilities. Before purchasing equipment or installing wiring, it shall be the Member-Consumer's responsibility to check with the Cooperative as to the characteristics of the service available. Any changes required to bring the Member-Consumer's service into compliance with code will be paid for by the Member-Consumer. The Cooperative reserves the right to make reasonable service charges for work performed by the Cooperative personnel resulting from malfunction of the Member-Consumer's facilities.
- b. The Member-Consumer shall be responsible for notifying the Cooperative of any additions to, or changes in, the Member-Consumer's equipment which might exceed the capacity of the Cooperative's facilities, or otherwise affect the quality of service. The Member-Consumer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electric service. The Member-Consumer shall install and maintain the necessary devices to protect the Member-Consumer's equipment against service interruptions and other disturbances on the Cooperative's system, as well as the necessary devices to protect the Cooperative's facilities against overload caused by the Member-Consumer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Cooperative.

C. Use of Service

Each Member-Consumer shall, as soon as electric service becomes available, purchase from the Cooperative practically all electric energy used on the premise, and shall become liable for all charges incurred in the purchase of said electric energy from the Cooperative. Standby and/or supplemental on-site generation may be utilized only if approved by the Cooperative and properly connected so as to prevent parallel operations with the Cooperative's system.

1. Notice of Intent

- a. Application - Prior to use of electric service, each Member-Consumer shall make proper application to the Cooperative, and shall furnish all reasonable information required by the Cooperative. Failure to comply with this requirement may result in refusal by the Cooperative to provide service. Any Member-Consumer, using service without first notifying and enabling the Cooperative to establish a beginning meter reading, may be held responsible for any amounts due for service supplied to the premises from the time of the last reading reported immediately preceding the Member-Consumer's occupancy.
- b. Termination - Any Member-Consumer desiring termination of service shall so notify the Cooperative a minimum of five (5) working days in advance so the service may be discontinued on a mutually agreeable date. Member-Consumers failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the Cooperative is obtained.

2. Conditions of Use

The Member-Consumer shall not use the service in any way that causes a safety hazard, endangers the Cooperative's facilities, or disturbs service to other Member-Consumers. Failure to comply with this provision may result in discontinuance of the Member-Consumer's service.

The Member-Consumer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by the Cooperative, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in the Cooperative's distribution system.

3. Nonstandard Service

Members shall be liable for the cost of any special installation necessary to meet particular requirements for service at other than standard voltages or for the supply of closer voltage regulation than required by standard practice.

The usual supply of electric service shall be subject to the provision of MPSC rules, but where special service-supply conditions or problems arise for which provision is not otherwise made, the Cooperative may modify or adapt its supply terms to meet the peculiar requirements of such case.

The Cooperative reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to Member-Consumers whose establishments are remote from the Cooperative's existing suitable facilities, or whose service requirements exceeds the capabilities of the Cooperative system in the area, or otherwise necessitates unusual investments by the Cooperative in service facilities or where the permanence of the service is questionable.

4. Resale of Electric Energy

Members shall not resell to, or share with others, any electric service furnished by the Cooperative under the terms of its filed rate schedules not applicable to such resale of energy, unless otherwise authorized by the Michigan Public Service Commission.

5. Service to Single Metering Points

Where resale of electric service exists, the Cooperative will be under no obligation to furnish or maintain meters or other facilities for the resale of service by the reselling Member-Consumer to the ultimate user.

Electric service will no longer be granted where connection is made to a single metering point for the purpose of resale to the reselling Member-Consumer's ultimate user. Each user will be metered as an individual unit. For the purposes of this rule, resale will also include sales where the electric service is included in the rent.

6. Point of Attachment

Where suitable service is available, the Cooperative will install service connections from its distribution lines to a suitable point of attachment on the Member-Consumer's premises designated by the Cooperative. Where the Member-Consumer requests a point of attachment other than that specified by the Cooperative, and such alternative point of attachment is approved by the Cooperative, the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of attachment requested by the Member-Consumer, shall be borne by the Member-Consumer.

Should it become necessary for any cause beyond the Cooperative's control to change the location of the point of attachment of service connections, the entire cost of any changes in the Member-Consumer's wiring made necessary thereby shall be borne by the Member-Consumer.

A service connection will not be made unless the Member-Consumer has installed the service entrance facilities in compliance with code requirements and specifications set forth by the Cooperative.

The Member-Consumer may be required to provide, at no expense to the Cooperative, space for Cooperative facilities on the Member-Consumer's premises.

For overhead service, the location of the point of attachment must be such that the Cooperative's service conductors can be installed without attachment to a building in any other locations.

For underground service, the point of attachment may be on the building, meter pedestal or other agreed point.

Service will be provided to meter poles for farm service or other service where more than one structure is to be supplied from a single meter. The Member-Consumer shall be required to install a fused disconnect switch on the pole at the Member-Consumer's own expense in accordance with the Cooperative specifications.

7. Service to House Trailers, Vans or Buses Used as Dwelling Units

The Cooperative will make service connections to house trailers, vans, buses or any other dwelling of a mobile nature without special charges, except as specified herein under Section III, when the Member-Consumer owns the premises and has installed an approved septic tank and well for his own use.

If the above conditions are not met, such installation and service facilities shall be considered to be temporary service as applicable under Section III, C, 2.

D. Nature and Quality of Service

The Cooperative will endeavor to, but does not guarantee to, furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

The Cooperative shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Cooperative's control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following; acts or omissions of Member-Consumers or third parties; operation of safety devices, except when such operation is caused by the negligence of the Cooperative, absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the Cooperative has carried on a program of maintenance consistent with the general practices prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.

The Member-Consumer shall be responsible for giving immediate notice to the Cooperative of interruptions or variations in electric service so that appropriate corrective action can be taken. The Cooperative reserves the right to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and State or National emergencies and shall be under no liability with respect to any such interruption, curtailment or suspension.

E. Metering and Metering Equipment

The Member-Consumer shall provide, free of expense to the Cooperative and close to the point of service entrance, a space suitable to the Cooperative for the installation of the necessary metering equipment. The Member-Consumer shall permit only authorized agents of the Cooperative or other persons lawfully authorized to do so, to inspect, test or remove the same. If the meters or metering equipment are damaged or destroyed through the neglect of the Member-Consumer, the cost of the necessary repairs or replacements shall be paid by the Member-Consumer.

The Cooperative reserves the right to make final decision with respect to methods and equipment used in measurement of loads for billing purposes.

1. Meter Testing - All testing of metering equipment will be done by qualified personnel, either Cooperative employees or by independent agents meeting the requirements of both the Cooperative and the Commission. The Cooperative may, at its option, either conduct field tests on the Member-Consumer's premises, or remove metering equipment for shop testing.
 - a. Routine Tests - The Cooperative will, through test procedures established by the Commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the Commission. For single phase, self-contained, solid state meters, all testing will comply with Michigan Public Service Commission rules.
 - b. Tests Requested by Member-Consumers - Tests of individual meters will be made upon request of the Member-Consumer, with payment of a meter test fee in advance of the test. The Cooperative reserves the right to refuse to test any meter upon request more frequently than once in six (6) months. If such test reveals meter registration of more than 102% of that of the test equipment, the charge will be refunded and a billing adjustment made. If meter accuracy is found to be within the plus or minus two percent (2%) accuracy range, the charge will not be refunded and a billing adjustment will not be required. When it appears that there may be sufficient reason to question meter accuracy (for example, a marked increase in metered consumption without a corresponding change in a Member-Consumer's living or working patterns or in the number and kind of appliances or equipment in use on the Member-Consumer's premises), the Cooperative may waive the meter test charge or it may install a second meter, at no charge to the Member-Consumer, to provide check readings.
 - c. Failure to Register - When a meter has stopped, or has failed to register all of the energy used, the Cooperative will make a charge to the Member-Consumer for the energy estimated to have been used.
2. Location of Meters - Meters for all single family residential service will be installed outdoors. Meters for other services may be installed outdoors if they are located so they are protected from traffic and are readily accessible for reading and testing. Meters which must be protected from inclement weather while being serviced or tested shall be located indoors or in a suitable housing where such work can be performed. Meters located indoors shall be as near as possible to the service entrance, in a clean dry place, reasonably secure from injury, not subject to vibration, and readily accessible for reading and testing.

In cases of multiple buildings such as two-family flats or apartment buildings, if the meters are installed indoors, they shall be located within the premises served or at a common location readily accessible to the tenants and the Cooperative. An authorized representative of the Cooperative will determine the acceptability of the meter location in all cases.

F. Special Charges

The Cooperative will make such charges for reasonable special services as necessary to discourage abuse, and to prevent subsidy of such services by other Member-Consumers. The following schedule shall apply where applicable:

Charge for any special service including connections made at the Member-Consumer's request:	
During Regular Working Hours	\$ 80.00
Outside Regular Working Hours	\$200.00
Investigation Fee	\$100.00
Connection Fee	\$120.00
Temporary Service	\$500.00
Meter Test Charge	\$ 60.00
Reconnect Charge	
During Regular Working Hours	\$ 80.00
Outside Regular Working Hours	\$200.00
Remote Reconnect During Regular Working Hours	\$40.00
Remote Reconnect Outside Regular Working Hours	\$80.00
Disconnect at Pole	
During Regular Working Hours	\$ 80.00
Outside Regular Working Hours	\$200.00
DRE Disconnect/Reconnect	\$125.00
Charge for Collection Trip	\$ 35.00
Bad Check Handling Charge	\$ 30.00
Declined Credit/Debit Card Charge	\$20.00
Account Transfer Fee	\$ 10.00

Standard working hours of 7:00 am to 3:30 pm Monday through Friday. Working hours may be altered during daylight savings time. Hours have irregularity due to outages and emergencies.

G. Other Conditions of Service

1. Service Disconnect - Service to the Member-Consumer's premises may be disconnected by the Cooperative under the following conditions:

a. At the Member-Consumer's Request

- (1) Upon Termination - The Cooperative will disconnect service with no charge to the Member-Consumer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same Member-Consumer or property owner, a reconnect charge will be applied. The reconnect charge will be increased by *the amount* of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve (12) month period immediately following disconnect.
- (2) For Repairs - The Cooperative will temporarily disconnect service to facilitate repairs or other work on the Member-Consumer's equipment or premises. Special service charges as set forth in Section II, F, will be applicable.

b. At the Cooperative's Option - Commercial and Industrial - (Also see Section II, D)

- (1) With Due Notice - The Cooperative may disconnect service upon due notice for any of the following reasons:
 - (a) For violation of these rules and regulations.
 - (b) For failure to fulfill contractual obligations.

- (c) For failure to provide reasonable access to the Member-Consumer's premises.
 - (d) For failure to pay any bill within the established collection period.
 - (e) For failure to provide deposits as provided elsewhere in these rules.
 - (f) Upon written notice from governmental inspection authorities of condemnation of the Member-Consumer's facilities or premises.
 - (g) For fraudulent representation as to the use of service.
- (2) Without Notice - The Cooperative reserves the right to disconnect service without notice for any of the following reasons:
- (a) Where hazardous conditions exist in the Member-Consumer's facilities.
 - (b) Where the Member-Consumer's use of service adversely affects the Cooperative's facilities or service to other Member-Consumers.
 - (c) For unauthorized reconnection after disconnection with due notice.
 - (d) For unauthorized use of, or tampering with, the Cooperative's service or facilities.
- (3) Reconnect - After service has been discontinued at the Cooperative's option for any of the above reasons, service will be reconnected only after the Member-Consumer has taken necessary corrective action and made satisfactory arrangement for payment of all fees and charges, including any applicable reconnect fees and deposits to guarantee payment for service.
2. Rate Application - The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the Member-Consumer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.
- a. Selection of Rates - In some cases the Member-Consumer is eligible to take service under any one or two or more rates. Upon request, the Cooperative will advise the Member-Consumer in the selection of the rate which will give him the lowest cost of service, based on the information provided to the Cooperative, but the responsibility for the selection of the rate lies with the Member-Consumer.
- After the Member-Consumer has selected the rate under which the Member-Consumer elects to take service, the Member-Consumer will not be permitted to change from that rate to another rate until at least twelve (12) months have elapsed. Neither will the Member-Consumer be permitted to evade this rule by temporarily terminating service. However, the Cooperative may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate. No refund will be made of the difference in charges under different rates applicable to the same class of service.
- b. Apartment Buildings and Multiple Dwellings - An apartment building or multiple dwelling shall be considered as one containing nine or more rooms in which single rooms, suites or groups of rooms have individual cooking and kitchen sink accommodations. Service supplied through a single meter to an

apartment building or multiple dwelling containing less than three apartments may be billed on the residential service rates on a single Member-Consumer basis. Service supplied through a single meter to an apartment building or multiple dwelling containing three or more apartments shall be billed in accordance with the following provisions:

- (1) Apartment Buildings or Multiple Dwellings Containing Three or Four Apartments - The Member-Consumer may have the option of being billed under either the Residential Service Rate or the appropriate General Service or Commercial and Industrial Service Rate. For the purpose of billing under the Residential Service Rate, the initial charge, the kilowatt-hour blocks and the minimum charge shall be multiplied by the number of apartments served through one meter.
 - (2) Apartment Buildings or Multiple Dwellings Containing Five or More Apartments - The Member-Consumer shall be billed under the Residential Service Rate (Schedule A).
 - (3) "Master Metering" will be limited to existing Member-Consumers.
- c. Homes or Dormitories for Groups Other Than Private Family Units - Service supplied through a single meter to rooming houses, dormitories, nurses' homes, and other similarly occupied buildings containing sleeping accommodations for more than six persons shall be classified as commercial and billed on the appropriate service rate.
 - d. Farm Service - Service shall be available to farms for residential use under Residential Service Rate, and in addition service may be used through the same meter for any purpose as long as such use is confined to service for the culture, processing and handling of products grown or used on the Member-Consumer's farm. Use of service for purposes other than set forth above shall be served and billed on the appropriate General Service Rate.
 - e. Year-Round Service - Service to a Member-Consumer at the address shown on the Member-Consumer's driver's license and voter's registration card.
 - f. Seasonal Service - Service to Member-Consumers other than to year-round customers.
3. Deposits - Commercial and Industrial
- a. The amount of the deposit will be limited to not more than three (3) times the Member-Consumer's estimated maximum bill.
 - b. The interest rate shall be the rate paid on United States savings bonds, series EE, as of the first business day of the calendar year. Interest need not be paid unless the deposit is held for more than 12 months.
 - c. Deposits will be refunded when the Member-Consumer has established a satisfactory payment record with the Cooperative. Payment on time of bills for utility service for two (2) years shall be evidence of satisfactory credit.
 - d. The Cooperative may require a new or increased deposit from an existing Member-Consumer when it determines that the Member-Consumer's payment record with the Cooperative has become unsatisfactory. An unsatisfactory payment record is one consisting of two or more late payments in any twelve (12) month period, or one necessitating the discontinuance of energy service.
 - e. Failure to make the required deposit as a condition to receiving service shall constitute grounds for discontinuance of service.
 - f. Deposits with accrued interest shall be refunded or credited to the final bill after discontinuance of service.

Section III - Construction Policy

This section of the rules and regulations sets forth the terms and conditions under which the Cooperative will construct and extend its facilities to service new loads and replace, relocate or otherwise modify its facilities.

Except where specifically stated otherwise, service extension policy is based on overhead construction and any financial participation by the Member-Consumer for underground facilities shall be in addition to other charges provided for in these rules.

All applicants for new electric service, with the exception of Outdoor Lighting Service, will be required to pay a non-refundable Investigation Fee of \$100.00, and to deposit in advance of construction a nonrefundable connection charge of \$120.00 for a service connection. This is a one-time service connection charge and successor Member-Consumers will not be required to pay this charge. Contributions in aid of construction and other deposits made with the Cooperative under the provisions of this section shall be considered nonrefundable except where provisions for refunds are specifically stated.

No refunds will be made in excess of the refundable amount deposited, and deposits shall not bear interest. Refunds, where applicable, will be made in accordance with the terms stated hereinafter. Each distribution line extension shall be a separate, distinct unit and any further extension therefrom shall have no effect upon the agreements under which such extension is constructed.

By definition:

- “Residential Service” is to and for one family and two family permanent dwellings requiring an installed capacity of 25 KVA or less;
- “General Service” is for service with a transformer size of at least 25 KVA, up to and or equal to 50 KVA, and for non-residential services of any size up to and or equal to 50 KVA; and
- “Large Power Service” is to and for loads with an installed transformer capacity greater than 50 kva.

Unless the Cooperative gives special permission due to extenuating circumstances, all service extensions, either overhead or underground, shall be all overhead or all underground.

A. Overhead Extension Policy

1. Residential and General Service

- a. Charges - For each permanent dwelling, the Cooperative will provide a single-phase line extension excluding service drop at no additional charge for a distance of 200 feet. Distribution line extensions in excess of the above footages will require an advance deposit of \$6.00 per foot for all such excess footage. There will also be a nonrefundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions will be on the same basis as General Service or Large Power, depending on installed KVA capacity.
- b. Measurement - The length of any main line distribution feeder extension will be measured along the route of the extension from the Cooperative's nearest facilities from which the extension can be made to the Member-Consumer's property line. The length of any lateral extension on the Member-Consumer's property shall be measured from the Member-Consumer's property line to the service pole. Should the Cooperative, for its own reasons, choose a longer route, the applicant will not be charged for the additional distance. However, if the Member-Consumer requests special routing of the line, the Member-Consumer will be required to pay the extra cost resulting from the special routing.

2. Large Power Service

- a. Cooperative Financed Extensions - Except for contributions in aid of construction for underground service made under the provisions of Section III, B of these rules, the Cooperative will finance the construction cost necessary to extend its facilities to serve Large Power Member-Consumers when such

investment does not exceed two (2) times the annual revenue anticipated to be collected from Member-Consumers initially served by the extension.

b. Charges - When the estimated cost of construction of such facilities exceeds the Cooperative's maximum initial investment as defined in Paragraph "a", the applicant shall be required to make a deposit in the entire amount of such excess construction costs. Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Paragraph "c".

c. Refunds - That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable.

This amount shall be determined under applicable provisions of the Cooperative's underground service policy as set forth in this section. The Cooperative will make refunds on remaining amounts of deposits collected under the provisions of Paragraph "b" above in cases where actual experience shows that the electric revenues supplied by the Member-Consumer are sufficient to warrant a greater initial investment by the Cooperative. Such refunds shall be computed as follows:

(1) Original Member-Consumer - At the end of the first complete 12-month period immediately following the date of the initial service, the Cooperative will compute a revised initial investment based on two (2) times the actual revenue provided by the original Member-Consumer in the 12-month period. Any amount by which two times the actual annual revenue exceeds the Cooperative's initial investment will be made available for refund to the Member-Consumer; no such refund shall exceed the amount deposited under provisions of Paragraph "b" above.

3. Service Extensions to Loads of Questionable Permanence - When service is requested for loads of questionable permanence, such as, but not limited to, saw mills, mixer plants, gravel pits, oil wells, oil facilities, etc., the Cooperative will install, own, operate and maintain all distribution facilities up to the point of attachment to the Member-Consumer's service equipment subject to the following:

a. Charges - Prior to commencement of construction, the Member-Consumer shall make a deposit with the Cooperative in the amount of the Cooperative's estimated construction and removal less cost of salvage. Such estimates shall include the cost of extending the Cooperative distribution facilities and of increasing capacity of its existing facilities to serve the Member-Consumer's load.

b. Refunds - At the end of each year the Cooperative will make a refund on the amount deposited from revenues derived from the Member-Consumer for electric service from the facilities covered by the deposit. The amount of such refund for any given year, or part thereof, shall be computed as follows:

(1) Year to year for the first four years of the deposit period

(a) Twenty percent (20%) of the deposit if this amount is equal to or less than 20% of the new annual revenue, excluding fuel adjustment and sales tax revenues.

(b) Twenty percent (20%) of the new annual revenue excluding fuel adjustment and sales tax revenues if this amount is less than 20% of the deposit.

(2) The final year of the five-year refund period

(a) If at the end of the five-year refund period, the total revenue for that period, excluding fuel adjustment and sales tax revenues, is

equal to or greater than five times the original deposit, the balance of the deposit will be refunded.

- (b) If at the end of the five-year refund period, the total revenue, excluding fuel adjustment and sales tax revenue, is less than five (5) times the original deposit, the refund for the fifth year will be applied in accordance with 1 (a) or (b) above.
No refund is to be made in excess of the deposit and the deposit shall bear no interest.

B. Underground Service Policy

- 1. General - This portion of the rules provides for the extension and/or replacement of underground electric distribution facilities. The general policy of the Cooperative is that real estate developers, property owners or other applicants for underground service shall make a contribution in aid of construction to the Cooperative in an amount equal to the estimated difference in cost between underground and equivalent overhead facilities. Methods for determining this cost differential for specific classifications of service are provided herein. In cases where the nature of service or the construction conditions are such that these provisions are not applicable, the general policy stated above shall apply.

The Cooperative, at the request of the developer, will install an underground electric distribution system for all new residential subdivisions, mobile home parks, multiple occupancy building complexes, and commercial subdivisions, in cooperation with the developer or owner, evidenced by a signed agreement, and in compliance with the following specific conditions:

The developer or owner must provide for recorded easements or rights-of-way acceptable to the Cooperative. The easements are to be coordinated with other utilities and will include easements for street lighting cable.

The developer or owner must provide for grading the easement to finished grade or for clearing the easement of trees, large stumps and obstructions sufficiently to allow trenching equipment to operate. Survey stakes indicating easements, lot lines and grade must be in place. The developer or owner must certify to the Cooperative that the easements are graded to within four (4) inches of final grade before the underground distribution facilities are installed.

The developer or owner requesting underground construction must make a nonrefundable contribution to the Cooperative for primary switching cabinets. When a switching cabinet is required exclusively for one Member-Consumer, that Member-Consumer will contribute the actual installed cost of the switching cabinet. When more than one Member-Consumer is served from the switching cabinet, each Member-Consumer's contribution will be the prorated total installed cost of the switching cabinet based on the number of positions required for each Member-Consumer. If trenching is required where practical difficulties exist, such as in rock or in sodden ground or when boring under streets, driveways, patios or any other paved areas, the per foot charges stated in this rule shall not apply; and the contribution in aid of construction shall be an amount equal to the total cost differential between overhead and underground construction costs, but not less than the amount calculated on the per foot basis.

The developer or owner will be responsible for any costs of relocating Cooperative facilities to accommodate changes in grade or other changes after underground equipment is installed, and also be responsible for any damage to Cooperative facilities caused by the developer or owner's operations or the operations of the developer or owner's contractors. An amount equal to the total costs involved, including overheads, is required for relocation or rearrangement of facilities whether specifically requested by the developer or owner, or due to the facilities becoming endangered by a change in grade.

The Cooperative reserves the right to suspend all underground construction activities due to winter conditions, including but not limited to frost and snow. If the Cooperative permits winter construction, an additional amount of \$2.00 per foot shall be added to trenching charges for practical difficulties associated with winter construction in the period from December 15 to March 31, inclusive. This charge will not apply to jobs which are ready for construction and for which the construction meeting has been held prior to November 1.

2. Residential Service - These provisions will apply to permanent dwellings. Mobile homes will be considered permanent dwellings when meeting the Cooperative's requirements for permanent installations.

a. New Platted Subdivisions - Distribution facilities in all new residential subdivisions and existing residential subdivisions in which electric distribution facilities have not already been constructed shall be placed underground, except that a lot facing a previously existing street or county road and having an existing overhead distribution line on its side of the street or county road shall be served with an underground service from these facilities and shall be considered a part of the underground service area.

- (1) Distribution System – The Cooperative will install an underground distribution system, including primary and secondary cable and all associated equipment, to provide service to the lot line of each lot in the subdivision.

For the purpose of definition, all one-family and two-family buildings on individual lots are residential. The Cooperative will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cables for new residential subdivisions. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Cooperative and other utilities where satisfactory agreement for reimbursement exists between the Cooperative and other utilities.

The service normally available from the system will be at secondary voltage, single-phase, three wire, 60 Hz. Three-phase service will be made available for schools, pumping stations, and other special installations only under terms of a separate agreement. Certain related equipment, such as pad-mounted transformers, switching equipment and service pedestals may be above grade. The area must be suitable for the direct burial installations of cable.

The use of the lot front-foot measurements in these rules shall not be construed to require that the underground electric distribution system be placed at the front of the lot.

Where sewer and/or water lines will parallel Cooperative cables, taps must be extended into each lot for a distance of four (4) feet beyond the route of the cables prior to installation of the cables.

The property owner shall not make any changes in established grade in or near the easement that will interfere with utility facilities already installed. In the event the property owner requests relocation of facilities, or such facilities are endangered by change in grade, the property owner shall pay the cost of the relocation or rearrangement of the facilities.

- (a) Charges – Prior to commencement of construction, the owner or developer shall pay to the Cooperative an amount equal to the estimated cost of construction of the distribution system, but not less than the nonrefundable charges set forth in the following Paragraph (b) below.

- (b) Refunds - That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable. This amount shall be determined by multiplying the sum of the lot front footage for all lots in the subdivision by \$8.00, except for those lots served by an underground service from an overhead distribution line under the provision of Section III, B, 2, a. Where underground extensions are necessary in unplatted portions of the property, the nonrefundable portion of the deposit shall be computed at the rate of \$8.00 per trench foot.
 - (c) Measurement - The front foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on, or is adjacent to, a street. However, when streets border on more than one side of a lot, the shortest distance shall be used. In case of a curved lot line which borders on a street or streets and represents at least two (2) sides of the lot, the front foot measurement shall be considered as one-half the total measurement of the curved lot line. The use of the lot front foot measurement in these rules shall not be construed to require that the underground electric distribution facilities be placed at the front of the lot.
 - (2) Service Laterals - The Cooperative will install, own, operate and maintain an underground service lateral from termination of its facilities at the property line to a metering point on each new residence in the subdivision.
 - (a) Contribution - For a standard installation, the applicant shall make a nonrefundable contribution in aid of construction in the amount of \$8.00 per trench foot.
 - (b) Measurement - The "trench feet" shall be determined by measuring from the termination of Cooperative facilities at the property line along the route of the trench to a point directly beneath the electric meter.
- b. Other Residential Underground Facilities - At the option of the applicant the Cooperative will provide underground facilities from existing overhead facilities in unplatted areas or in subdivisions where overhead electric distribution facilities have been installed.

The Cooperative reserves the right to refuse to install its facilities underground in cases where, in the Cooperative's opinion, such construction would be impractical or present a potential detriment to the service to other Member-Consumers. The Cooperative may designate portions of existing subdivisions as "underground service areas" where, in the Cooperative's opinion, such designation would be desirable for aesthetic or technical reasons. All future applicants for service in areas so designated will be provided with underground service subject to the applicable provisions of these rules.

 - (1) Extension of Existing Distribution Systems in Platted Subdivisions - Any such extension shall be considered a distinct, separate unit, and any subsequent extension therefrom shall be treated separately.
 - (a) Charges (in addition to those charges set forth in Section III, A, 1, a) - Prior to commencement of construction the applicant shall pay to the Cooperative an amount equal to \$8.00 per foot for the total front footage of all lots which can be directly served in the

future from the distribution system installed to serve the initial applicant. Any subsequent applicant for service on these lots shall be required to make a nonrefundable contribution in aid of construction in the amount of \$8.00 per front foot for all lots owned by the subsequent applicant which can be directly served from the original distribution extension.

- (b) Measurement - The lot front footage used in computing charges and contributions in (a) above shall be measured the same as for new subdivisions as set forth in Section III, B, 2, a, 1, (c). The front footage used in determining the amount of the original deposit or any refunds of subsequent contributions shall include only the frontage of lots directly served by the distribution system extension covered by the original deposit.

- (2) Distribution Systems in Unplatted Areas - The Cooperative will extend its primary or secondary distribution system from existing overhead or underground facilities. When any such extension is made from an existing overhead system the property owner may be required to provide an easement for extension of the overhead system to a pole on the property owner's property where transition from overhead to underground can be made.

Contribution - Prior to commencement of construction, the applicant shall make a contribution in aid of construction in the amount equal to the difference between the estimated overhead construction costs and the underground construction costs.

- (3) Service Laterals - The Cooperative will install, own, operate and maintain an underground service lateral from the termination of its primary or secondary system to a metering point on each new residence to be served. Such underground service laterals may be served either from an underground or overhead system.

- (a) Contribution - When a service lateral is connected to an underground system the applicant shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the trench length in feet multiplied by \$10.00. When the service lateral is connected to existing overhead facilities, there is a one-time non-refundable connection fee of \$120.00, plus a contribution of \$10.00 per trench foot.

- (b) Measurement - The "trench length" shall be determined by measuring from the pole or underground secondary terminal to which the service lateral is connected along the route of the lateral trench to a point directly beneath the electric meter.

3. Non-residential Service

- a. General and Large Power Service - Distribution facilities in the vicinity of new commercial loads and built solely to serve such loads will be placed underground. This includes service to all buildings used primarily for business purposes, where the major activity is the sale of goods or services at wholesale or retail. This category shall include, but not be limited to, apartment houses, motels and shopping centers.

It shall not be mandatory that any new commercial or industrial distribution systems or service connections be placed underground where, in the Cooperative's judgment, any of the following conditions exist:

- Such facilities would serve commercial or industrial Member-Consumers having loads of temporary duration; or

- Such facilities would serve commercial or industrial Member-Consumers in areas where little aesthetic improvement would be realized if such facilities were placed underground; or
- Such facilities would serve commercial or industrial Member-Consumers in areas where it is impractical to design and place such facilities underground because of uncertainty of the size and character of the loads to be ultimately served therefrom.

The Cooperative will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cables for new commercial subdivisions. Generally, the trenches will be occupied jointly by facilities of the Cooperative and other utilities where satisfactory agreement for reimbursement exists between the Cooperative and the other utilities.

The service for individual Member-Consumers within a commercial subdivision will be furnished as provided for in Underground Service Connections. Certain related equipment, such as pad-mounted transformers, switching equipment and service pedestals, may be above-grade.

In the event the developer, owner, Member-Consumer or tenant requests relocation of facilities which are endangered by change in grade, the total cost of relocation or rearrangement of the facilities shall be borne by the requesting party.

The Cooperative will install underground service connections to commercial and industrial Member-Consumers and other installations within designated underground districts in cooperation with the developer or owner, evidenced by a separate signed agreement, subject to the following specific conditions:

When required, the developer or owner must provide suitable space and the necessary foundations and/or vaults for equipment and provide trenching, back-filling, conduits and manholes acceptable to the Cooperative for installation of cables on the developer or owner's property.

- (1) Contribution - For standard installation of distribution facilities, the applicant shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the total of trench length in feet to the point of beginning service multiplied by \$10.00. Transformers will be charged on an installed basis of \$12.00 per kVA. Service, as this term is generally understood in the electric utility field (on Member-Consumer's property), is charged on the basis of \$8.00 per trench foot.
- (2) Measurement - "Trench length" shall be determined by measuring along the centerline of the trench as follows:
 - (a) Primary Extensions - shall be measured along the route of the primary cable from the transition pole to each transformer or other primary termination.
 - (b) Secondary Extensions - shall be measured from each transformer or other secondary supply terminal along the route of the secondary cable to each secondary pedestal or termination. No charge will be made for secondary cable laid in the same trench with primary cable.
 - (c) Service Laterals - shall be measured from the pole or underground Secondary terminal to which the service lateral is connected along the route of the lateral trench to the point of connection to the Member-Consumer's facilities. No charge will be made for service laterals laid in the same trench with primary or Secondary cable.

- b. Industrial Service - Distribution facilities in the vicinity of new industrial loads and built solely to serve such loads will be placed underground at the option of the applicant. This includes service to all buildings used primarily for the assembly, processing or manufacturing of goods.
Contribution - The applicant shall make a contribution according to the provisions above for commercial service.
- c. Mobile Home Parks - Distribution facilities in new mobile home parks shall be placed underground. Extension from existing overhead systems in mobile home parks will be placed underground at the option of the park owner.
The Cooperative will furnish, install, own and maintain the entire underground electric distribution system including the pre-meter portion of the service lateral cables for new mobile home parks. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Cooperative and other utilities where satisfactory agreement for reimbursement exists between the Cooperative and the other utilities.
The service for tenant loads normally available from the system will be at secondary voltage, single-phase, 120/240 volt, three wire, 60 Hz. Three-phase service will be made available for pumps and service installations only under terms of a separate agreement. Certain related equipment, such as pad-mounted transformers, switching equipment, and service pedestals may be above-grade. The area must be suitable for the direct burial installation of cable.
This service is limited to mobile home parks in which the service is metered by the Cooperative at secondary voltage.
Cooperative cables shall be separated by at least five feet from paralleling underground facilities which do not share the same trench. The park owner's cable systems, such as community antenna systems, should be in separate trenches, if possible. Subject to an agreement with the Cooperative, these cable systems may occupy the same trench. The park owner must agree to pay a share of the trenching cost plus the extra cost of the additional backfill if required and agree to notify the other using utilities when maintenance of the property owner's cables require digging in the easement.
The park owner must provide for each mobile home lot a meter pedestal of a design acceptable to the Cooperative.
In the event the park owner requests relocation of facilities or such facilities are endangered by change in grade, the park owner shall pay the cost of the relocation or rearrangement of the facilities.
- (1) Contribution - The park owner shall be required to make a nonrefundable contribution in aid of construction as follows:
- (a) Primary and Secondary Extensions - An amount equal to the product of the total trench length in feet multiplied by \$10.00.
 - (b) Service Loops or Laterals - An amount equal to the product of the total trench length in feet multiplied by \$8.00.
 - (c) Transformers - \$12.00 per KVA.
 - (d) Measurement - The "trench length" shall be measured the same as provided for measurement of cable trench in commercial installations.

4. Other Conditions

- a. Obstacles to Construction - Where unusual construction costs are incurred by the Cooperative due to physical obstacles such as, but not limited to: rock, surface water, frost, other utility facilities, heavy concentration of tree roots, or roadway crossings, the applicant(s) shall make a nonrefundable contribution in aid of construction equal to the estimated difference in cost of the underground

installation and that of equivalent overhead facilities. In no case shall this contribution be less than the per foot charges above for the type of service involved. The Cooperative reserves the right to refuse to place its facilities under road or railroad right-of-way in cases where, in the Cooperative's judgment, such construction is impractical.

- b. Contribution - Prior to commencement of construction, the applicant shall make a contribution in aid of construction as required by the underground extension.
- c. Replacement of Overhead Facilities - Existing overhead electric distribution service lines shall, at the request of an applicant(s), be replaced with underground facilities where, in the opinion of the Cooperative, such replacement will not be detrimental to the electric service to other Member-Consumers. Before construction is started, the applicant(s) shall be required to pay the Cooperative the depreciated cost (net cost) of the existing overhead facilities plus the cost of removal less the value of materials salvaged and also make a contribution in aid of construction toward the installation of underground facilities in an amount equal to the estimated difference in cost between the underground facilities and equivalent new overhead facilities.
- d. Underground Installations for Cooperative's Convenience - Where the Cooperative, for its own convenience, installs its facilities underground, the differential between estimated overhead construction costs and underground costs of such installation will be borne by the Cooperative. All other costs will be governed by the Cooperative's overhead extension policy.
- e. Underground Extensions on Adjacent Lands - When a primary extension to serve an applicant or group of applicants must cross adjacent lands on which underground construction is required by the property owner (such as on state or federal land) the applicant (s) shall make a contribution equal to the estimated difference in cost between the underground and equivalent overhead facilities. The Cooperative may establish a per-foot charge to be considered the difference in cost. Such charge shall be adjusted from time to time to reflect the Cooperative's actual construction cost experience.

C. Miscellaneous General Construction Policy

Except where specifically designated as overhead or underground construction policies, the following general policies will be applied to either overhead or underground construction:

1. Easements and Permits
 - a. New Residential Subdivisions - The developer of a new residential subdivision shall cause to be recorded with the plat of the subdivision a public utility easement approved by the Cooperative for the entire plat. Such easement shall include a legal description of areas within the plat which are dedicated for utility purposes, and also other restrictions as shall be determined by the Cooperative for construction, operation, maintenance and protection of its facilities.
 - b. Other Easements and Permits - Where suitable easements do not exist, the Cooperative will provide the necessary easement forms and solicit their execution. The applicant(s), as a condition of service, will be ultimately responsible for obtaining all easements and permits as required by the Cooperative, for construction, operation, maintenance and protection of the facilities to be constructed. Where federal, state or county lands or roads are to be crossed to extend service to an applicant or group of applicants, the additional costs incurred by the Cooperative for right-of-way and permit fees shall be borne by the applicant(s).
2. Temporary Service - Member-Consumers desiring temporary service for a short-time only, such as for construction jobs, traveling shows, outdoor or indoor entertainments or exhibitions, etc, shall pay the charge per Member-Consumer per month provided in

applicable rate schedules. In addition, such Member-Consumer shall pay installation and removal charges as follows:

- a. When 120/240 volt single-phase service is desired and when such service can be provided at the site without exceeding 100 feet overhead or 10 feet underground at the time temporary service is desired, the charge for installation and removal of temporary, single-phase, three wire, 120/240 volt service shall be \$500.00.
- b. When 120/240 volt single-phase service is desired, and requires more than 100 feet overhead or 10 feet underground of extension, or if other than 120/240 volt single-phase service is desired, the charge for installation and removal shall be based on the cost thereof.

The Member-Consumer shall be required to deposit in advance of construction with the Cooperative an amount (in excess of any salvage realized) to cover the cost of installing and removing temporary facilities plus the estimated cost of service under the terms of applicable rate schedules. Meters may be read daily and the deposit modified as the energy used may justify such modifications.

If service extends for a period in excess of six consecutive months, the Member-Consumer may qualify for other of the Cooperative's available rates, provided he meets all of the applicable provisions of the filed tariffs.

3. Moving of Buildings or Equipment - When the Cooperative is requested to assist in the moving of buildings or equipment through, under or over the Cooperative's distribution lines, the Cooperative will require a deposit from the mover in advance of providing such assistance. The amount of the deposit required will be based upon the Cooperative's estimate of the probable cost, but in no event will the required deposit be less than \$100. Upon completion of moving assistance, the Cooperative will determine actual costs and will bill or credit the mover according to the difference between actual costs and the deposit, except that the minimum actual cost will not be less than \$100. Actual costs will be determined in accordance with the following:

- a. Within regular working hours:
 - (1) Average individual wage rate applicable to employee(s) involved
 - (2) Actual material used
 - (3) Appropriate overhead charges
- b. Outside regular working hours:
 - (1) Overtime wage rate applicable to employee(s) involved
 - (2) Actual materials used
 - (3) Appropriate overhead charges
- c. The minimum billing for moving assistance shall not be less than \$100.00.

4. Relocation of Facilities

- a. The Cooperative will cooperate with political subdivisions in the construction, improvement or rehabilitation of public streets and highways. It is expected that the Cooperative will receive reasonable notice so that any required relocation work can be properly scheduled.
- b. If the Cooperative's poles, anchors or other appurtenances are located within the confines of the public right-of-way, the Cooperative will make the necessary relocation at its own expense with exceptions:
 - (1) The facilities were originally installed within the confines of the public right-of-way at the request of the political entity.
 - (2) Existing facilities being within the confines of a new public right-of-way obtained after the construction of the Cooperative's facilities.
 - (3) The facilities provide public services such as lighting, traffic signals, etc.
- c. If the Cooperative's poles, anchors or other appurtenances are located on private property, the political subdivision must agree in advance to reimburse the Cooperative for any expenses involved in relocating its facilities.

- d. When the Cooperative is requested to relocate its facilities for reasons other than road improvements, any expense involved will be paid for by the firm person or persons requesting the relocation, unless one or more of the following conditions are met:
- (1) The relocation is made for the convenience of the Cooperative.
 - (2) The relocation is associated with other regularly scheduled conversion or construction work at the same location and can be done at the same time. Before actual relocation work is performed under Section III, C, 4, c. and d above, the Cooperative will estimate the cost of moving the poles, anchors or other appurtenances and an advance deposit in the amount of the estimate must be received from the firm person or persons requesting such relocation. Upon completion of the relocation work, the Cooperative will determine the actual costs of the relocation, and the firm person or persons requesting the relocation will be billed or credited for the difference between the advance deposit and the actual cost.
5. Construction Schedules - Scheduling of construction shall be done on a basis mutually agreeable to the Cooperative and the applicant. The Cooperative reserves the right not to begin construction until the Member-Consumer has demonstrated to the Cooperative's satisfaction the Member-Consumer's intent to proceed in good faith with installation of the Member-Consumer's facilities by acquiring property ownership, obtaining all necessary permits and/or, in the case of mobile homes, meeting the Cooperative's requirements for permanency.
6. Design of Facilities - The Cooperative reserves the right to make final determination of selection, application, location, routing and design of its facilities. Where excessive construction costs are incurred by the Cooperative at the request of the Member-Consumer, the Member-Consumer may be required to reimburse the Cooperative for such excess costs.
7. Billing - For Member-Consumer(s) who fail to take service two (2) months after an extension has been completed to the premises and within the time period requested by the Member-Consumer(s), the Cooperative shall have the right, after said two (2) month period, to commence billing the Member-Consumer under the Cooperative's applicable rates and rules for the type of service requested by the Member-Consumer(s).

Section IV - Emergency Electrical Procedures

A. General

Emergency electrical procedures may be necessary if there is a shortage in the electrical energy supply to meet the demands of Member-Consumers in the electrical service area. It is recognized that such deficiencies can be short-term (a few hours) or long-term (more than a few hours) in duration; and, in view of the difference in nature between short and long--term deficiencies, different and appropriate procedures shall be adopted for each.

Essential health and safety Member-Consumers given special consideration in these procedures shall, insofar as the situation permits, including but not limited to the following types of Member-Consumers:

- Governmental Detention Institutions: facilities used for the detention of persons.
- Fire Stations: attended, publicly-owned facilities housing mobile fire fighting apparatus.
- Hospitals: institutions providing medical care to patients and where surgical procedures are performed.
- Life support equipment such as a kidney machine or respirator, used to sustain a person's life.
- Water Pumping Plants: publicly-owned facilities essential to a community's supply of potable water.

- Sewage Plants: publicly-owned facilities essential to the collection, treatment or disposal of a community's sewage.
- Radio and television stations which transmit emergency messages and public information broadcasts related to these procedures.

Although these types of Member-Consumers will be given special consideration from the manual load shedding provisions of this procedure, they are encouraged to install emergency generation equipment if continuity of service is essential. It is known that some of the township fire departments in the more rural parts of Michigan have portable generation equipment available. Maximum use should be made of these facilities. In the case of Member-Consumers supplied from two utility sources, only one source will be given special consideration. Other Member-Consumers who, in their opinion, have critical equipment or circumstances, should install emergency battery or portable generating equipment.

As may be appropriate in accordance with the nature of the occurring or anticipated emergency, the Cooperative will initiate the following procedures.

B. Sudden or Unanticipated Short-Term Capacity Shortage

In the event of a sudden decline of the frequency on the system or a sudden breakup which isolates all or parts of the system or power pool from other electric systems with which it is interconnected and which results in the area so isolated being deficient in electric generation, with consequent rapid decline in frequency:

1. Every effort will be made to maintain at least partial service to the system by means of predetermined load shedding of, selected transmission and/or distribution circuits. The Cooperative will make every reasonable effort to provide continuous service to ensure the essential health and safety of Member-Consumers.
2. With no substantial generation of its own and being to a great extent dependent on outside sources for energy, the Short-Term, Sudden, Unanticipated Capacity Shortage may result in temporary complete loss of service to the Cooperative. However, the Cooperative will make every effort to resume service to essential customers as soon as practicable.

C. Anticipated or Predictable Short-Term Capacity Shortages in the Cooperative System.

In the event an emergency condition of short-term duration is anticipated or predicted which cannot be relieved by sources of generation within or outside the system serving as the Cooperative source of energy, the following steps will be taken at the appropriate time and in the order appropriate to the situation:

1. The internal demand of substations, offices and other premises owned by the Cooperative will be reduced to the largest extent consistent with the maintenance of service.
2. Service will be interrupted to loads rendered service under interruptible tariffs.
3. Voltage will be reduced not more than six percent.
4. Voluntary load reductions will be requested of large commercial and industrial Member-Consumers by procedures established in their respective load management plans.
5. Voluntary load reductions will be requested of all other Member-Consumers through appropriate media appeals.
6. Load shedding of firm Member-Consumer loads will be initiated. Service so interrupted shall be of selected distribution circuits throughout the Cooperative area. Such interruptions shall be consistent with the criteria established for essential health and safety Member-Consumers and will, insofar as practicable, be alternated among circuits. Records will be maintained to insure that during subsequent capacity shortages, service interruptions may be rotated throughout the Cooperative service area in an equitable manner.

D. Long-Term Capacity or Fuel Shortage

The following actions will be implemented until it is determined by the Cooperative energy suppliers that any or all actions may be terminated. The public will be immediately advised through appropriate media sources of the implementation of these procedures. If an emergency situation of long-term duration arises out of long-term capacity or fuel shortage in the area which cannot be relieved by sources of generation within or outside the system, the following actions will be taken in the order noted as required:

1. Curtail use during hours of maximum system demand of nonessential energy or premises controlled by the Cooperative including parking and large area lighting and interior lighting, except lighting required for security and safety, and other uses of energy both during and outside normal business hours.
2. Initiate voluntary energy curtailment during hours of maximum system demand of all Member-Consumers by requesting, through mass communication media, voluntary curtailment by all Member-Consumers of a minimum of ten percent of their electric use. This use will include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed or deferred to off-peak hours.
3. Implement procedures for interruption of circuits during the period of maximum system demand on a rotational basis in accordance with specified load reduction amounts minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours and the total interruption should not exceed four hours in any 24-hour period without prior notification to the Commission. If the above actions are made necessary because of a long-term fuel shortage, they will be continued in the order taken to maintain as nearly as possible a 30-day fuel supply.

E. Emergency Procedures of Wholesale Suppliers

Where appropriate, the emergency procedures will be the same as those placed in effect by the cooperative's wholesale for resale energy supplier.

(3) A utility is not required to enter into a subsequent settlement agreement with a customer who defaulted on the terms and conditions of an agreement within the last 12 months.

(4) If the customer and utility reach a settlement agreement following a notice of shutoff, the failure of the customer to abide by the terms of the settlement agreement during the first 60 days of the agreement constitutes a waiver of the notice required by sub rule (1) of this rule. The utility may shut off service after notice as described in the provisions of R 460.138, R 460.139, or R 460.142, if applicable.

The Cooperative may choose not to respond to a customer complaint or dispute that involves the same question or issue based upon the same facts. If so, the Cooperative will provide notice to the customer that the complaint has been dismissed under this rule.

Nothing in these provisions will be construed to prevent a party from pursuing appropriate legal and equitable remedies at any time.

Issued January 1, 2011

By Mark Kappler, General Manager, Portland, Michigan

Previous Revisions: July 1, 2010

HomeWorks Tri-County Electric Cooperative

Member Standards and Billing Practices

For Residential Electric Service

OBJECTIVE

The objective of this policy is to ensure the Standards and Billing Practices for members receiving electric service from HomeWorks Tri-County Electric Cooperative are applied fairly and consistently for the Cooperative's members.

R 460.101 Application of policy.

Rule 1. This policy applies to residential members receiving electric service at their homes, garages, pole barns, residential water pumps and any other type of electric service that pertains to their residential location as long as the service does not require a transformer capacity greater than 30 kVa and it does not serve a business. Standards and Billing Practices for all other types of electric service are covered under Member Standards and Billing Practices – Commercial and Non-Residential Electric Service.

R 460.102 Definitions.

Rule 2. As used in this policy:

- (a) "Actual meter reading" means an electric meter reading that is based on the member's actual energy use during the period reported and that was performed by a Cooperative representative, by the member and communicated to the company by mail, telephone, fax, on a secure company website, through the internet, or other reasonable means, or that was transmitted to the Cooperative by an automated or remote meter reading device.
- (b) "Applicant" means an emancipated minor or a person 18 years of age or older requesting residential electric service in person at the Cooperative office, in writing, by telephone or fax machine, through the internet, or any other form of communication that allows the applicant to provide the information required by the Cooperative.
- (c) "Billing error" means an undercharge or overcharge that is caused by any of the following:
 - (i) An incorrect actual meter read by a Cooperative representative.
 - (ii) An incorrect remote meter read.
 - (iii) An incorrect meter multiplier.
 - (iv) An incorrect calculation of the applicable rate.
 - (v) A meter switched by the Cooperative or a Cooperative representative.
 - (vi) An incorrect application of the rate schedule.
 - (vii) Another similar act or omission by the Cooperative in determining the amount of a member's bill. An undercharge or overcharge that is caused by a non-registering meter, a meter error, or the use of an estimated meter read or a member read is not a billing error.
- (d) "Billing month" means an electric consumption period of not less than 26 or more than 35 days.
- (e) "Billing specialist" means a representative of the Cooperative who investigates and resolves meter reading discrepancies or errors.
- (f) "Charges for tariff service" means the rates for electric service and other charges.
- (g) "Collection charge" means a charge assessed for the costs associated with sending an employee or agent to a residence to collect a past due payment in lieu of shutoff of service.
- (h) "Complaint determination" means the written decision of the Dispute Resolution Committee.
- (i) "Cooperative" means HomeWorks Tri-County Electric Cooperative.
- (j) "Critical care member" means any member who requires, or has a household member that requires, home medical equipment or a life support system, and who has provided appropriate documentation

from a physician or medical facility to the Cooperative identifying the medical equipment or life support system and certifying that an interruption of service would be immediately life-threatening.

(k) "Member" means a purchaser of electricity that is supplied or distributed by the Cooperative for residential purposes.

(l) "Cycle billing" means a system that renders bills for the Cooperative's service to various members on different days of a calendar month.

(m) "Delinquent account" means an account with charges for electric service that remains unpaid at least 5 days after the due date.

(n) "Eligible low-income member" means a Cooperative member whose household income does not exceed 150% of the federal poverty guidelines as published by the United States department of health and human services or who receives any of the following:

(i) Supplemental security income or low-income assistance through the department of human services or successor agency.

(ii) Food stamps.

(iii) Medicaid.

(o) "Eligible military member" means a Cooperative member, or member whose spouse is in the military who meets all of the following:

(i) Is on full-time active duty.

(ii) Is deployed overseas in response to a declared war or undeclared hostilities or is deployed within the United States in response to a declared national or state emergency and the household income is reduced as a result.

(iii) Notifies the Cooperative of his or her eligibility.

(iv) Provides verification of eligibility if requested by the Cooperative.

(p) "Eligible senior citizen member" means a Cooperative member who meets all of the following criteria:

(i) Is 65 years of age or older.

(ii) Advises the Cooperative of his or her eligibility.

(q) "Energy assistance program" means a program that provides financial assistance or assistance in improving residential energy efficiency and energy conservation.

(r) "Energy usage" means the consumption of electricity.

(s) "Estimated bill" means a bill for service at the premises that is not based on an actual meter reading for the period being billed, but on calculations of how much electricity a member used during the billing period.

(t) "Formal dispute arbitrator" means an independent arbitrator from the area called in to formally investigate a billing dispute, at the Cooperative's expense.

(u) "Formal dispute resolution process" means the next step taken if the member and Cooperative cannot come to an agreement after completing the informal process.

(v) "In dispute" means that a matter is the subject of an unresolved disagreement, claim, or complaint against the Cooperative by a member, or the member's authorized agent.

(w) "Inactive member" means a member who has received the Cooperative's service in the past but is not currently receiving service.

(x) "Informal appeal" means an appeal of a complaint determination to the Dispute Resolution Committee.

(y) "Informal appeal decision" means the written decision of the Dispute Resolution Committee.

(z) "Informal complaint" means a matter that requires follow-up action or investigation by the Cooperative to resolve the matter.

(aa) "Inquiry" means a question regarding a Cooperative matter that is asked by a member and answered by a Cooperative representative, its general manager, or the Board of Directors.

- (bb) "Late payment charge" means a finance, service, carrying, or penalty charge that is assessed by the Cooperative because a bill or portion of a bill is delinquent.
- (cc) "Medical emergency" means an existing medical condition of the Cooperative's member of record or a member of the member's household, as defined and certified by a physician or public health official on official stationary or Cooperative-provided form, that will be aggravated by the lack of electric service.
- (dd) "Meter error" means a failure to accurately measure and record all of the electrical quantities used that are required by the applicable rate or rates.
- (ee) "New member" means a member who has never received the Cooperative's service.
- (ff) "Peak season" means the months of November, December, January, February and March for electric space heating and June, July and August for other electric service.
- (gg) "Positive identification information" means a consistently used appropriate identification such as, but not limited to, a driver's license or ID card issued by a state, U.S. military card or military dependent's ID card, Native American tribal document, or passport.
- (hh) "Power supply cost recovery" means the adjustment in rates to recognize the cost of purchased power and fuel for electric generation.
- (ii) "Remote shutoff or restoration capability" means the ability to terminate or restore service to a premises from another location.
- (jj) "Residential service or use" means the provision or use of electricity for residential purposes.
- (kk) "Satisfactory payment history" means that a member's account was not delinquent more than 1 time in the past 12 months.
- (ll) "Seasonally billed member" means a member who is billed on a seasonal basis in accordance with a Cooperative tariff that is approved by the Cooperative's Board of Directors.
- (mm) "Settlement agreement" means a documented agreement that is entered into by a member and the Cooperative and that resolves any matter in dispute or provides for the payment of amounts not in dispute over a reasonable period of time.
- (nn) "Shutoff of service" means a discontinuance of electric service that is not requested by a member.
- (oo) "Space heating season" means the period between November 1 and March 31.
- (pp) "Termination of service" means a discontinuance of electric service that is requested by a member.
- (qq) "Unauthorized use of electric service" means theft, fraud, interference, or diversion of service, including but not limited to meter tampering (any act which affects the proper registration of service through a meter), by-passing (unmetered service that flows through a device connected between a service line and member-owned facilities), and service restoration by anyone other than the Cooperative or its representative.
- (rr) "Weather adjusted consumption data" means a member's monthly energy usage divided by the number of heating or cooling degree days for that month.

R 460.103 Discrimination prohibited.

Rule 3. The Cooperative shall not discriminate against or penalize a member for exercising any right granted by these rules.

R 460.104 Conduct of proceedings. This section is deleted

R 460.105 Additional rules.

Rule 5. The Cooperative may adopt additional rules governing relations with its members that are reasonable and necessary and that are consistent with this policy. The Cooperative's policies will be an integral part of its tariffs and are subject to approval by the Cooperative's Board of Directors. If there is a conflict between these rules and the Cooperative's rules or tariffs, these rules govern.

Part 2. APPLICATION FOR SERVICE

R 460.106 Service requests for new or previous members.

Rule 6. (1) Applicants for service may become new members or reactivate their existing inactive membership by requesting service in person at the Cooperative's offices, in writing, by telephone, fax, or internet, or other means of communication. Using any of these methods, an applicant shall do the following:

- (a) Apply in writing to the Cooperative to update an existing inactive membership or obtain a new membership within a reasonable time of first receiving service.
- (b) Provide positive identification information as defined in R 460.102.
- (c) Pay a deposit, if required by R 460.109 or R 460.110.

(2) The cooperative will require payment of a delinquent account as a condition of providing or continuing service if the following conditions apply:

- (a) The delinquent account is in the member's or applicant's name.
- (b) The delinquent account is not in dispute, owed to the Cooperative, and accrued within the last 6 years. The Cooperative will provide the applicant with information on the process to refute or contest the delinquent account.

R 460.107 Applicant information.

Rule 7. (1) The Cooperative may request but will not require anyone other than the applicant to assume responsibility for service. The Cooperative will permit more than one name on the application if requested by the member and agreed to by the second party.

(2) If the applicant is renting the premises for which service is requested, the Cooperative may require proof that the applicant is a tenant. Written or oral confirmation by the manager, landlord, or owner of the property, or a notarized signed copy of the rental agreement is sufficient proof. An applicant may verify a lease by submitting a lease agreement containing notarized signatures of the landlord and tenant, or by providing the Cooperative with contact information for the landlord.

PART 3. DEPOSITS AND GUARANTEE TERMS AND CONDITIONS

R 460.108 Prohibited practices.

Rule 8. The Cooperative will not require a deposit or other guarantee as a condition of new or continued utility service based upon any of the following:

- (a) If the member or applicant has a satisfactory credit history with any utility during the previous 6 years.
- (b) Income.
- (c) Residence location.
- (d) Race.
- (e) Color.
- (f) Creed.
- (g) Sex.
- (h) Age.
- (i) National origin.
- (j) Marital status.
- (k) Familial status.
- (l) Disability.
- (m) Any other criteria not authorized by this policy.

R 460.109 Deposit for new member.

Rule 9. (1) The Cooperative may require a deposit as a condition of providing service to a new member if any of the following provisions apply:

- (a) At the time of the request for service, the applicant has unsatisfactory credit history or a delinquent bill with any utility that accrued within the last 6 years and that remains unpaid, and is not in dispute.
 - (b) The applicant misrepresents his or her identity or credit standing.
 - (c) The applicant fails to provide positive identification information upon request at the time of applying for new service.
 - (d) The applicant requests service for a location at which he or she does not reside.
 - (e) The applicant engaged in unauthorized use of utility service within the last 6 years, provided that the finding of unauthorized use of utility service was made after notice and is not in dispute.
 - (f) Within the past 3 years, the applicant lived in a residence with a person who accrued a delinquent account for electric service to the shared residence, during the time the applicant lived there, which remains unpaid and is not in dispute, and the person with the delinquent account now resides with the applicant. The Cooperative will advise the applicant of the process by which the applicant can refute this claim.
 - (g) The applicant has sought relief under federal bankruptcy Chapters 10 or 13 within the last 7 years, or Chapter 7 within the last 10 years, or within time periods set by federal law.
- (2) Notwithstanding any of the provisions of subrule (1) of this policy, the Cooperative shall not require a deposit as a condition of providing service to a new member if the department of human services or its successor agency is responsible for making payments to the Cooperative on behalf of the applicant.

R 460.110 Deposit for a previous member or for continued service.

Rule 10. (1) The Cooperative will require a deposit as a condition of providing or restoring service to an inactive member or continuing service to a current member if any of the following provisions apply:

- (a) At the time of the request for service, the member or applicant has a prior service account that is delinquent, that accrued within the last 6 years, and that remains unpaid and is not in dispute or if litigation was required to obtain full payment of a utility account that was not in dispute.
- (b) The member or applicant misrepresents his or her identity or credit standing.
- (c) The member or applicant fails to provide positive identification information upon request at the time of applying for service.
- (d) The member or applicant engaged in unauthorized use of electric service within the last 6 years, if the finding of unauthorized use of electric service was made after notice and is not in dispute.
- (e) The Cooperative has shut off service to the member for nonpayment of a delinquent account that is not in dispute.
- (f) The Cooperative has had one or more checks issued from the member's account returned from a financial institution for insufficient funds or no account, or has had one or more payments from the member's debit or credit card or other form of payment denied within the last 12 months, excluding financial institution error.
- (g) The applicant has sought relief under federal bankruptcy Chapters 10 or 13 within the last 7 years, or Chapter 7 within the last 10 years, or within time periods set by federal law.
- (h) Within the past 3 years, the applicant lived in a residence with a person who accrued a delinquent account for electric service to the shared residence, during the time the applicant lived there, which remains unpaid and is not in dispute, and the person with the delinquent account now resides with the applicant. The Cooperative will advise the applicant of the process by which the applicant can refute this claim.

(2) Notwithstanding any of the provisions of subrule (1) of Rule 10, the Cooperative will not require a deposit as a condition of providing service to a previous member or continuing service to a current member if the department of human services or its successor agency is responsible for making payments to a utility on behalf of the applicant.

R 460.111 General deposit conditions.

Rule 11. (1) All of the following apply to payment of deposits:

(a) For a primary residence, a deposit that is required under these rules due to a prior outstanding account that is not in dispute or a shutoff for nonpayment will not be more than the average of the highest 5 months during the previous 12 months for the premises or, if the current member's consumption history for the premises is unavailable, twice the Cooperative's system average monthly bill for residential service.

(b) For seasonal properties, a deposit that is required under these rules due to a prior outstanding account that is not in dispute or a shutoff for nonpayment will not be more than the average of the highest 5 months during the previous 12 months for the premises.

(c) The Cooperative will offer an eligible low-income member the option of paying a deposit required under these rules in 2 monthly installments.

(2) Whenever the Cooperative requests a deposit because of an unpaid account incurred in another household member's name for a time when the member and the other person shared a residence, as described in R 460.109(f) or R 460.110(i), the Cooperative will provide the member with notice of the reason for the request, the Cooperative policy that allows the Cooperative to make the request, and the process for refuting the action.

(3) A deposit that is required during the space heating season due to a disconnect for nonpayment within the past 12 months will not exceed the average of the highest 5 months during the previous 12 months.

(4) A deposit that is required as a condition of providing, restoring, or continuing service due to unauthorized use of electric service shall not be more than 4 times the average peak season monthly bill for the premises or 4 times the Cooperative's system average peak season monthly bill for residential service if the member's consumption history for the premises is unavailable. The Cooperative may also require payment of the delinquent account and applicable charges as a condition of providing, restoring, or continuing service if the account is in the member's or applicant's name, is delinquent, owed to the Cooperative, and accrued within the last 6 years.

(5) Unless the applicant misrepresents his or her identity or credit standing, or fails to provide positive identification information, if requested, at the time of applying for service, the Cooperative will not assess a deposit if the member has been in service for 365 days (1 year) or more.

(6) The Cooperative will pay simple interest to each member who is required to make a deposit for the time the deposit is held by the Cooperative. The interest rate will be the rate paid on United States savings bonds, series EE, as of the first business day of the calendar year. The Cooperative will credit interest semiannually to the service account of the member or pay it upon the return of the deposit, whichever occurs first.

(7) The member's credit will be established and the Cooperative will return the deposit and accrued interest upon satisfactory payment by the member of all proper charges for electric service for a period of 12 consecutive months. The Cooperative may retain the deposit assessed because of unauthorized use of electric service for a period of 36 months and shall refund the deposit upon satisfactory payment of the final 12 months' charges.

(8) For purposes of this policy, payment is satisfactory if it is made before the issuance of a notice of shutoff of service for nonpayment that is not in dispute, or within 5 days after the issuance of the next succeeding monthly bill, whichever occurs first.

(9) For members terminating service, if the Cooperative has not already returned the deposit, the deposit will be credited, with accrued interest, to the final bill. For members continuing to receive service, the Cooperative may transfer the deposit to another inactive account with a balance, or to an active account that is not in dispute and has an unsatisfactory credit history. The Cooperative will promptly return the balance to the member if the above conditions do not exist.

(10) The Cooperative will maintain an electronic record of all deposits received. The record will show all of the following information:

(a) The name of the residential member.

(b) The location of the premises occupied by the member at the time of making the deposit and each successive location while the deposit is retained.

(c) The date the member made the deposit and the amount.

(d) The dates the Cooperative paid interest and the amounts.

(e) The terms and conditions governing the return of the deposit.

(11) The Cooperative, upon request, will provide the member with a written receipt for the deposit. The Cooperative will provide instructions regarding how a member who is entitled to the return of his or her deposit may obtain the deposit.

(12) The Cooperative will make reasonable efforts to locate members with unclaimed deposits or credits.

(13) The Cooperative will apply deposit standards uniformly to all members. The Cooperative shall provide, to any member who objects to paying a deposit, information on the process to contest the deposit requirement.

R 460.112 Guarantor agreements. This rule is deleted

PART 4. METER READING PROCEDURES, METER ACCURACY, METER ERRORS AND RELOCATION

R 460.113 Actual and estimated meter reading.

Rule 13. (1) Except as specified in this rule, the Cooperative will provide all residential members with an actual monthly meter reading as defined in R 460.102. The Cooperative may estimate a meter reading only if an actual meter reading cannot be obtained by any reasonable or applicable method described in R 460.102. If the Cooperative cannot obtain an actual meter reading, then the Cooperative will maintain records of the efforts made to obtain an actual meter reading and its reasons for failure to obtain an actual meter reading.

(2) The Cooperative will estimate member bills only when the Cooperative's estimated bill procedures assure reasonable billing accuracy. A bill that is rendered on an estimated basis shall be clearly and conspicuously identified as such. Any substantive changes to the Cooperative's billing estimation procedures shall be submitted to the Board of Directors for approval.

(3) Notwithstanding the provisions of R 460.113 (1), the Cooperative may render estimated bills to seasonally billed members in accordance with tariffs approved by the Cooperative's Board of Directors.

(4) If the Cooperative estimates a member's bill for 3 or more consecutive months, when an actual meter read is obtained the Cooperative will offer the member the opportunity to pay the bill over the same number of months as consecutively estimated bills. This subrule will not apply if the Cooperative is unable to obtain access to the meter and the member fails to provide a meter reading if requested by the Cooperative.

(5) An estimated bill that is generated because the actual read is outside the range for the premises usage will not be issued in consecutive months. If the Cooperative is actively engaged in resolving the problem, an additional 30 days is permitted to correct the problem and obtain an actual meter reading.

(6) If the Cooperative shuts off service due to non-payment, the Cooperative will complete a final read or, if unable to obtain an actual read after reasonable attempts, the Cooperative will estimate the bill.

R 460.114 Cooperative representative identification.

Rule 14. Upon request, the Cooperative representative reading the meter shall provide the member or other household member with appropriate picture identification confirming the representative's employment with the Cooperative.

R 460.115 Member meter reading.

Rule 15. The Cooperative may provide each member with the opportunity to read and report energy usage, provided the member accurately reports energy usage on a regular basis. The Cooperative shall provide postage-paid, pre-addressed postcards for this purpose upon request, or the Cooperative may permit members to report meter readings on a secure Cooperative website, by telephone, or other reasonable means. At least once every 12 months, the Cooperative will obtain an actual meter reading of energy usage to verify the accuracy of readings reported in this manner. Notwithstanding the provisions of this rule, a Cooperative representative may read meters on a regular basis.

R 460.116 Meter accuracy, meter errors, meter relocation.

Rule 16. (1) Meters with actual readings that are rejected by the Cooperative billing system for 2 consecutive months because they are outside the expected range of the member's usage for the premises will be reviewed by a billing specialist, investigated, and, if necessary, the meter will be repaired or replaced.

(2) Meters recording usage inaccurately will be repaired or replaced by the company. Any meter in service that remains broken as determined by a specific test of the meter or that does not correctly register member usage for a period of 6 months or more will be removed and members will not be required to pay bills generated from these meter readings beyond the 6-month period from the date the meter malfunction occurred. This rule does not alter the provisions of R 460.3613 governing the testing and replacement of electric meters.

(3) Overcharges and undercharges due to electric meter errors will be reconciled in accordance with the provisions of R 460.3403 of the regulations governing technical standards for electric service.

(4) The Cooperative may assess a meter relocation charge in any of the following situations:

- (a) The Cooperative shut off service by disconnection at the street or pole because the Cooperative could not obtain access to the meter.
- (b) The member or another responsible adult refused to permit the Cooperative access to the meter on 2 separate occasions, or on a single occasion if harm is threatened, and the Cooperative has documented requests for access and/or requests for the member to perform a meter reading that were refused.
- (c) The Cooperative shut off service due to unauthorized use of electric service or the member acknowledges personal responsibility and the Cooperative bills the member for unauthorized use of electric service.
- (d) The member requests that the Cooperative relocate the meter.

(5) If the Cooperative moves the meter for reasons other than the reasons listed under subrule (4) of this rule, and the member wants the meter placed in a different location than that selected by the Cooperative, then the member shall pay any additional costs.

PART 5. BILLING AND PAYMENT STANDARDS

R 460.117 Billing frequency; method of delivery.

Rule 17. (1) The Cooperative will send a bill each billing month to its members in accordance with approved rate schedules unless the Cooperative and the member agree to another billing interval. The Cooperative will send a bill to members by mail or email unless the Cooperative and the member agree to another method of delivery.

(2) The member may designate a third party to receive bills, shutoff notices, or other communications from the Cooperative on the member's behalf, if the member submits proper identification and confirmation information for both the member and the third party. The receipt of bills by a third party does not make that party responsible for the bills.

(3) Members who use online billing and payment will have the same rights and responsibilities as members who use paper bills and payment by US mail.

R 460.118 Equal monthly billing.

Rule 18. Upon member request, the Cooperative will bill a member with a satisfactory payment history under an equal monthly billing program, as long as the Cooperative's Board of Directors is assured that the billing program assures reasonable billing accuracy. If a member has a credit balance at the end of the program year, that balance will be rolled into the next program year if the member participates. If the member requests, and the balance is more than \$100.00, the Cooperative will return the credit balance.

R 460.119 Cycle billing.

Rule 19. The Cooperative may use cycle billing if each member receives a bill on or about the same day of each billing month. If the Cooperative changes meter reading routes or schedules by more than 7 days, it will provide notice to affected members at least 10 days before making the change.

R 460.120 Payment of bill.

Rule 20. (1) The Cooperative will permit each member a period of not less than 21 days from the date the bill was sent to pay in full, unless the member specifically requests a different payment date. The Cooperative will not withdraw funds from a member's account before the due date in cases where a member uses an automatic bill payment plan, unless the member agrees to a different period.

(2) The Cooperative will not attempt to recover from any member any outstanding bills or other charges due upon the account of any other person, unless that member has entered into a lawful agreement to pay those bills and charges.

(3) The member has the right to pay any delinquent bill at anytime prior to disconnection in order to preserve uninterrupted service. After proper notice of shutoff under R 460.138 and R 460.141 has been provided, it will be the member's responsibility to contact the Cooperative and arrange payment before disconnection.

(4) Members who receive multiple services from the Cooperative may designate how partial payments will be applied to their accounts. In the event of disconnection or pending disconnection of multiple services, the Cooperative will provide the member with an accounting of the member's charges and give the member the option of restoring one or more services with the appropriate payment.

(5) When a member receiving multiple services receives a disconnect notice, the notice will clearly show the member has both of the following options:

(a) An extended payment plan for multiple services.

(b) An extended payment plan to retain either of the services as chosen by the member.

R 460.121 Payment period.

Rule 21. (1) The date a bill is sent is the date the Cooperative transmits the billing information to the member. If the last day for payment falls on a Sunday, legal holiday, or other day when the offices the Cooperative regularly uses for the payment of members' bills are not open to the general public, the payment date will be extended through the next business day.

(2) If a member fails to make full payment by the due date, the Cooperative may begin to implement its collection practices including the use of automated telephone calls reminding the member or a third party designated under R 460.117(2) that the bill is past due.

R 460.122 Allowable charges.

Rule 22. (1) The Cooperative will bill each member for the amount of electricity consumed and any other approved charges in accordance with the rates and tariffs approved by the Cooperative's Board of Directors.

(2) The Cooperative may assess a late payment charge not more than 2%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The Cooperative will not assess a late payment charge against a member who is participating in a shutoff protection program described in Part 9 of this policy.

R 460.123 Bill information.

Rule 23. (1) A bill that is transmitted by the Cooperative will state clearly all of the following information:

- (a) The beginning and ending meter readings and dates for the billing period. A member reading his or her own meter will be encouraged, but not required, to provide this information. The provisions of this rule do not apply if the information is not provided by the member.
 - (b) The units of energy consumed during the billing period and the units of energy consumed during the comparable period the prior year. Upon member request, the Cooperative will provide weather-adjusted consumption data to the member or to a third-party designated by the member.
 - (c) A designation of the rate.
 - (d) The due date.
 - (e) Any previous balance.
 - (f) The amount due for energy usage.
 - (g) The amount due for other authorized charges.
 - (h) The amount of tax.
 - (i) The total amount due.
 - (j) That the rate schedules, the explanation of rate schedules, and the explanation of how to verify the accuracy of the bill will be provided by the Cooperative upon request.
 - (k) That the member should contact the Cooperative regarding an inquiry or complaint about the bill before the due date.
 - (l) The address and telephone number of the Cooperative at which the member may initiate any inquiry or complaint regarding the bill or the service provided by the Cooperative.
 - (m) That the Cooperative is member regulated.
- (2) As an option for members, the Cooperative provides online billing, under the following provisions:
- (a) A member will not be required to use online billing.
 - (b) No enrollment or usage fees will be assessed to a member who chooses to receive bills or member information online.
 - (c) The online billing statement will include, at minimum, all information listed in subrule (1) of this rule.
 - (d) The Cooperative will maintain a secure and encrypted site to be accessed by the member of record after completing the secure registration process.

- (e) The Cooperative will require that the member use a password or security question to access the online billing system. The Cooperative will not require the member to use his or her social security number to enroll in or access the billing system.
- (f) Any fees to accept online payments will be clearly displayed in the payment window.
- (g) Any payment made online will be treated as a payment to the Cooperative business office.
- (h) Use of the online system will not restrict the member in using other payment methods. All other payment methods will continue to be available to the member.

R 460.124 Separate bills.

Rule 24. (1) The Cooperative will transmit a separate bill in conformity with the provisions of R 460.123 for service provided at each service location and will not combine 2 or more accounts without written authorization of the member.

(2) Notwithstanding the provisions of subrule (1) of this rule, if there is shutoff or termination of service at a separate residential metering point, residence, or location in accordance with these rules, then the Cooperative will transfer an unpaid balance to any other residential service account of the member. The Cooperative will have valid identification data that shows the member is the same at both residences and will present that data to the member upon request.

(3) Whenever the Cooperative consolidates accounts under subrule (2) of this rule, the Cooperative will provide the member with a written notice for the consolidation.

R 460.125 Billing for non-tariff services.

Rule 25. The Cooperative may include charges for other services, such as appliance repair or appliance protection programs, together with charges for electric service on the same monthly bill if the charges for the other services are designated clearly and separately from the charges for the electric service. Failure to pay for other services the Cooperative provides may result in the termination of that service but not the termination of the electric service. If partial payment is made, the Cooperative will first credit payment to the balance outstanding for electric service in accordance with the provisions of R 460.120(4) and (5) where applicable.

R 460.126 Billing error.

Rule 26. (1) If the Cooperative overcharges a member due to a billing error, the Cooperative will refund or credit the amount of the paid overcharge on the bill immediately following the discovery of the error. Upon member request, overcharges greater than \$100 shall be refunded within 30 days. The Cooperative is not required to adjust, refund, or credit an overcharge interest for more than the 3 years immediately preceding discovery of the billing error, unless the member is able to establish an earlier date for commencement of the error.

(2) If the Cooperative undercharges a member, the following provisions apply:

(a) In cases that involve unauthorized use of Cooperative service, the Cooperative may backbill the member for the amount of the undercharge using the Board of Directors approved process for estimating the bill. The Cooperative will charge fees for unauthorized use of utility service in accordance with Board of Directors approved tariffs.

(b) In cases that do not involve unauthorized use of Cooperative service, the Cooperative will back bill the member for the amount of the undercharge during the 12-month period immediately preceding discovery of the error, and the Cooperative will offer the member reasonable payment arrangements for the amount of the back bill, which will allow the member to make installment payments over a period at least as long as the period of the undercharge.

PART 6. VOLUNTARY TERMINATION OF SERVICE

R 460.127 Voluntary termination.

Rule 27. (1) Subject to the provisions of these rules, a Cooperative member or authorized representative will do all of the following:

- (a) Notify the Cooperative in person, or by telephone, in writing, by fax or on the internet at least 10 business days prior to requested service termination.
 - (b) Allow access to the Cooperative, if necessary, to perform a final meter read.
 - (c) Provide an address and telephone number for final billing at the time of request for a final read.
- (2) The Cooperative will do both of the following:
- (a) Provide a final actual meter reading within 10 business days of the request for termination, or estimate the final reading and offer the member the option to provide an actual meter reading. If the meter is not read within the 10-day time frame the Cooperative will document the reason for no actual reading. An actual meter reading will be obtained by the next normal reading cycle.
 - (b) Schedule the member's final reading within a 4-hour time frame if the Cooperative cannot access the meter.

PART 7 COOPERATIVE PROCEDURES

R 460.128 Applicability.

Rule 28. These procedures apply to all member inquiries, service requests, and complaints that are made to the Cooperative regarding residential electric service and charges.

R 460.129 Complaint procedures.

Rule 29. (1) The Cooperative's Board of Directors, in Board Policy 506, has established procedures that will ensure the prompt, efficient, and thorough receipt, investigation, and, where possible, resolution of all member inquiries, service requests, and complaints and report the resolution of Board-referred complaints to the Board.

(2) The Cooperative will make reasonable attempts to contact the member within 2 business days after referral of a member's complaint from a member of the Board of Directors, and will develop and report to the Board of Directors, within 30 days after referral, its plan for resolution of the complaint.

(3) The Cooperative will provide members who are not satisfied with the Cooperative's resolution of a complaint or inquiry with the telephone number and internet address of the Cooperative's general manager and local district director of the Board of Directors.

(4) The Cooperative will obtain the Board of Directors' approval of any substantive changes to its procedures.

R 460.130 Personnel procedures.

Rule 30. The Cooperative will establish personnel procedures that, at a minimum, ensure all of the following:

- (a) That qualified personnel are available and prepared at all times during normal business hours to receive and respond to all member inquiries, service requests, and complaints. The Cooperative will make the necessary arrangements to ensure that members who are unable to communicate in the English language receive prompt and effective assistance.
- (b) That qualified personnel who are responsible for, or authorized to enter into, written settlement agreements on behalf of the Cooperative are available at all times during normal business hours to respond to member inquiries and complaints.

(c) That qualified personnel are available at all times to receive and respond to member contacts regarding any shutoff of service and emergency conditions that occur within the Cooperative's service area.

(d) That the names, addresses, and telephone numbers of personnel who are designated and authorized to receive and respond to the requests and directives of the Board of Directors regarding member inquiries, service requests, and complaints during business hours are current and readily available to the Board of Directors. The Cooperative will also provide a contact for emergency situations that may arise after business hours.

R 460.131 Publication of procedures.

Rule 31. (1) The Cooperative will prepare a pamphlet that, in easily understood terms, summarizes the rights and responsibilities of its members in accordance with these rules and other applicable provisions of statutes, rules, and tariffs.

(2) The Cooperative will display the pamphlet prominently at all utility office locations open to the general public and make it available to members. The Cooperative will also make the information available on its website. The Cooperative will transmit the pamphlet to each new member upon the commencement of service and will provide it at all times upon request. Where substantial revisions to or new information required by the provisions of subrule (3) of this rule occur, the Cooperative will provide the changes to all current members by a bill insert, revised pamphlet, or by publication in a periodical that is sent to all current members of the Cooperative.

(3) The pamphlet or other publication will contain all of the following information:

- (a) Billing procedures and estimation standards.
- (b) Methods for members to verify billing accuracy.
- (c) An explanation of the power supply cost recovery procedures.
- (d) Member payment standards and procedures.
- (e) Security deposit standards.
- (f) Shutoff and restoration of service procedures.
- (g) Inquiry, service, and complaint procedures.
- (h) Procedures for terminating service.

(4) Each pamphlet shall indicate conspicuously that the pamphlet is provided at the direction of the Board of Directors.

R 460.132 Access to policies and rates.

Rule 32. (1) The Cooperative will provide to each member, at least annually, all of the following information:

- (a) A notice that complete rate schedules are available upon request.
- (b) A notice that a clear and concise explanation of all rates for which that member may be eligible is available upon request.
- (c) A notice of the availability of company assistance in determining the most appropriate rate if the member is eligible to receive service under more than 1 rate.

(2) The Cooperative will provide to each member, within a reasonable time after it has proposed a general rate adjustment or a times interest earned ratio ratemaking adjustment, all of the following information:

- (a) A notice that the Cooperative's Board of Directors is considering an adjustment to the rates.
- (b) A notice that copies of the Cooperative's rate adjustment proposal are available for inspection at all offices of the cooperative.
- (c) A notice that an explanation of the proposed adjustment to the Cooperative's rates is available from the Cooperative upon request.

(3) The Cooperative will provide the notice required by the provisions of this rule either through a publication that is transmitted to each of its members, by a bill insert, or whatever transmission method is used to provide the member's bill and on its website.

(4) The Cooperative will keep on file, at all offices of the Cooperative, and will provide public access to, all of the following documents:

- (a) A copy of these rules.
- (b) A copy of all other policies of the Cooperative approved by its Board of Directors regarding member service.
- (c) Schedules of all residential rates and charges.
- (d) Proposed rate schedules.
- (e) Clear and concise explanations of both existing and proposed rate schedules.
- (f) An explanation of its power supply cost recovery process.

(5) The Cooperative will post suitable signs in conspicuous locations at all bill payment offices that are operated by the Cooperative or authorized agents calling attention to the fact that the policies, Board directives, rate schedules, proposed rate schedules, explanations of rate schedules, and explanations of proposed rate schedules are on file and available for inspection. Upon request, the Cooperative will provide a copy of these rules, explanations, or schedules to a member without charge.

R 460.133 Reporting requirements.

Rule 33. The Cooperative will file with the Board of Directors a monthly report that contains detailed information concerning all of the following:

- (a) The payment performance of its members in relation to established due and payable periods.
- (b) The number and general description of all complaints registered with the Cooperative.
- (c) The number of shutoff notices issued by the Cooperative and the reasons for the notices.
- (d) The number of informal complaints reviewed by the Cooperative's Dispute Resolution Committee, the types of disputes involved, and the number of complaint determinations issued.
- (e) The number of written settlement agreements entered into by the Cooperative.
- (f) The number of shutoffs of service and the number of reconnections.
- (g) Any other member service quality information requested by the Board of Directors.

R 460.134 Inspection. This rule has been deleted

R 460.135 Member access to consumption data.

Rule 35. The Cooperative will provide to each member, upon request, a clear and concise statement of the member's actual energy usage, and/or weather adjusted consumption data for each billing period during the last 12 months. The Cooperative will provide notice to each member, at least annually, that a member may request energy usage and weather adjusted consumption data.

PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE

R 460.136 Emergency shutoff.

Rule 36. Notwithstanding any other provision of these rules, the Cooperative may shut off service temporarily for reasons of health or safety or in a state or national emergency. When the Cooperative shuts off service for reasons of health or safety, the Cooperative will leave a notice at the premises in accordance with the provisions of R 460.139(a), (b), and (i).

R 460.137 Shutoff permitted.

Rule 37. Subject to the requirements of this policy, the Cooperative may shut off or terminate service to a residential member for any of the following reasons:

- (a) The member has not paid a delinquent account that accrued within the last 6 years.
- (b) The member has failed to provide a deposit permitted by this policy.
- (c) The member has failed to properly apply for membership in the cooperative pursuant to R 460.106.
- (d) The member has engaged in unauthorized use of Cooperative service.
- (e) The member has failed to comply with the terms and conditions of a settlement agreement.
- (f) The member has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises, or for the removal of a meter.
- (g) The member misrepresented his or her identity for the purpose of obtaining Cooperative service or put service in another person's name without permission of the other person.
- (h) The member has violated any rules of the Cooperative approved by the Board of Directors so as to adversely affect the safety of the member or other persons or the integrity of the Cooperative's system.
- (i) A person living in the member's residence meets both of the following criteria:
 - (1) Has a delinquent account for service with the Cooperative within the past 3 years that remains unpaid and is not in dispute.
 - (2) The member lived in the person's residence when all or part of the debt was incurred. The Cooperative may transfer a prorated amount of the debt to the member's account, based upon the length of time that the member resided at the person's residence. This provision does not apply if the member was a minor while living in the person's residence.

R 460.138 Notice of shutoff.

Rule 38. (1) The Cooperative shall not shut off service pursuant to the provisions of R 460.141 or R 460.142 unless it sends a notice to the member, by first-class mail, email, or personal service, not less than 10 days before the date of the proposed shut off. The Cooperative will send notice to the member's billing name and address, and to the address where service is provided if the service address is different and the notice can be delivered at that address. The Cooperative will maintain a record of the date the notice was sent.

(2) The Cooperative, upon request, will permit a member to designate a consenting individual or agency to receive a copy of a notice of shutoff.

(3) Not less than 30 days before the proposed shutoff of service to a single-metered dwelling that is used as a residence for 3 or more separate households, the Cooperative will transmit a notice to each dwelling unit that indicates that the member of record, the landlord, has failed to pay an outstanding bill and is subject to shutoff of service on or after a specified date.

R 460.139 Form of notice.

Rule 39. A notice of shutoff of service shall contain all of the following information:

- (a) The name and address of the member, and the address at which service is provided, if different.
- (b) A clear and concise statement of the reason for the proposed shutoff of service.
- (c) The date on or after which the Cooperative may shut off service, unless the member takes appropriate action.
- (d) That the member has the right to enter into a settlement agreement with the Cooperative if the claim is for an amount that is not in dispute and the member is presently unable to pay in full.
- (e) That the member has the right to file a complaint disputing the claim of the Cooperative before the proposed date of the shutoff of service.

- (f) That the member has the right to request a formal inquiry if the member disputes the reasonableness of the settlement agreement offered by the Cooperative, or if the complaint cannot be otherwise resolved, and that the member must pay to the Cooperative that portion of the bill that is not in dispute within 10 business days of the date that the member requests a formal inquiry.
- (g) That the member has the right to represent himself or herself, to be represented by counsel, or to be assisted by other persons of his or her choice in the complaint process.
- (h) That the Cooperative will not shut off service pending the resolution of a complaint that is filed with the Cooperative, its general manager, or the Board of Directors, in accordance with these rules.
- (i) The telephone number and address of the Cooperative where the member may make inquiry, enter into a settlement agreement, or file a complaint.
- (j) That the member should contact a state or county human services agency immediately if the member believes he or she might be eligible for an energy assistance program or other emergency economic assistance, and should inform the Cooperative of any efforts being made to obtain payment assistance.
- (k) That members who believe they may be eligible for assistance from an energy assistance program should determine if assistance is available before signing a settlement agreement because many agencies will not provide assistance if shutoff is avoided by signing a settlement agreement.
- (l) That the Cooperative will postpone the shutoff of service if a certified medical emergency exists at the member's residence, if the member is an eligible military member, or the member is an eligible low-income member who is actively seeking emergency assistance from an energy assistance program.
- (m) That the Cooperative will require a deposit and restoration charge if service is shutoff for nonpayment of a delinquent account or for unauthorized use of Cooperative service.
- (n) That the member should contact the Cooperative for information about a shutoff protection program.

R 460.140 Time of shutoff.

Rule 40. (1) Subject to the requirements of these rules, the Cooperative may shut off service to a member on the date specified in the notice of shutoff or at a reasonable time following that date. If the Cooperative does not shut off service and mails a subsequent notice, then the Cooperative shall not shut off service before the date specified in the subsequent notice. Shutoff shall occur only between the hours of 8 a.m. and 4 p.m.

(2) The Cooperative will not shut off service on a day, or a day immediately preceding a day, when the services of the Cooperative are not available to the general public for the purpose of restoring service and shall not shut off service on a Friday during the space heating season to a member who has defaulted on a shutoff protection program under Part 9 of these rules.

R 460.141 Manner of shutoff.

Rule 41. (1) For an involuntary shutoff, at least 1 day before shutoff of service, the Cooperative shall make not less than 2 attempts to contact the member by telephone, if a telephone number is available to the Cooperative, to advise the member of the shutoff and what steps the member must take to avoid shutoff. If the Cooperative uses an automated notification system, it shall document the process for ensuring that at least 2 attempts are made to notify the member of the pending shutoff. If the telephone number is not available, the member has no telephone, or the telephone contacts are not made, the Cooperative will either leave a notice at the premises advising the member that service will be shutoff on or after the next business day or send notice by first-class mail postmarked at least 5 business days before shutoff of service is scheduled. The Cooperative shall document all attempts to contact the member.

- (2) Immediately preceding the shutoff of service, an employee of the Cooperative who is designated to perform that function will identify himself or herself to the member or another responsible person at the premises and announce the purpose of his or her presence.
- (3) The employee will have in his or her possession a copy of the delinquent account of the member and request any available verification that the outstanding claims have been satisfied or are currently in dispute. Unless the member presents evidence that reasonably indicates that the claim has been satisfied or is currently in dispute, the employee may shut off service.
- (4) The employee may be authorized to accept payment and shall not shut off service if the member offers payment in full, together with a Board-approved collection charge for sending the employee to the premises, if as provided in the Cooperative's schedule of rates and tariffs.
- (5) The member may pay in any reasonable manner, including personal check, credit or debit card. Payment by personal check, credit or debit card is not reasonable if the member has paid with a personal check, credit or debit card within the last 12 months and at least 1 check has been returned for insufficient funds or no account, or at least 1 credit or debit card payment has been denied excluding financial institution error.
- (6) After notice has been provided in accordance with subrule (1) of this rule, and if the member does not respond, the employee may shut off service.
- (7) When the Cooperative employee shuts off service, the employee will leave a notice in a conspicuous place upon the premises. The notice will state that service has been shut off, the address and telephone number of the Cooperative where the member may arrange to have service restored, and that any efforts by the member to restore his or her own service are unlawful and dangerous.

R 460.142 Manner of shutoff for service provided with remote shutoff and restoration capability.

- Rule 42. (1) For an involuntary shutoff, at least 1 day before shutoff of service, the Cooperative shall make at least 2 attempts to contact the member by telephone, if a telephone number is available to the Cooperative, to advise the member of the pending shutoff and what steps the member must take to avoid shutoff. If the Cooperative uses an automated notification system, it shall document the process for ensuring that at least 2 attempts are made to notify the member of the pending shutoff. If the telephone number is not available, the member has no telephone, or the telephone contacts are not made, the Cooperative will either leave a notice at the premises advising the member that service will be shutoff on or after the next business day, or send notice by first-class mail postmarked at least 5 business days before shutoff of service is scheduled. The notice will conspicuously state that the disconnection of service will be done remotely and that a Cooperative representative will not return to the premises before disconnection. The Cooperative shall document all attempts to contact the member.
- (2) If the Cooperative contacts the member or other responsible person in the member's household by telephone on the day service is to be shutoff, the Cooperative shall inform the member or other responsible person that shutoff of service is imminent and the steps necessary to avoid shutoff. Unless the member presents evidence that reasonably demonstrates that the claim is satisfied or is in dispute, or the member makes payment, the employee will shutoff service.
- (3) If the Cooperative mailed the notice of shutoff to the member as provided in subrule (1) of this rule, and if telephone contact with the member cannot be made or if the member did not respond to the notice provided in accordance with subrule (1) of this rule, no further member contact is required on the day service is to be shutoff and the Cooperative will shutoff service.

R 460.143 Shutoff prohibited.

Rule 43. The Cooperative shall not shut off service for any of the following reasons:

- (a) The member has not paid for items, such as merchandise, appliances, or services that are not approved by the Board of Directors as an integral part of the electric service provided by the Cooperative.
- (b) The member has not paid for concurrent service received at a separate metering point, residence, or location.
- (c) The member has not paid for a different class of service received at the same or a different location. The placing of more than 1 meter at the same location for the purpose of billing the usage of specific residential energy-using devices under optional rate schedules or provisions is not a different class of service for the purposes of this rule.
- (d) The member, such as a landlord, has not paid for service used by another person, such as a tenant. The Cooperative may shutoff service, however, in any of the following circumstances where proper notice has been given:
 - (1) If the member supplies a written, notarized statement that the premises are unoccupied.
 - (2) If the premises are occupied and the occupant agrees, in writing, to the shutoff of service.
 - (3) If it is not feasible to provide service to the occupant as a member without a major revision of existing distribution facilities. Where it is feasible to provide service, the Cooperative will offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant refuses, the Cooperative may shut off service pursuant to these rules.
- (e) A member or the spouse of a member who is called to full-time active military service by the president of the United States or the governor of Michigan during a time of declared national or state emergency or war, except as otherwise provided in R 460.150.

R 460.144 Restoration of service.

- Rule 44. (1) After the Cooperative has shut off service, it will restore service promptly upon the member's request when the cause has been cured or credit arrangements satisfactory to the Cooperative have been made.
- (2) When the Cooperative is required to restore service at the member's meter manually, the Cooperative will make every effort to restore service on the day the member requests restoration. Except for reasons beyond its control, the Cooperative will restore service not later than the first working day after the member's request.
- (3) If the Cooperative is using meter technology with remote shutoff and restoration capability, service shall be restored on the day the member requests restoration, if requested during business hours, except in the case of documented equipment failure.
- (4) The Cooperative may assess the member a charge, including reasonable costs, for restoring service and relocating the member's meter as specified in the Cooperative's approved schedule of rates and tariffs.

PART 9. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS

R 460.145 Listing of energy assistance programs.

Rule 45. The Michigan Public Service Commission shall provide a listing of all federal and state energy assistance programs and the eligibility requirements of each program to all utilities.

R 460.146 Notice of energy assistance programs.

- Rule 46. (1) The Cooperative shall annually inform each member of the following information:
- (a) The federal and state energy assistance programs that are available and the eligibility requirements of the programs, as provided to the Cooperative by the commission.
 - (b) The medical emergency provisions of R 460.147.

(c) The shutoff protection programs described in the provisions of R 460.148 and R 460.149.

(d) The military shutoff protections of R 460.150.

(2) The Cooperative will provide the information required by the provisions of subrule (1) of this rule to residential members. The information in subrule (1) of this rule may be explained on the member's bill, or provided as a bill insert, or other transmittal. This information will also be posted on the company's website. If the Cooperative does not print an explanation on the member's bill, then the Cooperative shall, on the member's bill, direct the member to the bill insert or other transmittal.

(3) If additional information regarding energy assistance programs becomes available after the Cooperative's initial notice to members, the commission will provide that information to all utilities. Within 60 days of receiving the information, the Cooperative will provide the new eligibility requirements or benefits levels for energy assistance programs to all of its members and the new benefit levels to all members currently enrolled in the programs.

(4) When a member receives a past-due notice from the Cooperative, the Cooperative will provide the member access to information about energy assistance programs referenced in subrules (1) and (3) of this rule, which will, at minimum, include a telephone number of a Cooperative representative able to provide this information.

R 460.147 Medical emergency.

Rule 47. Notwithstanding any other provision of these rules, the Cooperative will postpone the shutoff of service for not more than 21 days if the member or a member of the member's household is a critical care member or has a certified medical emergency as defined in R 460.102. The certificate will identify the medical condition, any medical or life supporting equipment being used, and the specific time period during which the shutoff of service will aggravate the medical emergency. The Cooperative will extend the postponement for further periods of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the member provides additional certificates. If shutoff of service has occurred without any postponement being obtained, the Cooperative will unconditionally restore service for not more than 21 days, and will continue the restoration for further periods of not more than 21 days, not to exceed a total restoration of service of 63 days in any 12-month period per household member. Annually, the Cooperative will not be required to grant shutoff extensions totaling more than 126 days per household.

R 460.148 Winter protection plan for low-income members.

Rule 48. (1) Except where unauthorized use of Cooperative service has occurred, the Cooperative shall not shut off service to an eligible low-income member during the space heating season for nonpayment of a delinquent account, if the member pays to the Cooperative a monthly amount equal to 7% of the estimated annual bill for the eligible member and the eligible member demonstrates, within 14 days of requesting shutoff protection, that he or she has made application for state or federal heating assistance. If an arrearage exists at the time an eligible low-income member applies for protection from shutoff of service during the space heating season, the Cooperative will permit the member to pay the arrearage in equal monthly installments between the date of application and the start of the subsequent space heating season.

(2) The Cooperative may shut off service to an eligible low-income member who does not pay the monthly amounts referred to in subrule (1) of this rule after giving notice in the manner required by these rules. The Cooperative is not required to offer a settlement agreement to an eligible low-income member who fails to make the monthly payments referred to in subrule (1) of this rule.

(3) If an eligible low-income member fails to comply with the terms and conditions of this rule, the Cooperative will shut off service after giving the member notice, by personal service or first-class mail, which contains all of the following information:

- (a) The eligible low-income member has defaulted on the winter protection plan.
 - (b) The nature of the default.
 - (c) That unless the member makes the payments that are past due under this rule within 10 days of the date of mailing, the Cooperative will shut off service.
 - (d) The date on or after which the Cooperative may shut off service, unless the member takes appropriate action.
 - (e) That the member has the right to file a complaint disputing the claim of the Cooperative before the date of the proposed shutoff of service by calling the Cooperative.
 - (f) That the member has the right to request a formal inquiry if the complaint cannot be otherwise resolved, and that the member must pay to the Cooperative that portion of the bill that is not in dispute within 10 business days of the date that the member requests a hearing.
 - (g) That the member has the right to represent himself or herself, to be represented by counsel, or to be assisted by other persons of his or her choice in the complaint process.
 - (h) That the Cooperative will not shut off service pending the resolution of a complaint that is filed with the Cooperative, its general manager or Board of Directors in accordance with these rules.
 - (i) The telephone number and address of the Cooperative where the member may make inquiry, enter into a settlement agreement, or file a complaint.
 - (j) That the member should contact a social services agency immediately if the member believes he or she might be eligible for emergency economic assistance.
 - (k) That the Cooperative will postpone shutoff of service if a medical emergency exists at the member's residence and the member provides the documentation as specified in R 460.147.
 - (l) That the Cooperative will require a deposit and restoration charge if the Cooperative shuts off service for nonpayment of winter protection monthly amounts.
 - (m) That the Cooperative will not shut off service if the member or the spouse of the member is on active military duty.
- (4) At the conclusion of the space heating season, the Cooperative will reconcile the accounts of eligible low-income members and permit members to pay any amounts owing in equal monthly installments between April 30 and October 31. The Cooperative will shut off service to eligible members who fail to make installment payments on a timely basis in the manner required by this policy.
- (5) Except where unauthorized use of Cooperative service has occurred at a member's premises within the past 2 years and the bill remains unpaid, during the space heating season the Cooperative shall not require an eligible low-income member, whose Cooperative service has been shut off, to pay a fee for restoring service or a security deposit pursuant to the provisions of R 460.109 or R 460.110, before applying for protection under this rule.
- (6) Except where unauthorized use of Cooperative service has occurred within the past 2 years at the premises where the member has resided and the bill remains unpaid or safety is a concern, the Cooperative will not require an amount greater than 1/12 of an arrearage owed in order to restore service or initiate participation in the winter protection plan.
- (7) Winter protection provisions of these rules do not apply to members who have been shut off or who have a pending shutoff for unauthorized use of Cooperative service within the past 2 years at the member's current premises until all charges are paid in accordance with these rules or satisfactory payment arrangements are made with the Cooperative.
- (8) Upon request, the Cooperative will provide members who enroll in the winter protection program with documentation that they are participating in the program.
- (9) Bills issued to members participating in the winter protection program will clearly identify the minimum amount that the member must pay to prevent shutoff of service. The Cooperative will bill at higher amounts to recover past due amounts and the Cooperative will encourage members to pay

amounts in excess of the minimum, provided that the minimum payment is clearly designated on the bill.

(10) Subject to prior Board of Directors approval, the Cooperative may offer an optional shutoff protection program to its members, provided that the optional shutoff protection program offers eligibility and shutoff protection that meets or exceeds the eligibility criteria and member protections contained in subrule (1) of this policy.

R 460.149 Winter protection plan for senior citizens.

Rule 49. (1) The Cooperative will not shutoff service to an eligible senior citizen member during the space heating season.

(2) At the member's request, the Cooperative will restore service to an eligible senior citizen member during the space heating season without payment of the amount due, deposits, reconnection fees, or other charges.

(3) At the conclusion of the space heating season, the Cooperative will reconcile the accounts of eligible senior citizen members and permit them to pay any amounts owing in equal monthly installments between April 30 and October 31.

R 460.150 Military protections.

Rule 50. (1) The Cooperative will not shutoff service to an eligible military member for a period of 90 days. The Cooperative will continue to provide shutoff protection for at least one additional 90-day period as long as the member meets all of the conditions for an eligible military member and requests the Cooperative to do so. After the close of the last 90-day period, the Cooperative shall require the member to pay any past due amounts in equal monthly payments over a period of up to 12 months.

(2) The Cooperative shall provide the eligible military member with information on payment assistance programs.

PART 10. DISPUTED CLAIM, HEARING AND SETTLEMENT AGREEMENT

R 460.151 Disputed claim.

Rule 51. (1) If a member advises the Cooperative, or if the Cooperative is notified by a member's designee acting on behalf of a member, before the date of the proposed shutoff of service that all or part of a bill is in dispute, then the Cooperative will do all of the following:

(a) Immediately record the date, time, and place the member made the complaint and transmit verification to the member.

(b) Investigate the dispute promptly and completely.

(c) Advise the member of the results of the investigation.

(d) Attempt to resolve the dispute informally in a manner that is satisfactory to both parties.

(e) Provide the opportunity for the member to settle the disputed claim or to satisfy any liability that is not in dispute.

(2) A member may advise the Cooperative that a claim is in dispute in any reasonable manner, such as by written notice, in person, by a telephone call directed to the Cooperative.

(3) The Cooperative, in attempting to resolve the dispute, may employ telephone communication, personal meetings, on-site visits, or any other method that is reasonably conducive to obtaining a settlement.

R 460.152 Cooperative hearing and hearing officers. This rule is deleted

R 460.153 Notice of hearing. This rule is deleted

R 460.154 Hearing procedures. This rule is deleted

R 460.152 Formal dispute resolution

If the member and the Cooperative cannot come to an agreement after completing the informal process pursuant to the provisions of P 460.129 and Board Policy 506, an independent arbitrator from the area will be called in to formally investigate the billing dispute, at the Cooperative's expense.

R 460.153 Notice of Hearing. This rule is deleted

R 460.154 Hearing Procedures. This rule is deleted

R 460.155 Settlement agreement.

Rule 55. (1) If the Cooperative and the member arrive at a mutually satisfactory settlement of a claim in dispute or if the member does not dispute liability to the Cooperative, but claims the inability to pay the outstanding bill in full, then the Cooperative will offer the member the opportunity to enter into a settlement agreement.

(2) The Cooperative will confirm the terms of the settlement agreement with the member and will send a signed copy of the settlement to the member or the member's authorized representative. The Cooperative will retain documentation of the original settlement agreement for 2 years. In case of a dispute over the terms of a settlement agreement, the Cooperative will have the burden of proving that the member understood and accepted the terms of the settlement agreement.

(3) In negotiating a settlement agreement due to the member's inability to pay an outstanding bill in full, the Cooperative will not require the member to pay more than a reasonable amount of the outstanding bill upon signing the agreement and not more than reasonable installments until the remaining balance is paid.

(4) For purposes of determining reasonableness, the parties will consider all of the following factors:

- (a) The size of the delinquent account.
- (b) The member's ability to pay.
- (c) The time that the debt has been outstanding.
- (d) The reasons that the member has not paid the bill.
- (e) The member's payment history.
- (f) Any other relevant factors concerning the circumstances of the member.

(5) A settlement agreement that is offered by the Cooperative will state, immediately preceding the space provided for the member's signature and in bold print that is not less than 2 sizes larger than any other print that is used on the form:

"IF YOU ARE SEEKING PAYMENT ASSISTANCE FROM A SOCIAL SERVICE AGENCY, SIGNING THIS AGREEMENT MAY PREVENT YOU FROM GETTING EMERGENCY ASSISTANCE. LET US KNOW IF YOU ARE WORKING WITH AN AGENCY. IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT, DO NOT SIGN. YOU MAY FILE AN INFORMAL COMPLAINT AND GO THROUGH THE COOPERATIVE'S DISPUTE RESOLUTION PROCESS BEFORE YOUR SERVICE MAY BE SHUT OFF. IF YOU DO SIGN THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO ANY FURTHER DISPUTE ON ANY MATTER INVOLVED IN THIS AGREEMENT EXCEPT THE COOPERATIVE'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT. IF YOU HAVE AN UNEXPECTED LOSS OR REDUCTION OF INCOME AFTER THIS AGREEMENT IS SIGNED, YOU MAY REQUEST A REVIEW AND MODIFICATION OF THIS AGREEMENT."

R 460.156 Default of settlement agreement.

Rule 56.(1) If a member fails to comply with the terms and conditions of a settlement agreement, the Cooperative will shut off service after giving the member a notice, by personal service or first-class mail, that contains all of the following information:

- (a) That the member is in default of the settlement agreement.
- (b) The nature of the default.
- (c) That unless the member pays in full within 10 business days of the date of mailing, the Cooperative may shut off service.
- (d) The date on or after which the Cooperative may shut off service.
- (e) That the member has a right to request formal dispute resolution, only if the member alleges that the Cooperative has failed or refused to follow the terms of the settlement agreement.
- (f) The address and telephone number where the member may file the request for a hearing with the Cooperative.

(2) The Cooperative is not required to enter into a subsequent settlement agreement with a member until he or she has complied fully with the terms of a previous settlement agreement, unless the member demonstrates a significant change in economic circumstances and requests a modification of the settlement agreement as provided by R 460.155(5).

(3) The Cooperative is not required to enter into a subsequent settlement agreement with a member who defaulted on the terms and conditions of an agreement within the last 24 months.

(4) If the member and Cooperative reach a settlement agreement following a notice of shutoff, the failure of the member to abide by the terms of the settlement agreement during the first 60 days of the agreement constitutes a waiver of the notice required by subrule (1) of this rule. The Cooperative will shut off service after notice as described in the provisions of R 460.138, R 460.139, or R 460.142, if applicable.

R 460.157 Same dispute.

Rule 57. The Cooperative may choose not to respond to a member complaint or dispute that involves the same question or issue based upon the same facts, and is not required to comply with these rules more than once before shutoff of service. The Cooperative will provide notice to the member that the complaint has been dismissed under this rule.

PART 11. COMMISSION APPEAL PROCEDURES

This part is deleted

R 460.158 Other remedies.

Rule 58. Nothing in these provisions shall be construed to prevent a party from pursuing appropriate legal and equitable remedies at any time.

R 460.169 Scope of rules.

Rule 69. (1) Nothing contained in these rules covering consumer standards and billing practices shall be implemented in a manner that circumvents or is inconsistent with Cooperative rules, orders, or tariffs approved by the Board of Directors to ensure the safe and reliable delivery of energy service.

(2) Upon written request of a person, Cooperative staff, or on its own motion, the Board of Directors may temporarily waive any requirements of these rules when it determines the waiver will further the effective and efficient administration of these rules and is in the public interest.

Adopted March 28, 2011 to take effect July 1, 2011

BOARD POLICY

506

DISPUTE RESOLUTION

I. OBJECTIVE

To establish guidelines for handling member disputes of matters regulated by the Cooperative.

II. POLICY CONTENT

A. INFORMAL DISPUTE RESOLUTION PROCESS

1. Undisputed bills, or portions of bills, must be paid prior to investigation of disputed bills. Failure to make such payments waives the member's right to continue the dispute process.
2. The Collection department will investigate any billing dispute as soon as it comes to the attention of the department, and will attempt to resolve the dispute in a manner satisfactory to all parties. The department supervisor will advise the member of the investigation findings.
3. Any other matter in dispute will be investigated by the Customer Service department as soon as it comes to the attention of the department. The Customer Service department will attempt to resolve the dispute in a manner satisfactory to all parties. The department supervisor will advise the member of the investigation findings.
4. If a satisfactory resolution is not reached, the member has the right to appeal, in writing, with their reason(s) for the dispute. This appeal must be received within five business days of being notified of the Cooperative's findings. The appeal will be submitted to a standing Dispute Resolution Committee.
5. The Customer Service or Collections department will also submit its reason(s) for disagreement, in writing, to the Dispute Resolution Committee within five business days of notifying the member of its findings.
6. The Dispute Resolution Committee will consist of four Cooperative supervisors or managers from any department other than Customer Service or Collections.

7. Within five business days of receiving the dispute, the Dispute Resolution Committee will notify the member and the Customer Service or Collections department of its findings.
8. This policy supersedes the MPSC Billing Practices for matters regulated by the Cooperative.

B. FORMAL DISPUTE RESOLUTION PROCESS

1. If the member and the Cooperative cannot come to an agreement after completing the informal process, an independent arbitrator from the area will be called in to formally investigate the billing dispute, at the Cooperative's expense.

III. RESPONSIBILITIES

A. BOARD OF DIRECTORS

1. The Board of Directors is responsible for directing the General Manager to establish internal policies for handling disputes.

B. GENERAL MANAGER

1. The General Manager is responsible for establishing and implementing internal policies for disputes.
2. The General Manager shall review this policy annually and recommend any changes needed.
3. The General Manager will report disputes to the Board of Directors on a quarterly basis.

Dated: April 26, 2010

Attested: _____
Secretary

Past Revisions

**HomeWorks Tri-County Electric Cooperative
Power Supply Cost Recovery Clause**

The Power Supply Cost Recovery (PSCR) clause permits the monthly adjustment of rates for power supply to allow recovery of the cost of purchased power incurred under cooperative policy.

For purposes of this clause, the following definitions apply:

“Power supply cost recovery factor” refers to the rate to be charged to reflect power supply costs incurred not included in the base rate.

“Power supply cost recovery plan” means a plan describing the expected costs of electric power supply and changes over the next 12-month period.

The power supply cost recovery factor to be applied to the Cooperative’s retail Member-Customers’ monthly kilowatt-hour use represents the power supply costs as established by the Cooperative in conjunction with Wolverine Power Cooperative. The factor is established annually, and reviewed monthly.

A reconciliation will be conducted at least annually to reconcile the revenues to actual power costs. Any net excess recovered shall be credited to the member-customers on their monthly bills, in a manner approved by the board of directors. Any net loss will be recovered from the member-customers on their monthly bills, in a manner approved by the board of directors.

For the period beginning February 1, 2022, the authorized Power Supply Cost Recovery Factor is **\$.00525** per kWh. The allowance for cost of power supply included in base rates is **\$0.08758** per kWh.

The following factors are to be applied in the 12 billing months beginning January 2022.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2022	January	\$(0.00051)	\$(.00051)
2022	February	\$.00525	\$.00525
2022	March	\$.00525	\$.00525
2022	April	\$.00525	
2022	May	\$.00525	
2022	June	\$.00525	
2022	July	\$.00525	
2022	August	\$.00525	
2022	September	\$.00525	
2022	October	\$.00525	
2022	November	\$.00525	
2022	December	\$.00525	

The following factors are to be applied in the 12 billing months beginning January 2021.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2021	January	\$(0.00350)	\$(.00350)
2021	February	\$(0.00509)	\$(.00509)
2021	March	\$(0.00509)	\$(.00509)
2021	April	\$(0.00509)	\$(.00509)
2021	May	\$(0.00509)	\$(.00509)
2021	June	\$(0.00509)	\$(.00509)
2021	July	\$(0.00509)	\$(.00509)
2021	August	\$(0.00051)	\$(.00051)
2021	September	\$(0.00051)	\$(.00051)
2021	October	\$(0.00051)	\$(.00051)
2021	November	\$(0.00051)	\$(.00051)
2021	December	\$(0.00051)	\$(.00051)

The following factors are to be applied in the 12 billing months beginning January 2020.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2020	January	\$(0.0035)	\$(.0035)
2020	February	\$(0.0035)	\$(.0035)
2020	March	\$(0.0035)	\$(.0035)
2020	April	\$(0.0035)	\$(.0035)
2020	May	\$(0.0035)	\$(.0035)
2020	June	\$(0.0035)	\$(.0035)
2020	July	\$(0.0035)	\$(.0035)
2020	August	\$(0.0035)	\$(.0035)
2020	September	\$(0.0035)	\$(.0035)
2020	October	\$(0.0035)	\$(.0035)
2020	November	\$(0.0035)	\$(.0035)
2020	December	\$(0.0035)	\$(.0035)

The following factors are to be applied in the 12 billing months beginning January 2019.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2019	January	\$(0.00261)	\$(0.00261)
2019	February	\$(0.00214)	\$(0.00214)
2019	March	\$(0.00214)	\$(0.00214)
2019	April	\$(0.00214)	\$(0.00214)
2019	May	\$(0.00214)	\$(0.00214)
2019	June	\$(0.00214)	\$(0.00214)
2019	July	\$(0.00214)	\$(0.00214)
2019	August	\$(0.00214)	\$(0.00214)
2019	September	\$(0.00214)	\$(0.00214)
2019	October	\$(0.00214)	\$(0.00214)
2019	November	\$(0.00214)	\$(0.00214)
2019	December	\$(0.00214)	\$(0.00214)

The following factors are to be applied in the 12 billing months beginning January 2018.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2018	January	\$(0.00127)	\$(0.00127)
2018	February	\$(0.00261)	\$(0.00261)
2018	March	\$(0.00261)	\$(0.00261)
2018	April	\$(0.00261)	\$(0.00261)
2018	May	\$(0.00261)	\$(0.00261)
2018	June	\$(0.00261)	\$(0.00261)
2018	July	\$(0.00261)	\$(0.00261)
2018	August	\$(0.00261)	\$(0.00261)
2018	September	\$(0.00261)	\$(0.00261)
2018	October	\$(0.00261)	\$(0.00261)
2018	November	\$(0.00261)	\$(0.00261)
2018	December	\$(0.00261)	\$(0.00261)

The following factors are to be applied in the 12 billing months beginning January 2017.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2017	January	\$(0.00127)	\$(0.00127)
2017	February	\$(0.00127)	\$(0.00127)
2017	March	\$(0.00127)	\$(0.00127)
2017	April	\$(0.00127)	\$(0.00127)
2017	May	\$(0.00127)	\$(0.00127)
2017	June	\$(0.00127)	\$(0.00127)
2017	July	\$(0.00127)	\$(0.00127)
2017	August	\$(0.00127)	\$(0.00127)
2017	September	\$(0.00127)	\$(0.00127)
2017	October	\$(0.00127)	\$(0.00127)
2017	November	\$(0.00127)	\$(0.00127)
2017	December	\$(0.00127)	\$(0.00127)

The following factors were applied in the 12 billing months beginning January 2016.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2016	January	\$0.00401	\$0.00401
2016	February	\$0.00401	\$0.00401
2016	March	\$0.00401	\$0.00401
2016	April	\$0.00401	\$0.00401
2016	May	\$0.00401	\$0.00401
2016	June	\$0.00401	\$0.00401
2016	July	\$0.00401	\$0.00401
2016	August	\$0.00401	\$0.00401
2016	September	\$0.00401	\$0.00401
2016	October	\$(0.00127)	\$(0.00127)
2016	November	\$(0.00127)	\$(0.00127)
2016	December	\$(0.00127)	\$(0.00127)

The following factors were applied in the 12 billing months beginning January 2015.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2015	January	\$0.00314	\$0.00314
2015	February	\$0.00314	\$0.00314
2015	March	\$0.00314	\$0.00314
2015	April	\$0.00314	\$0.00314
2015	May	\$0.00314	\$0.00314
2015	June	\$0.00401	\$0.00314
2015	July	\$0.00401	\$0.00401
2015	August	\$0.00401	\$0.00401
2015	September	\$0.00401	\$0.00401
2015	October	\$0.00401	\$0.00401
2015	November	\$0.00401	\$0.00401
2015	December	\$0.00401	\$0.00401

The following factors were applied in the 12 billing months beginning January 2014.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2014	January	\$0.00192	\$0.00192
2014	February	\$0.00192	\$0.00192
2014	March	\$0.00192	\$0.00192
2014	April	\$0.00192	\$0.00192
2014	May	\$0.00192	\$0.00192
2014	June	\$0.00192	\$0.00192
2014	July	\$0.00192	\$0.00192
2014	August	\$0.00192	\$0.00192
2014	September	\$0.00192	\$0.00192
2014	October	\$0.00192	\$0.00192
2014	November	\$0.00192	\$0.00192
2014	December	\$0.00192	\$0.00192

The following factors were applied in the 12 billing months beginning January 2013.

<u>Year</u>	<u>Month</u>	<u>Authorized Factor</u>	<u>Applied Factor</u>
2013	January	\$0.00074	\$0.00074
2013	February	\$0.00074	\$0.00074
2013	March	\$0.00074	\$0.00074
2013	April	\$0.00074	\$0.00074
2013	May	\$0.00074	\$0.00074
2013	June	\$0.00074	\$0.00074
2013	July	\$0.00187	\$0.00187
2013	August	\$0.00187	\$0.00187
2013	September	\$0.00187	\$0.00187
2013	October	\$0.00187	\$0.00187
2013	November	\$0.00187	\$0.00187
2013	December	\$0.00187	\$0.00187

PSCR Clause revised effective **February 8, 2022** by **Chris O'Neill**, General Manager, at Portland, Michigan

Previous Revisions: **January 1, 2020**; Sept 1, 2019; Feb. 8, 2018; Oct. 7, 2016; June 1, 2015; Jan. 1, 2015; Jan. 1, 2014; July 1, 2013; Jan. 1, 2013; Jan. 1, 2012; July 1, 2011; Nov. 18, 2010

**HomeWorks Tri-County Electric Cooperative
Requirements for Pole Attachments**

The Cooperative may permit a cable television company or other attaching party (as defined in paragraph 1(a) of 1980 PA 470; MCLA 460.6g) to make attachments to its poles, ducts or conduits pursuant to contract between the Cooperative and the attaching party.

The current annual pole attachment rate shall be \$19.00 per pole per year. The board of directors will review this rate and make gradual increases each year, bringing the rate closer to the actual cost of the service.

Attaching parties must obtain any necessary authorizations to occupy public or private rights-of-ways prior to execution of a contract with the Cooperative.

This sheet shall not apply to attachments made or proposed to be made by utilities (as defined in paragraph 1(d) of 1980 PA 470) to the facilities of the Cooperative.

Revised effective January 1, 2016 by Mark Kappler, General Manager, at Portland, Michigan

Previous Revisions:

Dec. 1, 2014; Dec. 1, 2012; Jan. 1, 2012; Jan. 1, 2011; Originally issued July 1, 2010

**HomeWorks Tri-County Electric Cooperative
Energy Optimization Surcharges**

Pursuant to Section 89 of 2008 PA 295, this clause permits the adjustment of distribution rates, via the application of an Energy Optimization Surcharge, to allow recovery of the energy optimization program costs incurred by the Cooperative.

An Energy Optimization cost reconciliation shall be conducted annually.

The approved Energy Optimization Surcharges are shown below.

Rate Schedule	\$/kWh	Self-directed Customer Surcharge
Schedule A – Residential Service	\$.00162	N/A
For Irrigation Service Only:		
Schedule CD – Large Power Service	\$.00120	N/A
Schedule CD-1 – Optional Large Power Time-of-Day Service	\$.00120	N/A
Schedule CD-2 – Optional Irrigation Service Time-of-Day	\$.00120	N/A

Rate Schedule	\$/Month	Self-directed Customer Surcharge
Schedule B – General Service	\$ 1.10	N/A
Schedule CD – Large Power Service	\$ 23.81	N/A
Schedule CD-1 – Optional Large Power Time-of-Day Service	\$ 16.40	N/A
Schedule PSDS – Primary Service Rate	\$ 537.50	\$100.53
Schedule CD-C – Large Power Service Rate – Choice	\$ 23.81	N/A
Schedule PSDS-C – Primary Service Rate – Choice	\$ 537.50	\$100.53

EO Surcharges effective **March 9, 2022** by **Chris O’Neill**, General Manager, at Portland, Michigan

Previous Revisions: **October 8, 2018**; October 7, 2016; May 1, 2012; January 1, 2012; October 10, 2010; Originally issued July 1, 2010

**REQUIREMENTS FOR OPERATION OF
PARALLEL GENERATION FACILITIES
(COGENERATION AND SMALL POWER PRODUCERS)**

In order to provide for the safety of customers, utility personnel, and others, and to assure reliable electric service consistent with the requirements of the Public Utility Regulatory Policies Act of 1978 and the Michigan Public Service Commission's Order in Case No. U-6798, the following requirements are established for connection and/or operation of customer generation facilities in parallel with the Cooperatives distribution system:

Availability

These requirements include all customer generation facilities under 100 kW. Customer generation facilities of 100 kW and over will be handled on an individual basis.

If the customer does not meet all of the requirements listed below the Cooperative may require termination of parallel operation and the customer shall be liable for any damages or injury resulting from unauthorized or improper connection and/or operation of the customer's generation facility. These requirements apply to both existing and proposed installations and are subject to change with approval of the Michigan Public Service Commission from time to time.

Safety and Reliability Requirements

The customer shall submit for the Cooperative's review detailed electric diagrams, equipment nameplate data, including the interface device and control system of the customer's power sources and a site plan.

The customer's control and protection system and site plan must be acceptable to the Cooperative and in accordance with these safety and reliability standards. This system shall provide for immediate automatic shutdown or separation of the customer's generator and the Cooperative system in the event of momentary or extended loss of power from the Cooperative, including loss of one or more phases if the customer is generating three phase power. The shutdown or separation must continue until normal utility service is restored. The shutdown or separation shall occur when frequency, voltage, and or current deviate from normal utility standards. The customer shall be liable if the customer's protection system fails to function.

A disconnecting device suitable for use as a protective tag location may be required so as to be accessible and in reasonably close proximity to the billing meter.

The completed installation must meet all local, state and national codes and regulations and is subject to inspection by proper enforcement authorities before commencement of parallel operation. In addition, the Cooperative may, at its discretion, inspect or test the facility at any time.

(Continued on Sheet No. D-3.01)

Issued July 1, 2010
By: Mark Kappler
General Manager
Portland, Michigan



Effective for service rendered on and after
October 10, 2007

Issued under authority of the Michigan
Public Service Commission dated October
9, 2007 in Case No. U-15152

REQUIREMENTS FOR OPERATION OF
PARALLEL GENERATION FACILITIES

(Continued from Sheet No. D.3.00)

The customer shall advise the Cooperative prior to making any revisions to the customer's generation facility, the control system, or the interface between the two power systems after the installation. Any such revision must be acceptable to the Cooperative.

Should the parallel operation of the customer's generation facility cause interference or adversely affect voltage, frequency, harmonic content or power factor in the Cooperative's system or other customers' service, the Cooperative may require disconnection of parallel operation until the condition has been corrected.

Reimbursement of Costs

The customer shall pay for all costs associated with any addition to or alteration of the Cooperative's equipment required for metering and for the safe and reliable operation of the customer's generating equipment in parallel with the Cooperative's system. The customer shall also pay for costs of changes required due to safety or adverse effects on other customers and/or on the Cooperative caused by the connection and/or operation of the customer's generation facility.

The Cooperative may require reasonable and adequate insurance coverage by the interconnecting customer and the customer shall provide proof of liability coverage as may be required by the Cooperative.

Sales to Cooperative

Customers wishing to sell power must arrange to do so with the generation and transmission Cooperative which provides all of the Cooperative's power requirements. Rates for such sales will be subject to the G & T's tariff provisions. Customers selling power to the G & T will be charged 1 mill per kWh sold to cover the Cooperative administrative costs.

Issued July 1, 2010
By: Mark Kappler
General Manager
Portland, Michigan



Effective for service rendered on and after
October 10, 2007

Issued under authority of the Michigan
Public Service Commission dated October
9, 2007 in Case No. U-15152

**HomeWorks Tri-County Electric Cooperative
Definition of Time Periods Used in Time-of-Day Rates**

Provisions pertinent to the application of time periods used in various time-of-day rates are as follows:

- | | | |
|-----|----------------------|--|
| (1) | Peak Period: | 5:00 p.m. to, but not including, 10:00 p.m., weekdays excluding holidays |
| (2) | Intermediate Period: | 7:00 a.m. to, but not including, 5:00 p.m., weekdays, and 5:00 p.m. to, but not including, 10:00 p.m., weekends and holidays |
| (3) | Off-Peak Period: | All other hours. |
| (4) | Designated holidays: | New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day |

The Cooperative may revise the above schedule of time period hours from time to time and, if so, will post a new schedule on its website and communicate the new schedule to its Member-Consumers taking service under the relevant rate schedules.

Time-of-Day Definitions issued July 1, 2010 by Mark Kappler, General Manager, at Portland, Michigan

Previous Revisions:

HomeWorks Tri-County Electric Cooperative
Schedule PSDS - Primary Service Rate

This rate is available only to Primary Service Loads (Member-Consumer) of 500 kW or greater. This rate is available subject to the availability to the Cooperative of Wolverine Power Cooperative's (Wolverine) Power Supply Rate - General, Power Supply Rate - C&I and Power Supply Rate - LPI.

Service Options:

Service may be taken:

- 1) directly from a distribution substation, defined as service in which the delivery point to the Member-Consumer is within 1,000 feet of a distribution substation;
- 2) from an existing three-phase primary line, defined as service in which the delivery point to the Member-Consumer is within 1,000 feet of an existing three-phase primary line (add \$1.11/kW to rates listed below); or
- 3) from a new three-phase primary line (add \$2.22/kW to rates listed below).

The monthly rate for Firm Service shall be:

Power Supply Rate I

Distribution Demand Charge:	\$6.70/kW
Coincident Demand Charge:	\$11.15/kW
Energy Charge:	\$0.06280/kWh

Under Wolverine Power Cooperative's Power Supply Rate – C&I, member loads of over 500 kW Demand shall receive a credit, as follows:

>=500 kW and <2,000 kW Demand	(\$0.0050)/kWh
>=2,000 kW Demand	(\$0.0090)/kWh

All PSDS rates are subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Determination of Billing Demand

- A. The Coincident Demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes during the hour in which Wolverine Power Cooperative records its system peak, during the month for which the bill is rendered, as indicated or recorded by a demand meter.
- B. The Distribution Demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

Power Factor:

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 90% lagging. The Cooperative reserves the right to measure power factor at any time by means of test or permanently installed metering equipment; and, if the Member-Consumer's average power factor is found to be less than 90% lagging, the billing demand will be increased by the ratio that 90% bears to the Member-Consumer's actual power factor.

Contracts:

A contract shall be required for each Member-Consumer under this rate. The Cooperative reserves the right to require service contracts covering terms and nature of service in cases where special services are required, or where investment by the Cooperative is in excess of that provided for without contribution toward construction by the Member-Consumer in the Cooperative's Standard Rules and Regulations.

Terms of Payment:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

**HomeWorks Tri-County Electric Cooperative
Schedule A - Residential Service**

Single-phase, 60 hertz service at available secondary voltages. Applicable only for residential use and for use incidental thereto, supplied through one meter to each individual dwelling unit, provided the transformer capacity does not exceed 30 kVA. The capacity of individual motors served under this Schedule shall not exceed ten horsepower except by written permission of the Cooperative. Available in all territory served by the Cooperative in accordance with the Cooperative's Service Rules and Regulations.

Monthly Rate:

Availability Charge:	\$31.00 per month
Energy Charge:	\$0.12680 per kWh

Monthly Rate for Multiple Dwellings (apartment buildings) with five (5) or more meters in a common location served from a single service drop:

Availability Charge:	\$21.00 per month, per meter
Energy Charge:	\$0.12680 per kWh

The minimum charge is the Availability Charge, or an amount specified in a supplemental contract between the Cooperative and the Member-Consumer.

This rate is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Terms of Payment and Tax Adjustments:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of two percent (2%) of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent. This provision is not applicable to residential Member-Consumers participating in the Winter Protection Plan.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise tax imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

Schedule A issued **February 8, 2022** by **Chris O'Neill**, General Manager, at Portland, Michigan

Previous Revisions: **January 1, 2020**, February 8, 2018, October 7, 2016; December 1, 2012; July 1, 2010

HomeWorks Tri-County Electric Cooperative
Schedule A-2 - Residential Optional Time-of-Day Service

Single-phase, 60 hertz at available secondary voltages. Applicable only for residential use and for use incidental thereto supplied through one meter to each individual dwelling unit, providing that the transformer capacity does not exceed 30 kVA. The capacity of individual motors served under this Schedule shall not exceed ten horsepower except by written permission of the Cooperative.

Available in all territory served by the Cooperative in accordance with the Cooperative's Service Rules and Regulations. The Member-Consumer must contract to receive service on this rate for a minimum of twelve months.

Monthly Rate:

Availability Charge: **\$37.00** per month

Energy Charge:

On-Peak	@	\$.20900 per kWh
Intermediate	@	\$.1140 per kWh
Off-Peak	@	\$.0940 per kWh

The time periods applicable to the rate are

- (1) Peak Period: 5:00 p.m. to, but not including, 10:00 p.m., weekdays excluding holidays
- (2) Intermediate Period: 7:00 a.m. to, but not including, 5:00 p.m., weekdays, and 5:00 p.m. to, but not including, 10:00 p.m., weekends and holidays
- (3) Off-Peak Period: All other hours.
- (4) Designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

The Cooperative may revise the above schedule of time period hours from time to time and, if so, will post a new schedule on its website and communicate the new schedule to its Member-Consumers taking service under the relevant rate schedules.

The minimum charge is the Availability Charge or that which may be specified in a supplemental contract between the Cooperative and the Member-Consumer.

This rate schedule is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Terms of Payment and Tax Adjustments:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of two percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent. This provision is not applicable to residential Member-Consumers participating in the Winter Protection Plan.
- C. Bills shall be increased or decreased within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

Schedule A-2 issued **February 8, 2022**, by **Chris O'Neill**, General Manager, at Portland, Michigan

Previous Revisions: **January 1, 2020**; February 8, 2018 ; October 7, 2016 ; December 1, 2012; July 1, 2010

HomeWorks Tri-County Electric Cooperative
Schedule B - General Service

Available in all territory served by the Cooperative in accordance with the Cooperative's Service Rules and Regulations. Applicable to all Member-Consumers who have installed transformer capacity of 50 kVA or less.

Service is single-phase and three-phase where available at standard secondary voltages. Motors having a rated capacity in excess of 10 horsepower must be three-phase, unless otherwise specified in writing by the Cooperative.

Billing Rate:

	<u>Single Phase Service</u>	<u>Three Phase Service</u>
Monthly Availability Charge:	\$38.00 per month	\$59.00 per month
Energy Charge:	\$0.12400 per kWh	\$0.12400 per kWh

This rate is subject to the Cooperative's Energy Optimization surcharge and the Power Supply Cost Recovery Clause.

Minimum Charges:

- A. The monthly minimum charge is the Monthly Availability Charge where the transformer capacity does not exceed 30 kVA, plus the Energy Optimization Surcharge. The monthly minimum charge for service where the transformer capacity exceeds 30 kVA will be increased by \$0.75 per kVA for each additional kVA or fraction thereof; or
- B. As may be specified in a supplemental contract between the Cooperative and the Member-Consumer, plus the Energy Optimization Surcharge.

Terms of Payment and Tax Adjustments:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

Schedule B issued **February 8, 2022** by **Chris O'Neill**, General Manager, at Portland, Michigan

Previous Revisions: **January 1, 2020**; February 8, 2018 , October 7, 2016; December 1, 2012; July 1, 2010

HomeWorks Tri-County Electric Cooperative
Schedule B-1 - Optional General Service Time-of-Day

Available in all territory served by the Cooperative in accordance with the Cooperative's Service Rules and Regulations. Applicable to all Member-Consumers who have installed transformer capacity of 50 kVA or less. The Member-Consumer must contract to receive service on this rate for a minimum of twelve months.

Service is single-phase and three-phase where available at standard secondary voltages. Motors having a rated capacity in excess of 10 horsepower must be three-phase, unless otherwise specified in writing by the Cooperative.

Billing Rate:

		Single Phase Service	Three Phase Service
Monthly Availability Charge:		\$36.00 per month	\$60.00 per month
Energy Charge:			
On-Peak	@	\$0.20650 per kWh	\$0.20650 per kWh
Intermediate	@	\$0.10400 per kWh	\$0.10400 per kWh
Off-Peak	@	\$0.09400 per kWh	\$0.09400 per kWh

The time periods applicable to the rate are:

- (1) Peak Period: 5:00 p.m. to, but not including, 10:00 p.m., weekdays excluding holidays
- (2) Intermediate Period: 7:00 a.m. to, but not including, 5:00 p.m., weekdays, and 5:00 p.m. to, but not including, 10:00 p.m., weekends and holidays
- (3) Off-Peak Period: All other hours
- (4) Designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

The Cooperative may revise the above schedule of time period hours from time to time and, if so, will post a new schedule on its website and communicate the new schedule to its Member-Consumers taking service under the relevant rate schedules.

This rate schedule is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Minimum Charges:

- A. The monthly minimum charge is the Monthly Availability Charge where the transformer capacity does not exceed 30 kVA, plus the Energy Optimization Surcharge. The monthly minimum charge for service where the transformer capacity exceeds 30 kVA will be increased by \$0.75 per kVA for each additional kVA or fraction thereof; *or*
- B. As may be specified in a supplemental contract between the Cooperative and the Member-Consumer, plus the Energy Optimization Surcharge.

Terms of Payment:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of five percent (5.0%) of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

Schedule B-1 issued **February 8, 2022** by **Chris O'Neill**, General Manager, at Portland, Michigan

Previous Revisions: **January 1, 2020**; October 7, 2016, December 1, 2012; July 1, 2010

HomeWorks Tri-County Electric Cooperative
Schedule CD - Large Power Service

Available for three-phase secondary service to Member-Consumers of the Cooperative operating three-phase equipment on or near its multi-phase lines, subject to the established Rules and Regulations of the Cooperative; also available for primary rated single-phase and three-phase service.

Applicable to all Large Power Member-Consumers who have installed transformer capacity in excess of 50 kVA.

Service is three-phase, 60 hertz, at standard secondary voltages. Motors having a rated capacity in excess of 10 horsepower must be three-phase, unless otherwise specified in writing by the Cooperative.

Billing Rate:

Monthly Availability Charge:	\$98.00 per month
Demand Charge:	\$14.00 per kW
Energy Charge:	\$0.07400 per kWh

The billing demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes during the month for which billing is rendered, as indicated or recorded by a demand meter.

This rate schedule is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Minimum Charge:

- A. The monthly minimum charge is the Monthly Availability Charge plus \$0.75 per kVA for each additional kVA or fraction thereof in excess of 50 kVA of transformer capacity, plus the Cooperative's Energy Optimization Surcharge; or
- B. As may be specified in a supplemental contract between the Cooperative and the Member-Consumer, plus the Cooperative's Energy Optimization Surcharge.

Primary Service Discount:

A discount of \$0.15/kVA of required transformer capacity shall be applied to the bill when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0% shall be applied to the bill.

Terms of Payment and Tax Adjustments:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

Previous Revisions: **January 1, 2020**; February 8, 2018 , October 7, 2016; December 1, 2012; January 1, 2012; July 1, 2010

HomeWorks Tri-County Electric Cooperative
Schedule CD-1 - Optional Large Power Time-of-Day Service

Available for three-phase secondary service to Member-Consumers of the Cooperative operating three-phase equipment on or near its multi-phase lines, subject to the established Rules and Regulations of the Cooperative; also for primary rated single-phase and three-phase service. The Member-Consumer must contract to receive service on this option for a minimum of twelve months.

Applicable to all Large Power Member-Consumers who have installed transformer capacity in excess of 50 kVA.

Three-phase, 60 hertz, at standard secondary voltages. Motors having a rated capacity in excess of ten horsepower must be three-phase unless otherwise specified in writing by the Cooperative.

Monthly Rate:

Availability Charge:		\$110.00 per month
Demand Charge:		
Peak Period	@	\$12.75 per kW <u>plus</u>
Intermediate/Off-Peak Periods	@	\$ 3.75 per kW
Energy Charge:	@	\$0.07530 per kWh

This rate is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

The time periods applicable to the rate are:

- (1) Peak Period: 5:00 p.m. to, but not including, 10:00 p.m., weekdays excluding holidays
- (2) Intermediate Period: 7:00 a.m. to, but not including, 5:00 p.m., weekdays, and 5:00 p.m. to, but not including, 10:00 p.m., weekends and holidays
- (3) Off-Peak Period: All other hours.
- (4) Designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

The Cooperative may revise the above schedule of time period hours from time to time and, if so, will post a new schedule on its website and communicate the new schedule to its Member-Consumers taking service under the relevant rate schedules.

Determination of Billing Demand:

- A. The Peak Period and Intermediate/Off-Peak Period Billing Demands shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes recorded during the peak and intermediate/off-peak periods, as defined by the Cooperative, during the month for which the bill is rendered, as indicated or recorded by a demand meter.

Minimum Charge:

- A. The monthly minimum charge is the Monthly Availability Charge plus \$0.75 per kVA for each additional kVA or fraction thereof in excess of 50 kVA of transformer capacity, plus the Energy Optimization surcharge; or
- B. As may be specified in a supplemental contract between the Cooperative and the Member-Consumer, plus the Energy Optimization surcharge.

Primary Service Discount:

A discount of \$0.15 per kVA of required transformer capacity shall be applied when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of two percent (2.0%) shall be applied.

Terms of Payment and Tax Adjustments:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

HomeWorks Tri-County Electric Cooperative
Schedule CD-2 - Optional Irrigation & Grain Drying Service Time-of-Day

Available for irrigation and grain drying on a seasonal basis in all territory served by the Cooperative in accordance with the Cooperative's Service Rules and Regulations. The Member-Consumer must contract to receive service on this rate for a minimum of 12 months.

Applicable to all Member-Consumers who have installed transformer capacity equal to or greater than 50 kVA. Single-phase and three-phase where available at standard secondary voltages. Motors having a rated capacity in excess of 10 horsepower must be three-phase, unless otherwise specified in writing by the Cooperative.

Billing Rate:

	Single Phase Service	Three Phase Service
Monthly Availability Charge:	\$34.00 per month	\$58.00 per month
or		
Annual Availability Charge:	\$408.00 per year	\$696.00 per year

Energy Charge:

On-Peak	@ \$0.2004 per kWh	\$0.2004 per kWh
Intermediate	@ \$0.1404 per kWh	\$0.1404 per kWh
Off-Peak	@ \$0.1324 per kWh	\$0.1324 per kWh

The time periods applicable to the rate are:

- (1) Peak Period: 5:00 p.m. to, but not including, 10:00 p.m., weekdays excluding holidays
- (2) Intermediate Period: 7:00 a.m. to, but not including, 5:00 p.m., weekdays, and 5:00 p.m. to, but not including, 10:00 p.m., weekends and holidays
- (3) Off-Peak Period: All other hours.
- (4) Designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

The Cooperative may revise the above schedule of time period hours from time to time and, if so, will post a new schedule on its website and communicate the new schedule to its Member-Consumers taking service under the relevant rate schedules.

Minimum Charge:

- A. The monthly minimum charge is the Monthly Availability Charge plus \$0.75 per kVA for each additional kVA or fraction thereof in excess of 50 kVA of transformer capacity, plus the Cooperative's Energy Optimization Surcharge; or
- B. The annual minimum charge under the Schedule CD-2 rate shall be the Annual Availability Charge plus \$9.00 per kVA for each additional kVA or fraction thereof in excess of 50 kVA of transformer capacity, plus the Cooperative's Energy Optimization Surcharge; or
- C. As may be specified in a supplemental contract between the Cooperative and the Member-Consumer, plus the Cooperative's Energy Optimization Surcharge.

This rate schedule is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Terms of Payment and Tax Adjustments:

- A. Monthly bills are due and payable on or before the due date listed on the bill. Annual bills are due and payable thirty days from the date the bill is rendered.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Upon mutual agreement of the Cooperative and the Member-Consumer, the bills for service provided under this rate schedule may be rendered annually. Though rendered by the

Cooperative in such a manner, the bills will be calculated using the Schedule CD-2 rate applied to the Member-Consumer's monthly consumption.

- D. The annual prepayment shall be the larger of the minimum billing or one-half of the previous year's billing.
- E. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- F. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- G. Michigan state sales tax shall be added on all bills, where applicable.

HomeWorks Tri-County Electric Cooperative
Schedule CBG - Customer-Owned Back-Up Generation

This rate is available only to Member-Consumers served under Schedules CD, CD-1, or PSDS, who own and operate generating unit(s) having a total on-site capacity of 100 kW or greater which can be called upon from time to time by Wolverine Power Cooperative (Wolverine), the Cooperative's power supplier, to provide backup. This rate schedule is not intended for seasonal loads, nor is it intended for Member-Consumers served under the interruptible PSDS Rate. This rate is available subject to the availability to the Cooperative of Wolverine's Rider "Back-Up Generation".

Monthly Rate:

The Member-Consumer shall be billed under Schedule CD, CD-1, or PSDS as appropriate, adjusted for the following credit:

Demand Charge Credit @ \$2.50 per kW

The Demand Charge Credit will be applied to the lesser of:

- A. The average Monthly Billing Demand of the retail Member-Consumer for the most recent December, January, and February billings. In instances where the retail Member-Consumer is billed under a Large Power Time-of-Day rate, or its equivalent, the term "Billing Demand" shall refer to the Peak Period Demand.
- B. The actual amount of load interrupted as determined by a test in accordance with the **Conditions for Service from this Schedule**, paragraph D,1.

Conditions for Service from this Schedule:

This schedule shall be available for service to Member-Consumers of the Cooperative who own and operate generating units which can be used by Wolverine as backup, and which meet the following criteria:

- A. The output from the retail Member-Consumer owned generating unit(s) shall be separately metered with a recording watt-hour demand meter using either magnetic tape or electronic memory for recording data.
- B. The total rated capacity of the retail Member-Consumer owned generating unit(s) on each site must be 100 kW or greater.
- C. The Member-Consumer owned generating units must be capable of:
 - 1. Being brought on line by control or command from Wolverine's System Control Center;
 - 2. Being brought on line in thirty minutes or less; and
 - 3. Being run to give extended load relief over a period of at least twelve hours.
- D. Wolverine may request operation of the Member-Consumer owned generating unit(s) served under this rate at its own discretion.
 - 1. Wolverine may call upon the Member-Consumer owned generating units up to four times each year to test the capability and reliability of the unit(s) in order to demonstrate that the capacity will be available when called upon.
 - 2. Request for operation of the backup generating unit(s) during emergency interruptions shall not be limited to a specific number of occurrences. Total requests for operation excluding emergency will not exceed 200 hours in a calendar year.
- E. Wolverine reserves the right to remove a Member-Consumer from this program if, in Wolverine's sole judgment, Wolverine cannot rely on the Member-Consumer owned generating capacity being available when called upon.

Member-Consumer owned generating unit(s) shall not be operated in parallel with the Cooperative's distribution system. When the Member-Consumer is called upon by Wolverine to operate the generating unit(s), the Member-Consumer shall separate its load from the Cooperative's system.

HomeWorks Tri-County Electric Cooperative
Schedule CH - Controlled Heating

Available to Member-Consumers of the Cooperative already taking monthly service concurrently under rate schedules A or B, for service to space heating loads, storage domestic water heating loads and associated air conditioning loads which are controlled by the Cooperative.

A Member Service Agreement is required for service under this schedule. To qualify for service under this rate, the portion of the Member-Consumer's load subject to control must be sub-metered off the master meter. Schedule CH, when combined with the net metering tariff, will result in a portion of the member-generated electricity being billed by the cooperative as controlled heating or air conditioning load.

Service is single-phase, or three-phase, 60 hertz, at available secondary voltage, and is governed by the Cooperative's Standard Rules and Regulations. Service is subject to service availability as follows:

Option No. 1 – Storage Heating

This option is available for electric space heating loads with sufficient heat storage capacity to withstand extended daily control of the electric supply. This option is also available to domestic storage water heaters. Domestic storage water heaters must have a minimum storage capacity of 100 gallons and a minimum heating capacity of 4,500 watts. Service under this option is available only between 10:00 PM and 6:59 AM.

Option No. 2 – Dual Fuel Heating

This option is available for electric space heating loads when used in conjunction with an alternate fuel heating system. The alternate fuel heating system must be capable of supplying the heating requirements of the Member-Consumer when the electrical supply is controlled. Service under this option is available for all hours except when controlled by the Cooperative. The number of hours when service is controlled shall not exceed 400 hours per heating season or 8 hours per 24 hour period.

Option No. 3 – Air Conditioning

This option is available for air conditioning loads when used in conjunction with one of the two options of controlled space heating load listed above. Service under this option is available for all hours except when controlled by the Cooperative. The number of hours when service is controlled shall not exceed 200 hours per cooling season.

Monthly Rate:

Energy Charge for Controlled Load, as set forth in Schedule A or B, whichever is applicable, including the Energy Optimization surcharge and Power Supply Cost Recovery provision. The rate for this service will be \$0.03 less than the rate for energy currently in effect.

Terms of Payment and Tax Adjustments:

- A. This rate schedule is subject to the terms of payment as set forth on the concurrent rate schedule that qualifies the Member-Consumer for service.
- B. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- C. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- D. Michigan state sales tax shall be added on all bills, where applicable.

HomeWorks Tri-County Electric Cooperative
Schedule CWH - Controlled Water Heater Service

Available to Member-Consumers of the Cooperative already taking monthly service concurrently under Rate Schedules A or B, who desire controlled water heating service. Energy will be metered through the regular service meter.

To qualify for this rate, the sole source of water heating must be electricity, and all water heaters served through the meter must be controlled. This service option is not available to Member-Consumers using time clocks, remote control or other devices intended to prevent the load from adding to system peak demand. A Member Service Agreement is required for service under this schedule.

Service is single-phase, or three-phase, 60 hertz, at available secondary voltage, and is governed by the Cooperative's Standard Rules and Regulations.

Hours of Service

Control of service shall not exceed 4 (four) hours per day. The control hours will be established from time to time by the Cooperative but shall be predominantly between the hours of 5 p.m. and 9 p.m. Member-consumers must have water heaters with a tank capacity of 30 gallons or more.

A credit of \$4.50 per month will be applied to the bills of Member-Consumers who permit the Cooperative to install a remote control device on the Member-Consumer's water heater. The Member-Consumer must use a minimum of 350 kWh per month per meter before a water heater credit will be given.

Monthly Rate:

Energy will be charged at the appropriate rate per kWh as specified on rate Schedule A or B, whichever is applicable, including the Energy Optimization surcharge and Power Supply Cost Recovery provision. The applicable credit is available on a per meter basis and only one credit per meter will be allowed regardless of the number of water heaters registering on a single meter.

Terms of Payment and Tax Adjustments:

- A. This rate schedule is subject to the terms of payment as set forth on the concurrent rate schedule that qualifies the Member-Consumer for service.
- B. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- C. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- D. Michigan state sales tax shall be added on all bills, where applicable.

Schedule CWH effective October 7, 2016 by Mark Kappler, General Manager, at Portland, Michigan

Previous Revisions: January 1, 2012, Originally issued July 1, 2010

HomeWorks Tri-County Electric Cooperative
Schedule DD – Distribution Delivery

Subject to the Rules and Regulations of the Cooperative, this schedule is available to Member-Consumers using the Cooperative's distribution system to deliver power for wholesale delivery purposes.

In order to provide for the safety of Member-Consumers, utility personnel, and others, and to assure reliable electric service, the following requirements are established for connection and/or operation of generation facilities interconnected with the Cooperative's distribution system in cases in which a Member-Consumer uses the Cooperative's distribution system to deliver power from the Member-Consumer's generation facilities for wholesale delivery purposes. This rate is not available to Member Consumers taking service under a net metering tariff.

If the Member-Consumer does not meet all of the requirements listed below, the Cooperative may block use of the Cooperative's distribution system to deliver power and the Member-Consumer shall be liable for any damages or injury resulting from unauthorized or improper connection and/or operation of the Member-Consumer's generation facility. These requirements apply to both existing and proposed installations and are subject to change with approval of the Michigan Public Service Commission (MPSC) from time to time.

Conditions for Service from this Schedule:

The generator must be interconnected with the Cooperative's distribution system pursuant to the MPSC Electric Interconnection and Net Metering Standards. A Generator Interconnection and Operating Agreement must be executed and filed with the Cooperative.

Safety and reliability requirements set forth in the applicable MPSC Interconnection Standards are applicable to Member-Consumers taking service under this tariff.

Billing Demand:

The billing demand for the billing period shall be the maximum kilowatt demand established by the Member-Consumer's for any period of fifteen (15) consecutive minutes delivered to the Cooperative as measured at the point of delivery. The point of delivery shall be determined by the Cooperative. The Cooperative reserves the right to make special determination of the billing demand should circumstances require.

Reimbursement of Costs:

If provision for such costs is not otherwise determined by the MPSC Interconnection Standards, the Member-Consumer shall pay for all costs associated with any addition to or alteration of the Cooperative's equipment required for metering and for the safe and reliable operation of the Member-Consumer's generating equipment in parallel with the Cooperative's system.

If provision for such costs is not otherwise determined by the MPSC Interconnection Standards, the Member-Consumer shall also pay for costs of changes required due to safety or adverse effects on other Customers and/or on the Cooperative caused by the connection and/or operation of the Member-Consumer's generation facility.

Delivery Over the Cooperative's Distribution System to Wholesale Entities:

Member-Consumers wishing to use the Cooperative's distribution system to deliver power from their generation facilities for wholesale delivery purposes will pay the Cooperative as follows for use of the Cooperative's distribution system:

Aggregate Generator Nameplate Rating
100 kW and above

Distribution Delivery Rate
\$7.03 per kW per month

Terms of Payment and Tax Adjustments:

- A. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- C. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.

HomeWorks Tri-County Electric Cooperative
Schedule PCH - Partial Controlled Heating Services

Available to Member-Consumers of the Cooperative already taking monthly service concurrently under Rate Schedules A or B, for service to electric space heating and associated air conditioning loads which are controlled by the Cooperative, where the amount of control exercised by the Cooperative is limited as described below.

A Member Service Agreement is required for service under this schedule. To qualify for service under this rate, the portion of the Member-Consumer's load subject to control must be sub-metered off the master meter.

Schedule PCH, when combined with the net metering tariff, will result in a portion of the member-generated electricity being billed by the cooperative as controlled heating or air conditioning load.

Service is single-phase, or three-phase, 60 hertz, at available secondary voltage, and is governed by the Cooperative's Standard Rules and Regulations. Service under this schedule will be available at all times, except when controlled by the Cooperative during times of peak system demand or system emergencies. The total number of hours that this load will be controlled shall be limited to a maximum of 400 hours per heating system.

In instances where the entire electric heating load is under the control of the Cooperative, the control period is limited to a maximum of 40 minutes out of each hour for a maximum of 6 hours per day. Where 50 percent or more of the entire heating load is under the control of the Cooperative, the control may be exercised for up to six hours per day.

Air conditioning, when used in conjunction with controlled space heating, is eligible for service under this rate, subject to interruption up to 200 hours per cooling season.

Monthly Rate:

Energy Charge for Controlled Load, as set forth in Schedule A or B, whichever is applicable, including the Energy Optimization surcharge and Power Supply Cost Recovery provision. The rate for this service will be \$0.015 less than the rate for energy currently in effect.

Terms of Payment and Tax Adjustments:

- A. This rate schedule is subject to the terms of payment as set forth on the concurrent rate schedule that qualifies the Member-Consumer for this service.
- B. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- C. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- D. Michigan state sales tax shall be added on all bills, where applicable.

**HomeWorks Tri-County Electric Cooperative
Schedule PSDS - Primary Service Rate**

This rate is available only to Primary Service Loads (Member-Consumer) of 500 kW or greater. This rate is available subject to the availability to the Cooperative of Wolverine Power Cooperative's (Wolverine) Power Supply Rate - General, Power Supply Rate - C&I and Power Supply Rate - LPI.

Service Options:

Service may be taken:

- 1) directly from a distribution substation, defined as service in which the delivery point to the Member-Consumer is within 1,000 feet of a distribution substation;
- 2) from an existing three-phase primary line, defined as service in which the delivery point to the Member-Consumer is within 1,000 feet of an existing three-phase primary line (add \$1.11/kW to rates listed below); or
- 3) from a new three-phase primary line (add \$2.22/kW to rates listed below).

The monthly rate for Firm Service shall be:

Power Supply Rate I

Distribution Demand Charge:	\$6.70/kW
Coincident Demand Charge:	\$11.15/kW
Energy Charge:	\$0.05880/kWh

Under Wolverine Power Cooperative's Power Supply Rate - C&I, member loads of over 500 kW Demand shall receive a credit, as follows:

>=500 kW and <2,000 kW Demand	(\$0.0050)/kWh
>=2,000 kW Demand	(\$0.0090)/kWh

All PSDS rates are subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Determination of Billing Demand

- A. The Coincident Demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes during the hour in which Wolverine Power Cooperative records its system peak, during the month for which the bill is rendered, as indicated or recorded by a demand meter.
- B. The Distribution Demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

Power Factor:

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 90% lagging. The Cooperative reserves the right to measure power factor at any time by means of test or permanently installed metering equipment; and, if the Member-Consumer's average power factor is found to be less than 90% lagging, the billing demand will be increased by the ratio that 90% bears to the Member-Consumer's actual power factor.

Contracts:

A contract shall be required for each Member-Consumer under this rate. The Cooperative reserves the right to require service contracts covering terms and nature of service in cases where special services are required, or where investment by the Cooperative is in excess of that provided for without contribution toward construction by the Member-Consumer in the Cooperative's Standard Rules and Regulations.

Terms of Payment:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

HomeWorks Tri-County Electric Cooperative
Schedule SB - Standby Electric Service

Available for Standby Electric Service to Member-Consumers of the Cooperative who own and operate their own generating units, which under normal operating conditions are used to supply all or a portion of the Member-Consumer's power and energy requirements. Member-Consumers served under this rate shall enter into an Interconnection Agreement with the Cooperative.

Service is three-phase, 60 hertz, at standard secondary voltages.

Monthly Rate:

Distribution Service

Availability Charge: \$88.50 per month

Distribution Demand: @ \$ 4.30 per kW

Power Supply Service

Demand Charge

Coincident @ \$12.76 per kW plus

Energy Charge @ \$0.0588 per kWh

Determination of Billing Demand

- A. The Coincident Demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes during the hour in which Wolverine Power Cooperative records its system peak, during the month for which the bill is rendered, as indicated or recorded by a demand meter.
- B. The Distribution Demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

Power Factor:

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 90% lagging. The Cooperative reserves the right to measure power factor at any time by means of test or permanently installed metering equipment; and, if the Member-Consumer's average power factor is found to be less than 90% lagging, the billing demand will be increased by the ratio that 90% bears to the Member-Consumer's actual power factor.

Minimum Charge:

- A. The minimum monthly charge shall be the Availability Charge plus the Coincident Demand times the Coincident Demand Charge, plus the Distribution Demand times the Distribution Demand Charge, plus the Energy Optimization surcharge; or
- B. As may be specified in the Interconnection Agreement between the Cooperative and the Member-Consumer, plus the Energy Optimization surcharge.

This rate schedule is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Terms of Payment and Tax Adjustments:

- A. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Monthly bills are due and payable on or before the due date listed on the bill.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added on all bills, where applicable.

Schedule SB issued October 7, 2016 by Mark Kappler, General Manager, at Portland, Michigan

Previous Revisions: December 1, 2012; July 1, 2010

**HomeWorks Tri-County Electric Cooperative
Schedule SL - Street Lighting Service**

Under federal law, mercury vapor lamp ballasts have not been manufactured or imported after January 1, 2008. To the extent that the Cooperative has the necessary materials, it will continue to maintain existing mercury vapor lamp installations in accordance with this Electric Rate Schedule. With respect to mercury vapor lamp installations, rates apply to existing fixtures only and are not open to new business except where the Cooperative elects, at the customer's request, to install additional fixtures within an area already served by a mercury vapor unmetered lighting system. Any such election is subject to a) the Cooperative having the necessary materials, and b) the discretion of the Cooperative.

Experimental Emerging Lighting Technology Provision

Available on an optional basis to Member-Consumers desiring Street Lighting Service using emerging lighting technologies not otherwise offered through the standard tariff. The Cooperative will own, operate, and maintain the emerging lighting technology equipment and the Member-Consumer will provide a contribution in aid of construction equal to the amount by which the investment exceeds three times the estimated annual revenue. A Member-Consumer that is a municipality or township may elect to own, operate, and maintain the emerging lighting technology equipment, provided they notify the Cooperative prior to installation and the parties agree as required in this provision. Emerging lighting technologies and Member-Consumer participation must be approved by the Cooperative and the energy and maintenance benefits for each project will be calculated based on predicted energy and lamp life. The Cooperative and the Member-Consumer will mutually agree on all prices, terms, and conditions for the service under this provision, evidenced by signed agreement.

Street Lighting is available through the Cooperative for Member-Consumers meeting the following conditions:

Cooperative Owned Lights

Member-consumers must have in use a minimum of three lights.

A. 175 Watt Mercury Vapor Light*	@	\$12.00 per month*
B. 100 Watt High Pressure Sodium	@	\$ 8.45 per month
C. 150 Watt High Pressure Sodium	@	\$ 8.35 per month
D. 250 Watt High Pressure Sodium	@	\$18.30 per month
E. Intersection Light	@	\$12.20 per month
F. LED Alternative to 175 Watt Mercury Vapor Light	@	\$ 7.70 per month**
G. LED Alternative to 100 Watt High Pressure Sodium	@	\$ 7.70 per month**

*This service is closed to new accounts. Mercury Vapor Lights will be replaced with High Pressure Sodium Lights as replacements become necessary.

** Plus an up-front installation charge of \$205 per fixture.

This rate schedule is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause. For purposes of this calculation, the following energy estimates shall be used:

Size and Type	kWh/mo/Light
*175W MV	67
100W HPS	38
150W HPS	57
250W HPS	96
Intersection Light	57
LED alternative to 175W MV	15
LED alternative to 100W HPS	15

Upon mutual agreement of the Cooperative and the Member-Consumer, the bills for service provided under this rate schedule may be rendered annually. Though rendered by the Cooperative in such a manner, the bills will be calculated using the Schedule SL rate applied to the Member-Consumer's monthly consumption.

Terms of Payment:

- A. Monthly bills are due and payable on or before the due date listed on the bill. Annual bills are due and payable thirty days from the date the bill is rendered.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. The annual prepayment shall be the larger of the minimum billing or one-half of the previous year's billing.
- D. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- E. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- F. Michigan state sales tax shall be added on all bills, where applicable.

Schedule SL effective December 1, 2012 by Mark Kappler, General Manager, at Portland, Michigan

Previous Revisions: October 1, 2010, July 1, 2010

**HomeWorks Tri-County Electric Cooperative
Schedule UR - General Service Unmetered Rate**

This rate is available to governmental agencies, political subdivisions, and any public or private school district and, where agreed to by the Cooperative, this rate is also available to other applications, such as temporary loads, CATV power supply units, member-owned and maintained lighting, and lighting maintained for traffic regulation or guidance, as distinguished from street illumination and police signal systems.

Nature of Service:

The Member-Consumer furnishes and installs all fixtures, lamps, ballasts, controls, amplifiers and other equipment, including wiring to point of connection with Cooperative's overhead or underground system, as directed by the Cooperative. Cooperative furnishes and installs, where required for center suspended overhead traffic light signals, messenger cable and supporting wood poles and also makes final connections to its lines. If, in the Cooperative's opinion, the installation of wood poles for traffic lights is not practical, the Member-Consumer shall furnish, install and maintain suitable supports other than wood poles. The Member-Consumer shall maintain the equipment, including lamp renewals, and the Cooperative shall supply the energy for the operation of the equipment. Conversion and/or relocation costs of existing facilities shall be paid for by the Member-Consumer except when initiated by the Cooperative.

A written contract may be required for a reasonable duration.

Monthly Rate:

Same as General Service Rate (Schedule B). The rate schedule is subject to the Cooperative's Energy Optimization surcharge and Power Supply Cost Recovery Clause.

Determination of kWh

Monthly kWh shall be determined by multiplying the total connected load in kW (including the lamps, ballasts, transformers, amplifiers, and control devices) times 730 hours. The kWh for cyclical devices shall be 50% of the total kWh so calculated. The kWh for continuous, non-intermittent devices shall be 100% of the total kWh so calculated. No reduction in kWh shall be made for devices not operated 24 hours per day, or not operated every day.

The kWh of devices used for the control of school traffic, and operated not more than six hours per day during the school year only, shall be 10% of the continuous or cyclical kWh calculated.

The kWh for CATV power supply units shall be 50% of the total kWh as determined from the manufacturer's rated input capacity of the power supply units or the actual test load, whichever is greater.

The Cooperative may, at its option, install test meters for the purpose of determining the monthly kWh usage to be used for billing purposes.

Terms of Payment and Tax Adjustments:

- A. Monthly bills are due and payable on or before the due date listed on the bill.
- B. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- C. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- D. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.
- E. Michigan state sales tax shall be added to all bills, where applicable.

Schedule UR issued October 7, 2016 by Mark Kappler, General Manager, at Portland, Michigan

Previous Revisions: December 1, 2012; July 1, 2010

HomeWorks Tri-County Electric Cooperative
Schedule DW – Distribution Wheeling

Subject to the Rules and Regulations of the Cooperative, this schedule is available to Member-Consumers using the Cooperative's distribution system to wheel power for wholesale delivery purposes.

In order to provide for the safety of Member-Consumers, utility personnel, and others, and to assure reliable electric service, the following requirements are established for connection and/or operation of generation facilities interconnected with the Cooperative's distribution system in cases in which a Member-Consumer uses the Cooperative's distribution system to wheel power from the Member-Consumer's generation facilities for wholesale delivery purposes. This rate is not available to Member Consumers taking service under a net metering tariff.

If the Member-Consumer does not meet all of the requirements listed below, the Cooperative may block use of the Cooperative's distribution system to wheel power and the Member-Consumer shall be liable for any damages or injury resulting from unauthorized or improper connection and/or operation of the Member-Consumer's generation facility. These requirements apply to both existing and proposed installations and are subject to change with approval of the Michigan Public Service Commission (MPSC) from time to time.

Conditions for Service from this Schedule:

The generator must be interconnected with the Cooperative's distribution system pursuant to the MPSC Electric Interconnection and Net Metering Standards. A Generator Interconnection and Operating Agreement must be executed and filed with the Cooperative.

Safety and reliability requirements set forth in the applicable MPSC Interconnection Standards are applicable to Member-Consumers taking service under this tariff.

Billing Demand:

The billing demand for the billing period shall be the maximum kilowatt demand established by the Member-Consumer's for any period of fifteen (15) consecutive minutes delivered to the Cooperative as measured at the point of delivery. The point of delivery shall be determined by the Cooperative. The Cooperative reserves the right to make special determination of the billing demand should circumstances require.

Reimbursement of Costs:

If provision for such costs is not otherwise determined by the MPSC Interconnection Standards, the Member-Consumer shall pay for all costs associated with any addition to or alteration of the Cooperative's equipment required for metering and for the safe and reliable operation of the Member-Consumer's generating equipment in parallel with the Cooperative's system.

If provision for such costs is not otherwise determined by the MPSC Interconnection Standards, the Member-Consumer shall also pay for costs of changes required due to safety or adverse effects on other Customers and/or on the Cooperative caused by the connection and/or operation of the Member-Consumer's generation facility.

Wheeling Over the Cooperative's Distribution System to Wholesale Entities:

Member-Consumers wishing to use the Cooperative's distribution system to wheel power from their generation facilities for wholesale delivery purposes will pay the Cooperative as follows for use of the Cooperative's distribution system:

Aggregate Generator Nameplate Rating
100 kW and above

Distribution Wheeling Rate
\$5.90 per kW per month

Terms of Payment and Tax Adjustments:

- A. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- C. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.

**LARGE POWER SERVICE RATE - CHOICE
SCHEDULE CD-C**

Availability

Subject to the Rules and Regulations of the Cooperative and its *Retail Access Service Tariff*, this schedule is available to Member-Consumers eligible to be taking service under the Cooperative's Large Power Service Rate, Schedule CD. Service under this rate is for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery and is subject to the following conditions:

- A. The Member-Consumer must have a Maximum Demand of at least one (1) MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule CD may achieve the one (1) MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis. No more than 30% of the total number of Member-Consumers of at least one (1) MW may be eligible for service under this tariff.
- B. The Member-Consumer must enter a Retail Access Service Agreement with the Cooperative.
- C. The transmission of power to the Distribution Point of Receipt and all related costs shall be the responsibility of the Member-Consumer and/or Alternative Electric Supplier (AES).
- D. The Member-Consumer must agree to purchase any default energy delivered pursuant to Schedule RASS-Retail Access Standby Service in addition to the service specified herein.

Type of Service

Three-phase, 60 hertz, at standard secondary voltages. Motors having a rated capacity in excess of ten horsepower must be three-phase unless otherwise specified in writing by the Cooperative.

Billing Rate

Monthly Availability Charge: **\$78.50** per month

or

Annual Availability Charge: **\$942.00** per year

Issued March 4, 2013
By: Mark Kappler
General Manager
Portland, Michigan

Michigan Public Service Commission
March 5, 2013
Filed <u> RL </u>

(Continued on Sheet No. D-20.01)

Effective for service rendered on and after
February 28, 2013

Issued under authority of the M.P.S.C.
February 28, 2013 in Case No. U-17148

LARGE POWER SERVICE RATE - CHOICE
SCHEDULE CD-C (Contd)
(Continued from Sheet No. D-20.00)

Demand Charge: **\$3.39 per kW**

Variable Distribution Charge: **\$0.01120 per kWh**

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge.

Determination of Billing Demand

The billing demand shall be the maximum kilowatt demand established by the Member-Consumer for any period of fifteen (15) consecutive minutes during the month for which billing is rendered, as indicated or recorded by a demand meter.

Minimum Charge

The minimum charge shall not be less than the Monthly Availability Charge plus the Demand Charge times 200 kW, plus the Energy Optimization Surcharge amount. The monthly minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary in order to serve an account under this schedule, in those cases in which maximum demand is highly seasonal in nature, and those cases in which the member's equipment causes high demands or short time duration or of intermittent nature.

Bill Rendered Annually

Upon mutual agreement of the Cooperative and the Member-Consumer, the bills for service provided under this rate schedule may be rendered annually. Though rendered by the Cooperative in such a manner, the bills will be calculated using the Schedule CD-Choice rate applied to the Member-Consumer's monthly consumption.

Terms of Payment

- A. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Monthly bills are due and payable on or before the due date listed on the bill.

(Continued on Sheet No. D-20.02)

Issued February 6, 2017
By: Mark Kappler
General Manager
Portland, Michigan



Effective for service rendered on and after
October 7, 2016
Issued under authority of the Michigan
Public Service Commission
dated December 9, 2016 in Case No. 18168

LARGE POWER SERVICE RATE - CHOICE
SCHEDULE CD-C (Contd)
(Continued from Sheet No. D-20.01)

- E. Annual bills are due and payable thirty days from the date the bill is rendered.
- F. The annual prepayment shall be the larger of the minimum billing or one-half of the previous year's billing.
- G. The Cooperative will not collect any monies on behalf of any alternate power supplier, retailer, or other third party without a written agreement between the Cooperative, the Member, and the third party.

Primary Service Discount

A discount of **\$0.15/kVA** of required transformer capacity shall be applied to the bill when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0 percent shall be applied to the bill.

Tax Adjustment

- A. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- B. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.

Issued March 4, 2013
By: Mark Kappler
General Manager
Portland, Michigan

Michigan Public Service Commission
March 5, 2013
Filed <u> RL </u>

(Continued on Sheet No. D-20.03)

Effective for service rendered on and after
February 28, 2013

Issued under authority of the M.P.S.C.
February 28, 2013 in Case No. U-17148

LARGE POWER SERVICE RATE - CHOICE
SCHEDULE CD-C (Contd)
(Continued from Sheet No. D-20.02)

Metering

Subject to the terms and conditions of the *Retail Access Service Tariff*, the Member-Consumer shall be responsible for any associated communication systems such as telephone lines or other related equipment between the Cooperative, the Member-Consumer, and the third party.

Michigan State Sales Tax

Michigan State Sales Tax shall be added on all bills, where applicable.

Third Party Disputes

The Cooperative has no obligation or duty to intervene, mediate or participate in contractual disputes between the Member-Consumer and its AES Supplier or third parties. Further, the Cooperative will not shut off service or otherwise enforce any provision of a contract between the Member-Consumer and any third party.

Rules and Regulations

Service is governed by the Cooperative's Standard Rules and Regulations and the Cooperative's *Retail Access Service Tariff*.

Issued March 4, 2013
By: Mark Kappler
General Manager
Portland, Michigan

Michigan Public Service Commission
March 5, 2013
Filed <u> RK </u>

Effective for service rendered on and after
February 28, 2013

Issued under authority of the M.P.S.C.
February 28, 2013 in Case No. U-17148

**PRIMARY SERVICE RATE - CHOICE
SCHEDULE PSDS-C**

Availability:

Subject to the Rules and Regulations of the Cooperative and its *Retail Access Service Tariff*, this schedule is available to Member-Consumers eligible to be taking service under the Cooperative's Primary Service Rate, Schedule PSDS. Service under this rate is for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery and is subject to the following conditions:

- A. The Member-Consumer must have a Maximum Demand of at least one (1) MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule CD or Schedule PSDS may achieve the one (1) MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- B. The Member-Consumer must enter a Retail Access Service Agreement with the Cooperative.
- C. The transmission of power to the Distribution Point of Receipt and all related costs shall be the responsibility of the Member-Consumer and/or Alternative Electric Supplier (AES).
- D. The Member-Consumer must agree to purchase any default energy delivered pursuant to Schedule RASS-Retail Access Standby Service in addition to the service specified herein.

Billing Rate

Billing Demand Charge:	\$6.70/kW
Demand Minimum Charge	\$2.22/kW
Variable Distribution Charge:	\$0.0000/kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge.

(Continued on Sheet No. D-21.01)

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General Manager
Portland, Michigan



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PRIMARY SERVICE RATE - CHOICE
SCHEDULE PSDS-C (Contd)
(Continued from Sheet No. D-21.00)

Minimum Charge

The minimum charge shall not be less than the **Billing** Demand Charge times one (1) MW, plus the Energy Optimization Surcharge amount. The monthly minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary in order to serve an account under this schedule, in those cases in which maximum demand is highly seasonal in nature, and those cases in which the member's equipment causes high demands or short time duration or of intermittent nature.

Billing Demand

The billing demand shall be the average kilowatts (kW) load during the fifteen (15) minute period of maximum use during the billing month. Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require. The minimum monthly billing demand shall be the greater of the metered demand, the contract minimum demand, or one (1) MW for Member-Consumers served under this rate.

Power Factor

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than ninety (90%) percent lagging. Cooperative reserves the right to measure power factor at any time by means of test or permanently installed metering equipment; and, if the Member-Consumer's average power factor is found to be less than ninety (90%) percent lagging, the billing demand will be increased by the ratio that ninety (90%) percent bears to the Member-Consumer's actual power factor.

Terms of Payment

- A. A one-time late payment charge of five percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Monthly bills are due and payable on or before the due date listed on the bill.
- C. The Cooperative will not collect any monies on behalf of any alternate power supplier, retailer, or other third party without a written agreement between the Cooperative, the Member, and the third party.

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(Continued on Sheet No. D-21.02)

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February 28, 2013 in Case No. U-17148

PRIMARY SERVICE RATE - CHOICE
SCHEDULE PSDS-C (Contd)
(Continued from Sheet No. D-21.01)

Tax Adjustment

- A. Bills shall be increased or decreased, within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to recognize such special charges and thereby prevent other customers from being compelled to share such local increases or decreases.
- B. Bills shall be adjusted to reflect any new, increased, or decreased specific tax or excise imposed by any governmental authority which impacts the Cooperative's cost of providing electric service.

Metering

Subject to the terms and conditions of the *Retail Access Service Tariff*, the Member shall be responsible for any associated communication systems such as telephone line, or other related equipment between the Cooperative, the Member-Consumer, and the third party.

Michigan State Sales Tax

Michigan State Sales Tax shall be added on all bills, where applicable.

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(Continued on Sheet No. D-21.03)

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**PRIMARY SERVICE RATE - CHOICE
SCHEDULE PSDS-C (Contd)
(Continued from Sheet No. D-21.02)**

Third Party Disputes

The Cooperative has no obligation or duty to intervene, mediate or participate in contractual disputes between the Member- Consumer and its AES Supplier or third parties. Further, the Cooperative will not shut off service or otherwise enforce any provision of a contract between the Member Consumer and any third party.

Rules and Regulations:

Service is governed by the Cooperative's Standard Rules and Regulations and the Cooperative's *Retail Access Service Tariff*.

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**NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS**

Availability

This rate is available only to Member-Consumers who operate renewable electric generation facilities with a nameplate capacity of 20 kW or less and are interconnected with the Cooperative's system, to generate a portion or all of the Member-Consumer's own electricity. If a Member-Consumer has more than one electric generator, the generator's rating(s) shall be summed and the sum may not exceed 20 kW.

The Cooperative's Net Metering Program is available on a first come, first serve basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1% of the Cooperative's peak load for the preceding calendar year. The maximum program limit of 1% shall be further allocated as follows:

- a) No more than 0.5% for Member-Consumers with a system capable of generating 20 kilowatts or less.
- b) No more than 0.25% for Member-Consumers with a system capable of generating more than 20 kilowatts but not more than 150 kilowatts.
- c) No more than 0.25% for Member-Consumers with a system capable of generating more than 150 kilowatts, but not more than 550 kW.

Upon enrolling in the Net Metering Program Member-Consumers shall be eligible to continue participation for a minimum period of ten years. A participating Member-Consumer may terminate participation in the Cooperative's Net Metering Program at any time for any reason.

Member-Consumer Eligibility

To be eligible to participate in the Net Metering Program, Member-Consumers must (1) generate a portion or all of their own retail electricity requirements using an eligible electric generator as defined in MCL 460.1005, specifically solar, wind, geothermal, biomass, including waste-to energy and landfill gas, or hydroelectric, and (2) be Full Requirements Service Member-Consumers taking service under one of the Cooperative's standard electric rates.

The generation equipment must be located on the Member-Consumer's premises, serving only the Member-Consumer's premises and must be intended primarily to offset a portion or all of the Member-Consumer's requirements for electricity. At the Member-Consumer's option, the generation capacity shall be determined by one of the following methods:

(Continued on Sheet No. D-22.01)

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**NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-22.00)**

- a) Aggregate nameplate capacity of the generator(s).
- b) Aggregate projected annual kWh output of the generators(s)

The Member-Consumer is required to provide the Cooperative with the capacity rating in kW of the generating unit(s) and a projection of the annual kWh output of the generating unit(s) when completing the Cooperative's Net Metering Application.

The Member-Consumer shall determine its annual electricity needs using one of the following methods:

- a) The Member-Consumer's annual energy usage, measured in kWh, during the previous 12 month period:
- b) Where metered demand data is available, the maximum integrated hourly demand measured in kW during the previous 12 month period: or
- c) In cases where no data, incomplete data, or incorrect data for the Member-Consumer's past annual energy usage is available, or where the Member-Consumer is making changes on-site that will affect their future total annual electric usage, the Cooperative and the Member-Consumer shall mutually agree on a method to determine the Member-Consumer's future annual energy usage.

The requirements for interconnecting a generator with the Cooperative's facilities are contained in the Michigan Public Service Commission's Electric Interconnection and Net Metering Standards Rules (R 460.601a-460.656) and the Cooperative's Michigan Electric Utility Generator Interconnection Requirements, copies of which will be provided to Member-Consumers upon request. Member-Consumers shall be provided a copy of the Cooperative's Generator Interconnection Application and Net Metering Application and shall be required to complete both applications and submit them with all applicable application fees (including, but not limited to, the \$25.00 net metering application fee as required in Rule 460.642(6)) for review and approval prior to interconnection of their generator to the Cooperative's facilities. All requirements of the MPSC's Electric Interconnection and Net Metering Standards and the Cooperative's Net Metering Program must be met prior to commencing Net Metering service.

A Member-Consumer that is enrolled in the Net Metering Program will continue to take electric service under the Cooperative's applicable service tariff.

(Continued on Sheet No. D-22.02)

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**NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-22.01)**

Metering

The Member-Consumer's net usage shall be determined with metering capable of reverse registration or, at the Cooperative's discretion and expense, a single meter with separate registers measuring power flow in each direction. If the Member-Consumer's existing meter is not capable of reverse registration, the incremental cost above that for meters provided for similarly situated non-generating Member-Consumers shall be paid by the Member-Consumer.

Monthly Charges:

The Member-Consumer shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member-Consumer when the Member-Consumer's monthly net usage results in a net flow of energy from the Cooperative to the Member-Consumer. When the Member-Consumer's monthly net usage results in a net flow of energy from the Member-Consumer to the Cooperative, the Member-Consumer shall be credited the full retail rate for the energy provided to the Cooperative in accordance with the Cooperative's standard service tariff applicable to the Member-Consumer.

The credit for any excess generation, as determined by each month's meter reading, shall be credited against the following month's bill. Any credit carried forward to the following month that is not used up that month, shall be carried forward for use in subsequent billing periods. If a Member-Consumer terminates service with the Cooperative while having a net metering credit amount on their account, the Cooperative shall refund the remaining credit amount to the Member-Consumer following a final reading by the Cooperative of the Member-Consumer's net meter.

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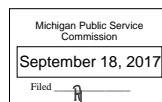
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LOW INCOME ENERGY ASSISTANCE FUNDING FACTOR

This clause permits, pursuant to Public Act 95 of 2013, the collection of the low income energy assistance funding factor to fund the low-income energy assistance fund created by Public Act 95 of 2013. Beginning with all bills rendered on and after September 1, **2017**, each meter shall be subject to a monthly surcharge of **\$0.93**, except that the low income energy assistance funding factor shall not be charged on more than one residential meter per residential site.

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President and CEO
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SECTION E
RETAIL ACCESS SERVICE TARIFF

1.0 INTRODUCTION AND DEFINITIONS

This tariff expresses the terms and conditions associated with Retail Access Service and provides information regarding the roles of the various market participants. This tariff includes the following sections:

Introduction and Definitions	Section 1.0
Member-Consumer Section	Section 2.0
Alternative Electric Supplier Section	Section 3.0
Dispute Resolution	Section 4.0
Liability and Exclusions	Section 5.0

When a Member-Consumer participates in Retail Access Service and obtains Generation Services from an Alternative Electric Supplier (AES), the Cooperative will maintain a relationship and interact with the separate participants – including the Member-Consumer, the Transmission Service Provider, and the AES.

1.1 The Member-Consumer Role

The Member-Consumer is the end-user of Power in the State of Michigan who has facilities connected to the Cooperative's Distribution System. Under Retail Access Service, the Member-Consumer will conduct transactions with at least two participants – including the Cooperative and an AES. The Member-Consumer is responsible for choosing an AES. Member-Consumers may receive transmission service directly from the Transmission Service Provider or the AES may make such arrangements as part of its service to the Member-Consumer.

The Cooperative's principal requirement is that the Member-Consumer must be taking service under the Cooperative's Schedule CD or Schedule PSDS and have a Maximum Demand of at least one (1) MW. An Individual Member-Consumer currently demand metered and who is eligible to be taking service under the Cooperative's Schedule CD may achieve the one (1) MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. All charges or fees specified herein and all related rate schedules apply to aggregated metering points on an individual account basis.

(Continued on Sheet No. E-1.01)

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**RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.00)**

The Member-Consumer is ultimately responsible for the purchase and delivery of power to the Cooperative's distribution system that is sufficient to meet the Member-Consumer's electrical requirements for each hour of each day. If for any reason, including but not limited to the failure or default of the AES, the failure of its generation resources and/or transmission system constraints, power is delivered to a retail open access Member-Consumer by the Cooperative then the Member-Consumer shall purchase said power from the Cooperative pursuant to the Default Service provisions of this tariff.

1.2 The Alternative Electric Supplier Role

An Alternative Electric Supplier (AES) is a Person that has been licensed by the Michigan Public Service Commission to sell electric generation service to retail Consumers in this state. The AES takes title to Power and sells Power in Michigan's retail electric market.

An AES makes necessary arrangements to provide Power to Member-Consumers, assembles products and/or services, and sells the products and/or services to Member-Consumers. The AES must meet all applicable statutory and regulatory requirements of Michigan and federal law.

Market participation responsibilities of the AES or Member-Consumer include: scheduling energy, obtaining and paying for transmission and ancillary services (including energy imbalance charges), and payment or provision of energy for losses incurred on the Transmission System and the Distribution System to deliver Power. The AES is responsible for assuring power supply, arranging deliveries to the Cooperative's Distribution System, and managing its own retail sales.

1.3 Transmission Service Provider Role

The Transmission Service Provider delivers electrical energy to the Cooperative's distribution system. To obtain retail access service, the Member-Consumer or the AES on behalf of the Member-Consumer must arrange for transmission service from the Transmission Service Provider. The Transmission Service Provider provides services to transmission consumers, whether an AES or a Member-Consumer as defined herein, pursuant to its Open Access Transmission Tariff (OATT) rules and regulations as approved by the Federal Energy Regulatory Commission or pursuant to a Transmission Tariff approved by another appropriate regulatory authority.

(Continued on Sheet No. E-1.02)

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.01)

1.4 Cooperative Role

The Cooperative provides facilities and related services for the distribution of electricity and is the Member-Consumer's primary contact for electric service. Under Retail Access, the Cooperative arranges for the physical connection of the Member-Consumer's facilities to the Distribution system and provides system maintenance, outage restoration, metering equipment, meter data processing, bill processing for distribution services and other Consumer support services.

The Cooperative's Generation Services (Default Service and Full Requirements Service) offered herein are supplied by purchases for resale from the Cooperative's wholesale power supplier. Such purchases are made pursuant to tariffs that are established by the wholesale power supplier and approved by the Federal Energy Regulatory Commission or other appropriate regulatory authority.

1.5 Definitions

"Aggregate" or "Aggregation" means to combine or the combination of multiple metering points serving an individual Member-Consumer for the purpose of qualifying for Retail Access Service.

"Alternative Electric Supplier" or "AES" means a Person properly licensed by the Michigan Public Service Commission to sell electric Generation Service to retail Consumers in the state of Michigan. AES does not include a Person who physically delivers electricity from the AES directly to retail Consumers in Michigan.

"Commission" means the Michigan Public Service Commission.

"Cooperative" means HomeWorks Tri-County Electric Cooperative or its agent.

"Default Service" means Generation Service provided by the Cooperative. Default Service shall be purchased under the rates, terms, and conditions in the applicable Retail Access Standby Service tariff approved by the Commission.

(Continued on Sheet No. E-1.03)

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.02)

“Demand” means the amount of Power required to meet the Member-Consumer’s load averaged over a designated interval of time, expressed in kilowatts or megawatts.

“Distribution Point of Delivery” means the point of interconnection between the Cooperative’s Distribution System and the Member-Consumer’s service Location.

“Distribution Point of Receipt” means the point of interconnection between the Cooperative’s Distribution System and the Transmission System or other facilities where electric Energy is received for delivery to a Member-Consumer.

“Distribution Service” means the provision of retail Regulated Electric Service including delivery of Generation over the Distribution System, and ancillary services all provided by the Cooperative pursuant to its rates for Retail Access Service.

“Distribution System” means facilities operated by the Cooperative for the purpose of distributing electric power within the Cooperative's electric service territory, which are subject to the jurisdiction of the Commission.

“Drop Request” means a request by an AES to terminate Generation Service to a Member-Consumer.

“Drop Response” means a response sent by the Cooperative to an AES which submitted a Drop Request that confirms the requested Member-Consumer drop as pending and provides certain Member-Consumer information or, if the Drop Request is denied, provides a reason or invalidation code explaining why the request was denied.

“Energy” refers to “electrical energy.” Energy is usually measured in kilowatt-hours (kWh) or megawatt-hours (MWh).

“Full Requirements Service” means the provision of retail Regulated Electric Service including generation, transmission, distribution, and ancillary services all provided by the Cooperative pursuant to its rates for standard electric service.

(Continued on Sheet No. E-1.04)

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.03)

“*Generation Service*” means the provision of electric power, transmission, and related ancillary services.

“*Interval Demand Meter*” means a meter capable of measuring and recording kW demands and kVAR demands on a sub-hour time interval and hourly integrated basis and measuring energy in kWh on a cumulative basis.

“*Load*” means any end-use device drawing energy from the electric system.

“*Location*” means each Member-Consumer facility, whether owned or leased, where power is delivered by the Cooperative.

“*Maximum Demand*” (also known as “Peak Demand”) means the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Member-Consumer received service under this tariff or another Cooperative retail tariff.

“*Member-Consumer*” means, for purposes of Retail Access Service, a Person with electrical load facilities connected to the Cooperative’s Distribution System and to whom Power is delivered to its Location pursuant to this tariff. All Member-Consumers, regardless of the voltage level of the service, are considered to be connected to the Cooperative’s Distribution System.

“*Open Access Transmission Tariff (OATT)*” means Open Access Transmission Tariff of a Person owning or controlling the Transmission System, on file with the Federal Energy Regulatory Commission, as may be amended from time to time.

“*Person*” means an individual, governmental body, corporation, partnership, association, or other legal entity.

“*Power*” means a combination of the electric Demand and Energy requirements of the Member-Consumer.

(Continued on Sheet No. E-1.05)

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**RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.04)**

“*Retail Access Service*” means the service offered by the Cooperative under applicable laws, regulations, tariffs and agreements, which allows the Member-Consumer to purchase Generation Service from a licensed AES, with Power delivered through the Cooperative’s Distribution System.

“*Regulated Electric Service*” means the services offered by the Cooperative under terms and conditions approved by the Commission.

“*Relevant Market*” means either the Upper Peninsula or the Lower Peninsula of this state.

“*Slamming*” means the act of changing the Member-Consumer’s chosen AES, or changing the Member-Consumer from Full Requirements Service to Generation Service from an AES, without the Member-Consumer’s consent.

“*Switch*” means a Member-Consumer move from one provider of Generation Service to another.

“*Switch Date*” means the date on which the Member-Consumer is actually assigned to a new Generation Service provider for purposes of Energy supply responsibility.

“*Switch Request*” means a request by an AES to switch the Member-Consumer from the Cooperative or another AES to the requesting AES, for Generation Service.

“*Switch Response*” means a response sent by the Cooperative to an AES which submitted a Switch Request that confirms the requested Member-Consumer switch as pending and provides certain Member-Consumer information or, if the Switch Request is denied, provides a reason or invalidation code explaining why the request was denied.

“*Transmission Service Provider*” means a Person that owns, controls and/or operates transmission facilities and provides transmission and related services to the Cooperative including scheduling of power supply resources into the transmission system on behalf of the Cooperative.

(Continued on Sheet No. E-1.06)

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**RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.05)**

“Transmission System” means facilities operated by a Person used for transmitting electric Power to the Distribution Point of Receipt, and subject to the jurisdiction of the Federal Energy Regulatory Commission.

“Uniform Data Transaction” means specific technical arrangements for trading information, initiating business requests and executing other common transactions. These arrangements may encompass a number of electronic media and use specified transport protocols.

(Continued on Sheet No. E-1.07)

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.06)

2.0 MEMBER-CONSUMER SECTION

2.1 Availability

Retail Access Service is available to all existing or new Member-Consumers that meet the terms and conditions of this Retail Access Service tariff and other applicable Cooperative tariffs, subject to contracting with an AES.

2.2 Eligibility

2.2.1 A Member-Consumer's eligibility to take Retail Access Service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts with or tariffs of the Cooperative. Member-Consumers must have satisfied any past due amounts for Regulated Electric Service owed to the Cooperative under any other arrangements or provisions for Regulated Electric Service before taking service under this tariff.

2.2.2 An Individual Member-Consumer who is eligible to be taking service under the Cooperative's Schedule CD or Schedule PSDS, and having a demand meter with a Maximum Demand of at least one (1) MW is eligible to take service under this tariff. An Individual Member-Consumer receiving demand metered service at multiple metering points and who is eligible to be taking service under the Cooperative's Schedule CD may achieve the one (1) MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. All charges or fees specified herein and all related rate schedules apply to aggregated metering points on an individual account basis.

2.3 Member-Consumer Information

Member-Consumers will be provided their own usage and billing information upon request. No fee shall be charged for the first request per calendar year related to a specific Member-Consumer account. An AES must obtain written authorization from the Member-Consumer before the Cooperative will provide an AES with a Member-Consumer's currently available usage and billing information. Subsequent requests by the Member-Consumer or the AES will require a fee of \$30.00 per account that will be billed to the Member-Consumer.

(Continued on Sheet No. E-1.08)

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.07)

2.4 Member-Consumer Enrollment and Switching

- 2.4.1 A Member-Consumer which switches to an AES cannot return to the Cooperative's Full Requirements Service for two years after the switch to the AES has been effectuated. See Return to Service Provision in Section 2.6.
- 2.4.2 A Member-Consumer will specify only one AES at any given time for the supply of Power to each Member-Consumer account or Member-Consumer Location.
- 2.4.3 A Member-Consumer shall be permitted to change AESs. Assuming all other requirements are met, the changes will become effective at the completion of their normal billing cycle. Member-Consumers will be assessed a fee of \$10.00 per Member-Consumer account for each change beyond one (1) within a calendar year. The change will be submitted to the Cooperative by the Member-Consumer's newly chosen AES as a Switch Request.
- 2.4.4 The AES shall submit to the Cooperative a Switch Request via a Uniform Data Transaction after a required ten (10) day Consumer rescission period.
- 2.4.5 The Cooperative will process one (1) valid Switch Request per Member-Consumer per meter reading cycle. Where multiple Switch Requests for the same Member-Consumer are received during the same meter reading cycle, the Cooperative will process the first valid Switch Request received during a meter read cycle. A Switch Response for each rejected Switch Request will be sent to the appropriate AES via a Uniform Data Transaction within three (3) business days.

The Cooperative will normally validate a Switch Request within three (3) business days of the receipt of the Switch Request and will transmit a Switch Response to the AES. As part of the validation process, the Cooperative shall notify the Member-Consumer in writing that a Switch Request has been received and is being processed.

(Continued on Sheet No. E-1.09)

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**RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.08)**

For valid Switch Requests from one AES to another, the Cooperative will at the same time send to the AES currently serving the Member-Consumer, via the appropriate Uniform Data Transaction, notice that the AES's service is to be terminated, including the scheduled Member-Consumer Switch Date. In the event that the Member-Consumer or the new AES cancels the Switch before the Switch Date, the Cooperative will send to the current AES, via appropriate Uniform Data Transaction, notice reinstating the current AES's service unless the current AES has submitted a valid Drop Request.

Cut-off time for the receipt of Switch Requests is eight (8) business days in advance of the Member-Consumer's Switch Date. In the case of errors or omissions in Switch Requests received by the Cooperative, final disposition of exceptions may take up to five (5) business days.

- 2.4.6 Other than in situations where Member-Consumers require new meter installations as part of a Switch, Member-Consumer Switches will be scheduled to take place on the scheduled meter reading date, and will be effective on the actual meter reading date or the date of an estimated meter reading for billing purposes. The Switch Date shall be effective on the next scheduled meter read date that is not less than eight (8) business days after the Switch Request has been confirmed as pending. The AES change shall occur at midnight (00:00) local time at the beginning of the effective date.
- 2.4.7 The Cooperative shall process Drop Requests submitted by AESs in the same manner as it processes Switch Requests, including Member-Consumer notification. AESs shall be subject to the same timing, validation and Uniform Data Transaction requirements for Drop Requests as for Switch Requests. An AES shall inform the Member-Consumer in writing of the submission of a Drop Request.

(Continued on Sheet No. E-1.10)

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2.5 Metering

- 2.5.1 Metering equipment for Member-Consumers taking Retail Access Service shall be furnished, installed, read, maintained, and owned by the Cooperative.
- 2.5.2 Member-Consumers shall be required to have an Interval Demand Meter at each metering point.
- 2.5.3 If a new Interval Demand Meter is required, time and material costs to install it will be assessed to the Member-Consumer.
- 2.5.4 The Cooperative may require that the meter be read via telephone. In such cases, Member-Consumers will be required to provide a telephone connection for purposes of meter interrogation by the Cooperative. If a Member-Consumer is not able to allow sharing of a telephone connection, the Member-Consumer may be required to obtain a separate telephone connection for such purposes. The Member-Consumer is responsible for assuring the performance of the telephone connection. The Member-Consumer shall be responsible for all costs of the required telephone connection.
- 2.5.5 In cases where a telephone connection used by the Cooperative for meter interrogation is out of service, the Cooperative may retrieve the data manually for a nominal monthly fee of \$40.00 payable by the Member-Consumer. In the event that the telephone connection is out for three consecutive billing months, the Member-Consumer's Retail Access Service may be terminated and the Member-Consumer will be returned to service under the Cooperative's Full Requirements Service tariffs subject to the provisions of Section 2.6, unless said outage is due to non-performance by the telecommunications service provider.
- 2.5.6 Energy consumption and Demand for settlement purposes shall be based on the data from the Interval Demand Meters.

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2.5.7 Where monthly metered Energy data is not available due to metering errors, malfunctions, or otherwise, the billing quantities will be estimated by the Cooperative using the available historical data and other relevant information for the Member-Consumer.

2.6 Return to Full Requirements Service

2.6.1 A Member-Consumer which switches to an AES cannot return to the Cooperative's Full Requirements Service for two (2) years after the switch to the AES has been effectuated. After such two (2) year period, a Member-Consumer may return to full service after giving the Cooperative at least 30 days written notice, unless the Member-Consumer wants to take service during the summer months of June through September, in which case the Member-Consumer must give the Cooperative notice no later than the preceding December 1. The Cooperative will return the Member-Consumer to Full Requirements Service following the notice period. Said notice period commences with the beginning of the Member-Consumer's billing cycle following receipt of the Member-Consumer's written notice of intent to return to Full Requirements Service. If the Member-Consumer returns to the Cooperative's Full Requirements Service for any reason prior to such two (2) year period or prior to the expiration of the notice period, the Member-Consumer's rate will be determined as the greater of:

- A. The charges for Default Service plus the applicable Retail Access Service rate, or
- B. 110% of the applicable Full Requirements Service Rate.

2.6.2 A Member-Consumer, having given notice of its intent to return to Full Requirements Service under Section 2.6.1, will receive Cooperative Default Service if, at any time during the notice period, it discontinues purchasing Generation Service from an AES.

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- 2.6.3 A Member-Consumer taking Default Service under the provisions of Section 2.6.2 may switch to another AES as provided in Section 2.4 at any point during the period that they are on Default Service.
- 2.6.4 The AES shall transmit a Member-Consumer Drop Request to the Cooperative via a Uniform Data Transaction when the Member-Consumer requests return to Full Requirements Service or when AES service is not being continued for any reason. The AES shall inform the Member-Consumer of the Drop Request in writing.
- 2.6.5 The Cooperative will normally validate a Drop Request within three (3) business days of the receipt of the Drop Request and will transmit a Drop Response to the AES. As part of the validation process, the Cooperative will notify the Member-Consumer in writing that a Drop Request has been received and is being processed.
- 2.6.6 The Switch from AES to Full Requirements Service will be processed on the next meter read date after the AES submits the necessary Drop Request to the Cooperative, provided that the requirements of Section 2.6.1 are met. If the requirements of Section 2.6.1 are not met, then the Member-Consumer will be switched to Cooperative Default Service until said requirements are met. The Switch shall occur at midnight (00:00) local time at the beginning of the effective date.
- 2.6.7 A Member-Consumer returning to Full Requirements Service must remain on such service for the minimum term stated in the applicable Full Requirements Service tariff, but not less than twelve (12) months.
- 2.6.8 In the event of Slamming from Full Requirements Service, a Member-Consumer who desires to return to Full Requirements Service may do so. The Cooperative will waive the twelve (12) month minimum term requirements. The Cooperative's Default Service does not apply to such Member-Consumers.

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2.6.9 In the event a Member-Consumer is dropped by the AES due to the bankruptcy of the AES or upon the complete withdrawal of the AES from the Relevant Market, the Member-Consumer may receive Default Service from the Cooperative for not more than three (3) full billing cycles. By the end of that time period, the Member-Consumer must either have a Switch Request completed on their behalf as provided in Section 2.4, or give notice of its intent to return to Full Requirements Service as provided in Section 2.6.1. A Member-Consumer that does not arrange for Generation Service from a different AES or give notice of its intent to return to Full Requirements Service within three (3) months shall be disconnected.

2.7 Billing and Payment

2.7.1 The Cooperative will bill the Member-Consumer for Retail Access Service as outlined in Section 3.3 of this tariff.

2.7.2 The Member-Consumer shall pay the Cooperative the amount billed by the Cooperative on or before a due date established by Member-Consumer billing rules approved by the Commission in accordance with the Commission's consumer standards and billing practices, R 460.1601 et seq., as amended, for nonresidential Consumers.

2.7.3 Where incorrect billing results from an error discovered by either the Cooperative, the AES or the Member-Consumer, the error will be corrected and revised bills, as appropriate for the Member-Consumer and/or AES, will be calculated and settled on the next billing period after the error is discovered. Billing errors discovered by the Cooperative shall be adjusted as provided for in the Commission's applicable billing rules.

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2.8 Disconnection of Service

The Cooperative is the only Person allowed to physically disconnect service to a Member-Consumer. Disconnection of service to a Member-Consumer for non-payment of the Cooperative's bill or for any violation of the Cooperative's tariffs shall be in accordance with applicable Commission rules and Cooperative tariffs. The Cooperative shall notify the AES in writing of the intent to disconnect and the date and time of actual disconnection. The Cooperative shall not be liable for any losses to the AES due to disconnection.

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3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

3.1 Availability

The AES will not be eligible to enroll Member-Consumers unless and until the following conditions have been satisfied and continue to be satisfied. The AES has sole responsibility for conditions 3.1.1, 3.1.2, and 3.1.3. The Cooperative will check and verify conditions 3.1.4 and 3.1.5.

- 3.1.1 The AES has been granted a license by the Commission.
- 3.1.2 The AES has obtained and maintains a Member-Consumer-signed Enrollment indicating that the Member-Consumer has chosen to switch its Generation Service to the AES.
- 3.1.3 The AES has executed agreements with the appropriate Transmission Service Provider(s).
- 3.1.4 The AES has demonstrated its capability to meet the Cooperative's defined standards and protocols for Uniform Data Transactions.
- 3.1.5 The AES has executed a Retail Access Service agreement (which may include, but is not limited to, a portfolio of Member-Consumers, negotiated services, etc.) with the Cooperative and complied with the Cooperative's Member-Consumer enrollment requirements to prevent Slamming.

3.2 Switch and Drop Requests

- 3.2.1 Switch Requests and Drop Requests will be handled in accordance with Section 2.4 of this tariff and will be accepted for processing by the Cooperative.

(Continued on Sheet No. E-1.16)

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3.2.2 When a Member-Consumer requests to discontinue receiving Generation Service from the AES or when the AES's service is being discontinued for any reason, the AES shall transmit a Member-Consumer Drop Request to the Cooperative via a Uniform Data Transaction within no more than three (3) business days.

3.3 Billing

3.3.1 Unless otherwise agreed, the Cooperative and the AES will separately bill the Member-Consumer for the respective services provided by each. The Member-Consumer will receive separate bills for services provided and is responsible for making payments to the Cooperative for service provided in accordance with requirements of the Cooperative as set forth in the applicable billing rules and Commission approved tariffs.

3.3.2 The Cooperative may elect to offer a service where it bills the Member-Consumer for services that the Cooperative provides as well as services provided by the AES. If the Cooperative bills for AES charges, the following conditions will apply:

1. The Cooperative and the AES must have entered into a billing agreement that specifies the terms and conditions under which such billing will occur.
2. Any discrepancies in charges collected and remitted will be corrected and reflected in the subsequent billing cycles.
3. Payments received from or on behalf of a Member-Consumer shall be applied in the following order:
 1. To the Member-Consumer's past due balance owed the Cooperative,
 2. To current balances due the Cooperative,
 3. To current balances due the Cooperative for other charges such as facilities or loan agreements, and
 4. To the AES for all balances due for services provided.

(Continued on Sheet No. E-1.17)

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(Continued from Sheet No. E-1.17)

- 3.4.4 The AES will pay the Cooperative under applicable tariffs for all applicable ancillary services, emergency energy services, standby and backup services provided by the Cooperative to the AES for the AES's Member-Consumer(s) from the service commencement date to the service termination date.
- 3.4.5 The Cooperative shall bill the AES for all associated switching fees incurred as a result of Slamming by the AES plus the actual administrative cost incurred for switching a slammed Member-Consumer from one rate service to another.
- 3.4.6 An AES shall not resell Member-Consumer account information or transfer it to other parties for any other purpose. The Cooperative will only release Member-Consumer data to the Member-Consumer or its authorized representative, which may be the AES.

3.5 Distribution Power Losses

The Alternative Electric Supplier is responsible for replacing losses associated with the delivery of Power to the Member-Consumer's meter. The amount that the AES shall cause to be delivered to the Cooperative's Distribution System will be the amount of Power delivered at the Member-Consumer's meter plus an amount to reflect loss factors. For calendar year 2004, the loss factors were:

Primary Service	3.0%
Secondary	7.5%
Primary Substation	0

Please contact the Cooperative to obtain the applicable loss factors for the current billing period.

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.18)

4.0 DISPUTE RESOLUTION

- 4.1 The Cooperative shall have no duty or obligation to resolve any complaints or disputes between AESs and Member-Consumers.
- 4.2 The Cooperative shall have no duty or obligation to resolve any complaints or disputes between AESs or Member-Consumers and their Transmission Service Provider(s). Disputes involving a Transmission Service Provider's OATT shall be resolved using the dispute resolution procedures as described in the OATT.
- 4.3 In the event the AES has a dispute over the implementation of the Cooperative's Retail Access Service, then the AES shall provide the Cooperative with a statement of the dispute and the proposed resolution to the designated Cooperative contact. Upon receipt of the statement of dispute, the Cooperative shall attempt to resolve the dispute according to the following process:
- 4.3.1 The Cooperative will investigate the dispute and attempt to resolve the dispute informally in a manner that is satisfactory to both parties within five (5) business days of initial receipt of the statement of dispute.
- 4.3.2 If the dispute is not resolved in five (5) business days, the parties shall attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior representatives shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, the dispute may, on demand of either party, be submitted to arbitration as provided in this section.
- 4.3.3 The dispute, if mutually agreed by the parties, may be submitted for resolution in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the parties.
- 4.3.4 The arbitrator may be determined by AAA.

(Continued on Sheet No. E-1.20)

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(Continued from Sheet No. E-1.19)**

- 4.3.5 The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the parties.
- 4.4 Nothing in this section shall restrict the rights of any party to seek resolution of the dispute with the appropriate regulatory agency with jurisdiction.

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.20)

5.0 LIABILITY AND EXCLUSIONS

- 5.1 In no event will the Cooperative or its suppliers be liable under any cause of action relating to the subject matter of this tariff, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or claims of AESs or Member-Consumers.
- 5.2 The Cooperative will not be liable to an AES or Member-Consumer for damages caused by interruption of service, voltage or frequency variations, single-phase supply to three-phase lines, reversal of phase rotation, or carrier-current frequencies imposed by the Cooperative for system operations or equipment control, except such as result from the failure of the Cooperative to exercise reasonable care and skill in furnishing the service.
- 5.3 In no event will Cooperative be liable to an AES or Member-Consumer for loss of revenue or other losses due to meter or calculation errors or malfunctions. The Cooperative's sole obligation and the AES's or Member-Consumer's sole remedy will be for the Cooperative to repair or replace the meter and prepare revised bills as described in Section 2.7.3.

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**RETAIL ACCESS STANDBY SERVICE
SCHEDULE RASS**

Availability

This schedule is available on a best efforts basis only to Member-Consumers of the Cooperative receiving service under Large Power Service Rate-Choice (Schedule CD-C) or Primary Service Rate-Choice (Schedule PSDS-C). This is in addition to the Member-Consumer's applicable Choice tariff.

Nature of Service

Service under this schedule is only available on a best efforts basis to the Member-Consumer when an Alternative Electric Supplier (AES) has ceased service to the Member-Consumer. The Member-Consumer may arrange to return to Full Requirements Service by following the procedures detailed in the Cooperative's *Retail Access Service Tariff*, subject to the terms and conditions set forth in said tariff.

Standby Service under this schedule does not include net under- or over- deliveries of Energy that result when Energy is delivered on behalf of a Member-Consumer but deviates from the Member-Consumer's scheduled Energy requirements plus applicable provisions for line losses. Any change in the Member-Consumer's Energy schedule must be reported to the Transmission Service Provider according to the provisions in the applicable Open Access Transmission Tariff (OATT). These charges represent Schedule 4 ancillary services and will be summarized each month with payment to the Member-Consumer or due from the Member-Consumer per the calculation.

Charges for Service

The charges for this service shall be equal to the Cooperative's out-of-pocket cost of standby power delivered to the Member-Consumer, plus a service fee of one-cent (\$0.01) per kWh delivered to the Member-Consumer.

The Cooperative's out-of-pocket cost shall be equal to the amount it is billed by its wholesale supplier for Standby Service delivered to the Member-Consumer.

(Continued on Sheet No. E-2.01)

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**RETAIL ACCESS STANDBY SERVICE
SCHEDULE RASS
(Continued from Sheet No. E-2.00)**

Terms of Payment

Monthly bills for Standby Service rendered by the Cooperative are due and payable on or before the due date listed on the bill.

The above rates are net. A one-time late payment charge of five (5%) percent of the unpaid balance, excluding sales tax, will be assessed on any bill for Standby Service not paid by the due date.

The Cooperative will not collect any monies on behalf of any AES, retailer or other third party without a written agreement between the Cooperative, the Member-Consumer and the third party.

Third Party Disputes

The Cooperative has no obligation or duty to intervene, mediate or participate in contractual disputes between the Member-Consumer and its AES Supplier or third parties. Further, the Cooperative will not shut off service or otherwise enforce any provision of a contract between the Member-Consumer and any third party.

Tax Adjustment

Bills shall be increased or decreased within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to offset such special charges and thereby prevent other Member-Consumers from being compelled to share such local increases or decreases.

Bills shall be adjusted to offset any new, increased or decreased specific tax or excise imposed by any governmental authority, which increases or decreases the Cooperative's cost of providing electric service.

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SECTION F
STANDARD CUSTOMER FORMS INDEX

http://www.homeworks.org/1_Electric/Rates_Regulations.html

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