THUMB ELECTRIC COOPERATIVE

RATE BOOK
FOR
ELECTRIC SERVICE

These Standard Rules and Regulations and Rate Schedules contained herein have been adopted by the Cooperative to govern its relations with Member-Consumers and have been approved by the Board of Directors of Thumb Electric Cooperative as an integral part of its Rate Book for Electric Service.

Copies of the Cooperative's Rate Book for Electric Service are available on Thumb Electric Cooperative's website at the following website address:

http://www.tecmi.coop/tec-electric-rate-book

Territory

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. 4 - Electric

INDEX
SECTION A

	Sheet No.
Title Page	A-1.00
Index	A-2.00
Table of Contents – Checklist	A-3.00
Townships Served	A-4.00
Franchise Map	A-5.00
Definitions, Technical Terms & Abbreviations	A-6.00

SECTION B
ADMINISTRATIVE RULES INDEX

http://dmbinternet.state.mi.us/DMB/DTMBORR/AdminCode.aspx?AdminCode=Department&Dpt=LR&Level_1=Public+Service+Commission

B1.	TECHNICAL STANDARDS FOR ELECTRIC SERVICE (R 460.3101 - R 460.3804) (FOR ALL CUSTOMERS) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1625_2016-018LR_AdminCode.pdf*	B-1.00
B2.	CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND GAS RESIDENTIAL SERVICE (R 460.101 - R 460.169) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf*	B-3.00
B3.	UNCOLLECTIBLES ALLOWANCE RECOVERY FUND (R 460. 2601 - R 460.2625) (RESIDENTIAL CUSTOMERS) (**Rescinded**) ***http://w3.lara.state.mi.us/orrsearch/108_09_AdminCode.pdf***	B-5.00
B4.	BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 – R 460.1640) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1364_2014-037LR_AdminCode.pdf*	B-5.00
B5.	UNDERGROUND ELECTRIC LINES (R 460.511 - R 460.519) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/824_10790_AdminCode.pdf*	B-7.00
B6.	ELECTRICAL SUPPLY AND COMMUNICATION LINES AND ASSOCIATED EQUIPMENT (R 460.811 - R 460.814) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1683_2017-007LR_AdminCode.pdf*	B-7.00
B7.	RULES AND REGULATIONS GOVERNING ANIMAL CONTACT CURRENT MITIGATION (STRAY VOLTAGE) (R 460.2701 - R 460.2707) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/838_10804_AdminCode.pdf*	B-8.00
B8.	ELECTRIC INTERCONNECTION AND NET METERING STANDARDS (R 460.601a - R 460.656) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/825_10791_AdminCode.pdf*	B-8.00
B9.	SERVICE QUALITY AND RELIABILITY STANDARDS FOR ELECTRIC DISTRIBUTION SYSTEMS (R 460.701 - R 460.752) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/826_10792_AdminCode.pdf*	B-9.00
B10.	PRACTICE AND PROCEDURE BEFORE THE COMMISSION (R 460.17101 - R 460.17701) ***http://w3.lara.state.mi.us/orrsearch/934_2009-046LR_AdminCode.pdf***	B-9.00
B11.	FILING PROCEDURES FOR ELECTRIC, WASTEWATER, STEAM AND GAS UTILITIES (R 460.2011 - R 460.2031) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/832_10798_AdminCode.pdf*	B-10.00
B12.	RESIDENTIAL CONSERVATION PROGRAM STANDARDS (R 460.2401 - R 460.2414) - Rescinded *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/835_10801_AdminCode.pdf*	B-10.00
B13.	PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES (R 460.2501 - R 460.2582) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1679_2017-003LR_AdminCode.pdf*	B-10.00
B14.	UNIFORM SYSTEM OF ACCOUNTS FOR MAJOR AND NONMAJOR ELECTRIC UTILITIES (R 460.9001) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/840_10806_AdminCode.pdf*	B-10.00
B15.	RATE CASE FILING REQUIREMENTS FOR MAJOR ELECTRIC UTILITIES http://www.michigan.gov/documents/mpsc/U-4771_05-10-1976_586636_7.PDF	B-10.00

(Continued on Sheet No. A-2.01)

INDEX

(Continued From Sheet No. A-2.00)

SECTION C
STANDARD RULES AND REGULATIONS

	Sheet No.
PART I - INTRODUCTION	C-1.00
PART II - TERMS AND CONDITIONS OF SERVICE	C-1.00
A. Membership and Electric Service	C-1.00
B. Ownership and Responsibility	C-1.00
1. Cooperative Owned Facilities	C-1.00
a. Access to Premises	C-1.00
b. Use of Facilities	C-1.00
c. Protection	C-2.00
2. Member-Consumer Owned Facilities	C-2.00
C. Use of Service	C-2.00
1. Notice of Intent	C-2.00
a. Application	C-2.00
b. Termination	C-3.00
2. Conditions of Use	C-3.00
3. Nonstandard Service	C-3.00
4. Resale of Electric Energy	C-3.00
5. Service to Single Metering Points	C-3.00
6. Point of Attachment	C-4.00
7. Service to House Trailers, Van, or Buses Used as Dwelling Units	C-4.00
D. Nature and Quality of Service	C-4.00
E. Metering and Metering Equipment	C-5.00
1. Meter Testing	C-5.00
a. Routine Tests	C-5.00
b. Tests Requested by Member-Consumer	C-5.00
c. Failure to Register	C-5.00
2. Location of Meters	C-5.00
F. Special Charges	C-6.00

(Continued on Sheet No. A-2.02)

INDEX

(Continued From Sheet No. A-2.01)

SECTION C
STANDARD RULES AND REGULATIONS (Contd)

	Sheet No.
G. Other Conditions of Service	C-6.00
1. Service Disconnect	C-6.00
a. At Member-Consumer's Request	C-6.00
(1) Upon Termination	C-6.00
(2) For Repairs	C-6.00
b. At the Cooperative's Option – Commercial and Industrial	C-6.00
(1) With Due Notice	C-6.00
(2) Without Notice	C-7.00
(3) Reconnect	C-7.00
2. Rate Application	C-7.00
a. Selection of Rates	C-7.00
b. Apartment Buildings and Multiple Dwellings	C-7.00
(1) Apartment Buildings or Multiple Dwellings Containing Three or Four Apartments	C-7.00
(2) Apartment Buildings or Multiple Dwellings Containing Five or More Apartments	C-7.00
(3) Master Metering	C-7.00
c. Homes or Dormitories for Groups Other than Private Family Units	C-8.00
d. Farm Service	C-8.00
e. Year-Around Service	C-8.00
f. Seasonal Service	C-8.00
3. Deposits – Commercial and Industrial	C-8.00
a. Member-Consumer Deposits – New Member-Consumers	C-8.00
b. Member-Consumer Deposits – Existing Member-Consumers	C-8.00
c. Deposit Requirements	C-8.00
PART III - CONSTRUCTION POLICY	C-9.00
A. Overhead Extension Policy	C-10.00
1. Residential & Farm Service	C-10.00
a. Standard Allowances and Member-Consumer Advances for Construction	C-10.00
b. Measurement	C-10.00
c. Refunds of Advances	C-10.00
2. Commercial or Industrial Service	C-10.00
a. Cooperative Financed Extensions	C-10.00
b. Charges	C-10.00
c. Refunds	C-10.00
(1) Original Member-Consumer	C-11.00
(2) Additional New Member-Consumers	C-11.00
3. Service Extensions to Loads of Questionable Permanence	C-11.00
a. Charges	C-11.00
b. Refunds	C-11.00
(1) Year-to-year for the first four years of the deposit period	C-11.00
(2) The final year of the five-year refund period	C-11.00

(Continued on Sheet No. A-2.03)

INDEX

(Continued From Sheet No. A-2.02)

SECTION C
STANDARD RULES AND REGULATIONS (Contd)

	Sheet No.
B. Underground Extension Policy	C-12.00
1. General	C-12.00
2. Residential Service	C-13.00
a. New Platted Subdivisions	C-13.00
(1) Distribution System	C-13.00
(a) Charges	C-13.00
(b) Refunds	C-13.00
(c) Measurement	C-14.00
(2) Service Laterals	C-14.00
(a) Contribution	C-14.00
(b) Measurement	C-14.00
b. Other Residential Underground Facilities	C-14.00
(1) Extension of Existing Distribution Systems in Platted Subdivisions	C-14.00
(a) Charges (In Addition to Those Charges Set Forth in Part III, A, 1, a)	C-15.00
(b) Refunds	C-15.00
(c) Measurement	C-15.00
(2) Distribution Systems in Unplatted Areas	C-15.00
(a) Contribution	C-15.00
(3) Service Laterals	C-15.00
(a) Contribution	C-15.00
(b) Measurement	C-15.00
3. Nonresidential Service	C-16.00
a. Commercial Service	C-16.00
(1) Contribution	C-16.00
(2) Measurement	C-17.00
b. Industrial Service	C-17.00
(1) Contribution	C-17.00
c. Mobile Home Parks	C-17.00
(1) Contribution	C-18.00
(a) Primary and Secondary Extensions	C-18.00
(b) Service Loops or Laterals	C-18.00
(c) Transformers	C-18.00
(d) Measurement	C-18.00
4. Other Conditions	C-18.00
a. Obstacles to Construction	C-18.00
b. Contributions	C-18.00
c. Geographical Exceptions	C-18.00
d. Replacement of Overhead Facilities	C-18.00
e. Underground Installations for Cooperative's Convenience	C-18.00
f. Underground Extensions on Adjacent Lands	C-19.00
g. Local Ordinances	C-19.00

(Continued on Sheet No. A-2.04)

INDEX

(Continued From Sheet No. A-2.03)

Section C
STANDARD RULES AND REGULATIONS (Contd)

	Sheet No.
C. Miscellaneous General Construction Policy	C-19.00
1. Easements and Permits	C-19.00
a. New Residential Subdivisions	C-19.00
b. Other Easement and Permits	C-19.00
2. Temporary Service	C-19.00
3. Moving of Buildings or Equipment	C-19.00
a. Contribution	C-19.00
b. Within regular working hours	C-20.00
c. Outside regular working hours	C-20.00
4. Relocation of Facilities	C-20.00
5. Construction Schedules	C-21.00
6. Design of Facilities	C-21.00
7. Billing	C-21.00
PART IV - EMERGENCY ELECTRICAL PROCEDURES	C-21.00
A. General	C-21.00
B. Sudden or Unanticipated Short-Term Capacity Shortage	C-22.00
C. Anticipated or Predictable Short-Term Capacity Shortages in the Cooperative System	C-22.00
D. Long-Term Capacity or Fuel Shortage	C-23.00
E. Emergency Procedures of Wholesale Suppliers	C-23.00
PART V – MEMBER DATA PRIVACY	**C-24.00**
A. Data Privacy - Definitions	**C-24.00**
B. Collection and Use of Data and Information	**C-25.00**
C. Disclosure Without Member Consent	**C-25.00**
D. Disclosure to Cooperative Agents and Contractors	**C-25.00**
E. Member Access to Data	**C-26.00**
F. Member Notice of Privacy Policies	**C-26.00**
G. Limitation of Liability	**C-26.00**

(Continued on Sheet No. A-2.05)

INDEX

(Continued From Sheet No. A-2.04)

SECTION D
RATE SCHEDULES

	Sheet No.
General Terms and Conditions of the Rate Schedules	D-1.00
RESERVED FOR FUTURE USE	D-1.01
Definition of Time Periods Used in Time-of-Day Rates	D-2.00
Requirements for Operation of Parallel Generation Facilities	D-3.00
Schedule A - Farm and Home Service	D-4.00
Schedule A-TOD - Optional Farm and Home Time-of-Day Service	D-5.00
Schedule A-S – Seasonal and Low Usage Farm & Home Service	D-6.00
Schedule SGS – Seasonal and Low Usage General Service	D-7.00
Schedule GS – General Service	D-8.00
Schedule GS-TOD – Optional General Time-of-Day Service	D-9.00
Schedule LGS – Large General Service	D-10.00
Schedule LPDS - Large Power Distribution Substation	D-11.00
Schedule PL – Outdoor Protective Lighting Service	D-12.00
Schedule CWH – Controlled Water Heater Service	D-13.00
RESERVED FOR FUTURE USE	D-14.00
Schedule IEH – Interruptible Electric Heating Service	D-15.00
Schedule ES – Energy Storage	D-16.00
Requirements for Pole Attachments	D-17.00
RESERVED FOR FUTURE USE	D-18.00
Schedule LGS-C – Large General Service Rate-Choice	D-19.00
RESERVED FOR FUTURE USE	D-20.00
Power Supply Cost Recovery Clause	D-20.01
Energy Waste Reduction Program Clause	D-20.03
Low Income Energy Assistance Funding Factor	D-20.04
Schedule LPDS-C – Large Power Distribution Substation Rate-Choice	D-21.00
Schedule SB – Supplemental Electric Service	D-22.00
Net Metering Program – Generators With A Capacity Of 20 KW And Less	D-23.00
RESERVED FOR FUTURE USE	D-23.10
Distributed Renewable Energy Program – Generators With A Capacity Of 20 KW And Less	**D-23.20**
Distributed Renewable Energy Program – Generators With A Capacity Greater Than 20 KW And Not More Thank 150 KW	**D-23.30**
Schedule DRE - Distributed Renewable Energy Program On And After December 1, 2025 – Generators With A Capacity Of 20 KW And Less	**D-23.40**
Schedule LRE - Large Renewable Energy Program On And After December 1, 2025 – Generators With A Capacity Greater Than 20 KW And Not More Than 1 MW	**D-23.50**
Green Thumb Renewable Energy - Rider	D-24.00
Schedule CAC - Controlled Central Air Conditioning Service	D-25.00
Schedule TSB – Transmission Standby Service	D-26.00
Schedule BASA – Renewable Energy Purchase and Sale Program (Buy-All/Sell-All)	D-27.00
Community Solar Program	D-28.00

(Continued on Sheet No. A-2.06)

INDEX

(Continued From Sheet No. A-2.05)

SECTION E
RETAIL ACCESS

	Sheet No.
Retail Access Service Tariff	E-1.00
1.0 Introduction and Definitions	E-1.00
1.1 The Member-Consumer Role	E-1.00
1.2 The Alternative Electric Supplier Role	E-1.00
1.3 Transmission Service Provider Role	E-1.01
1.4 Cooperative Role	E-1.01
1.5 Definitions	E-1.01
2.0 Member-Consumer Section	E-1.04
2.1 Availability	E-1.04
2.2 Eligibility	E-1.04
2.3 Member-Consumer Information	E-1.04
2.4 Member-Consumer Enrollment and Switching	E-1.04
2.5 Metering	E-1.05
2.6 Return to Full Requirements Service	E-1.06
2.7 Billing and Payment	E-1.07
2.8 Disconnection of Service	E-1.07
3.0 Alternative Electric Supplier Section	E-1.08
3.1 Availability	E-1.08
3.2 Switch and Drop Requests	E-1.08
3.3 Billing	E-1.08
3.4 Terms and Conditions of Service	E-1.09
3.5 Distribution Power Losses	E-1.09
4.0 Dispute Resolution	E-1.10
5.0 Liability and Exclusions	E-1.11
Schedule RASS – Retail Access Standby Service	E-2.00

TABLE OF CONTENTS – CHECKLIST

Sheet No.	Sheet Effective Date
Original Sheet No. A-1.00	November 28, 2016
First Revised Sheet No. A-2.00	November 27, 2017
Original Sheet No. A-2.01	November 28, 2016
Original Sheet No. A-2.02	November 28, 2016
Original Sheet No. A-2.03	November 28, 2016
First Revised Sheet No. A-2.04	August 21, 2018
Fifth Revised Sheet No. A-2.05	**June 15, 2026**
Original Sheet No. A-2.06	November 28, 2016
Twenty-First Revised Sheet No. A-3.00	**June 15, 2026**
Eighth Revised Sheet No. A-3.01	**June 15, 2026**
Twenty-First Revised Sheet No. A-3.02	**June 15, 2026**
Original Sheet No. A-3.03	January 4, 2019
Original Sheet No. A-4.00	November 28, 2016
Original Sheet No. A-5.00	November 28, 2016
Original Sheet No. A-6.00	November 28, 2016
Original Sheet No. A-6.01	November 28, 2016
First Revised Sheet No. B-1.00	November 27, 2017
First Revised Sheet No. B-2.00	November 27, 2017
First Revised Sheet No. B-3.00	November 27, 2017
First Revised Sheet No. B-4.00	November 27, 2017
First Revised Sheet No. B-5.00	November 27, 2017
First Revised Sheet No. B-6.00	November 27, 2017
First Revised Sheet No. B-7.00	November 27, 2017
First Revised Sheet No. B-8.00	November 27, 2017
First Revised Sheet No. B-9.00	November 27, 2017
First Revised Sheet No. B-10.00	November 27, 2017
Original Sheet No. C-1.00	November 28, 2016
Original Sheet No. C-2.00	November 28, 2016
Original Sheet No. C-3.00	November 28, 2016
Original Sheet No. C-4.00	November 28, 2016
Original Sheet No. C-5.00	November 28, 2016
First Revised Sheet No. C-6.00	February 1, 2025
Original Sheet No. C-7.00	November 28, 2016
Original Sheet No. C-8.00	November 28, 2016
First Revised Sheet No. C-9.00	July 1, 2021
Original Sheet No. C-10.00	November 28, 2016
First Revised Sheet No. C-11.00	January 1, 2018
Original Sheet No. C-12.00	November 28, 2016
Original Sheet No. C-13.00	November 28, 2016
Original Sheet No. C-14.00	November 28, 2016

(Continued On Sheet No. A-3.01)

TABLE OF CONTENTS – CHECKLIST

(Continued From Sheet No. A-3.00)

Sheet No.	Sheet Effective Date
Original Sheet No. C-15.00	November 28, 2016
Original Sheet No. C-16.00	November 28, 2016
Original Sheet No. C-17.00	November 28, 2016
Original Sheet No. C-18.00	November 28, 2016
Original Sheet No. C-19.00	November 28, 2016
Original Sheet No. C-20.00	November 28, 2016
Original Sheet No. C-21.00	November 28, 2016
Original Sheet No. C-22.00	November 28, 2016
Original Sheet No. C-23.00	November 28, 2016
First Revised Sheet No. C-24.00	August 16, 2019
Original Sheet No. C-25.00	August 21, 2018
Original Sheet No. C-26.00	August 21, 2018
Original Sheet No. D-1.00	November 28, 2016
Original Sheet No. D-1.01	November 28, 2016
Original Sheet No. D-2.00	November 28, 2016
Original Sheet No. D-3.00	November 28, 2016
Original Sheet No. D-3.01	November 28, 2016
Fifth Revised Sheet No. D-4.00	February 1, 2025
Fifth Revised Sheet No. D-5.00	February 1, 2025
Fifth Revised Sheet No. D-6.00	February 1, 2025
Original Sheet No. D-6.01	November 28, 2016
Fifth Revised Sheet No. D-7.00	February 1, 2025
Original Sheet No. D-7.01	November 28, 2016
Fifth Revised Sheet No. D-8.00	February 1, 2025
Fifth Revised Sheet No. D-9.00	February 1, 2025
Original Sheet No. D-9.01	November 28, 2016
Sixth Revised Sheet No. D-10.00	**June 15, 2026**
Original Sheet No. D-10.01	November 28, 2016
Sixth Revised Sheet No. D-11.00	**June 15, 2026**
Original Sheet No. D-11.01	November 28, 2016
Original Sheet No. D-12.00	November 28, 2016
Fifth Revised Sheet No. D-12.01	February 1, 2025
First Revised Sheet No. D-12.02	February 1, 2025
Fourth Revised Sheet No. D-13.00	February 1, 2025
First Revised Sheet No. D-14.00	April 1, 2018
Fourth Revised Sheet No. D-15.00	February 1, 2025
Fifth Revised Sheet No. D-16.00	February 1, 2025
Second Revised Sheet No. D-17.00	February 1, 2025
Original Sheet No. D-18.00	November 28, 2016

(Continued On Sheet No. A-3.02)

TABLE OF CONTENTS – CHECKLIST

(Continued From Sheet No. A-3.01)

Sheet No.	Sheet Effective Date
Original Sheet No. D-19.00	November 28, 2016
Original Sheet No. D-19.01	November 28, 2016
Original Sheet No. D-19.02	November 28, 2016
First Revised Sheet No. D-20.00	February 1, 2025
Sheet No. D-20.01	
Ninth Revised Sheet No. D-20.02	February 1, 2025
Third Revised Sheet No. D-20.03	February 1, 2026
Ninth Revised Sheet No. D-20.04	September 1, 2025
Original Sheet No. D-21.00	November 28, 2016
Original Sheet No. D-21.01	November 28, 2016
Original Sheet No. D-21.02	November 28, 2016
Second Revised Sheet No. D-22.00	**June 15, 2026**
First Revised Sheet No. D-22.01	January 1, 2018
First Revised Sheet No. D-23.00	April 1, 2018
Original Sheet No. D-23.01	November 28, 2016
Second Revised Sheet No. D-23.10	February 1, 2025
First Revised Sheet No. D-23.20	**June 15, 2026**
Second Revised Sheet No. D-23.21	**June 15, 2026**
First Revised Sheet No. D-23.30	**June 15, 2026**
First Revised Sheet No. D-23.31	**June 15, 2026**
Second Revised Sheet No. D-23.32	**June 15, 2026**
Original Sheet No. D-23.40	**June 15, 2026**
Original Sheet No. D-23.41	**June 15, 2026**
Original Sheet No. D-23.50	**June 15, 2026**
Original Sheet No. D-23.51	**June 15, 2026**
Original Sheet No. D-23.52	**June 15, 2026**
Second Revised Sheet No. D-24.00	**June 15, 2026**
Third Revised Sheet No. D-25.00	February 1, 2024
Third Revised Sheet No. D-26.00	February 1, 2025
Original Sheet No. D-26.01	November 28, 2016
Second Revised Sheet No. D-27.00	**June 15, 2026**
Second Revised Sheet No. D-27.01	**June 15, 2026**
First Revised Sheet No. D-28.00	**June 15, 2026**
First Revised Sheet No. D-28.01	**June 15, 2026**

TABLE OF CONTENTS – CHECKLIST

(Continued From Sheet No. A-3.02)

Sheet No.	Sheet Effective Date
Original Sheet No. E-1.00	November 28, 2016
Original Sheet No. E-1.01	November 28, 2016
Original Sheet No. E-1.02	November 28, 2016
Original Sheet No. E-1.03	November 28, 2016
Original Sheet No. E-1.04	November 28, 2016
Original Sheet No. E-1.05	November 28, 2016
Original Sheet No. E-1.06	November 28, 2016
Original Sheet No. E-1.07	November 28, 2016
Original Sheet No. E-1.08	November 28, 2016
Original Sheet No. E-1.09	November 28, 2016
Original Sheet No. E-1.10	November 28, 2016
Original Sheet No. E-1.11	November 28, 2016
Original Sheet No. E-2.00	November 28, 2016

TOWNSHIPS SERVED

HURON COUNTY

Bingham	Grant	Port Austin
Bloomfield	Hume	Rubicon
Brookfield	Huron	Sand Beach
Caseville	Lake	Sebewaing
Chandler	Lincoln	Sheridan
Colfax	McKinley	Sherman
Dwight	Meade	Sigel
Fair Haven	Oliver	Verona
Gore	Paris	Winsor

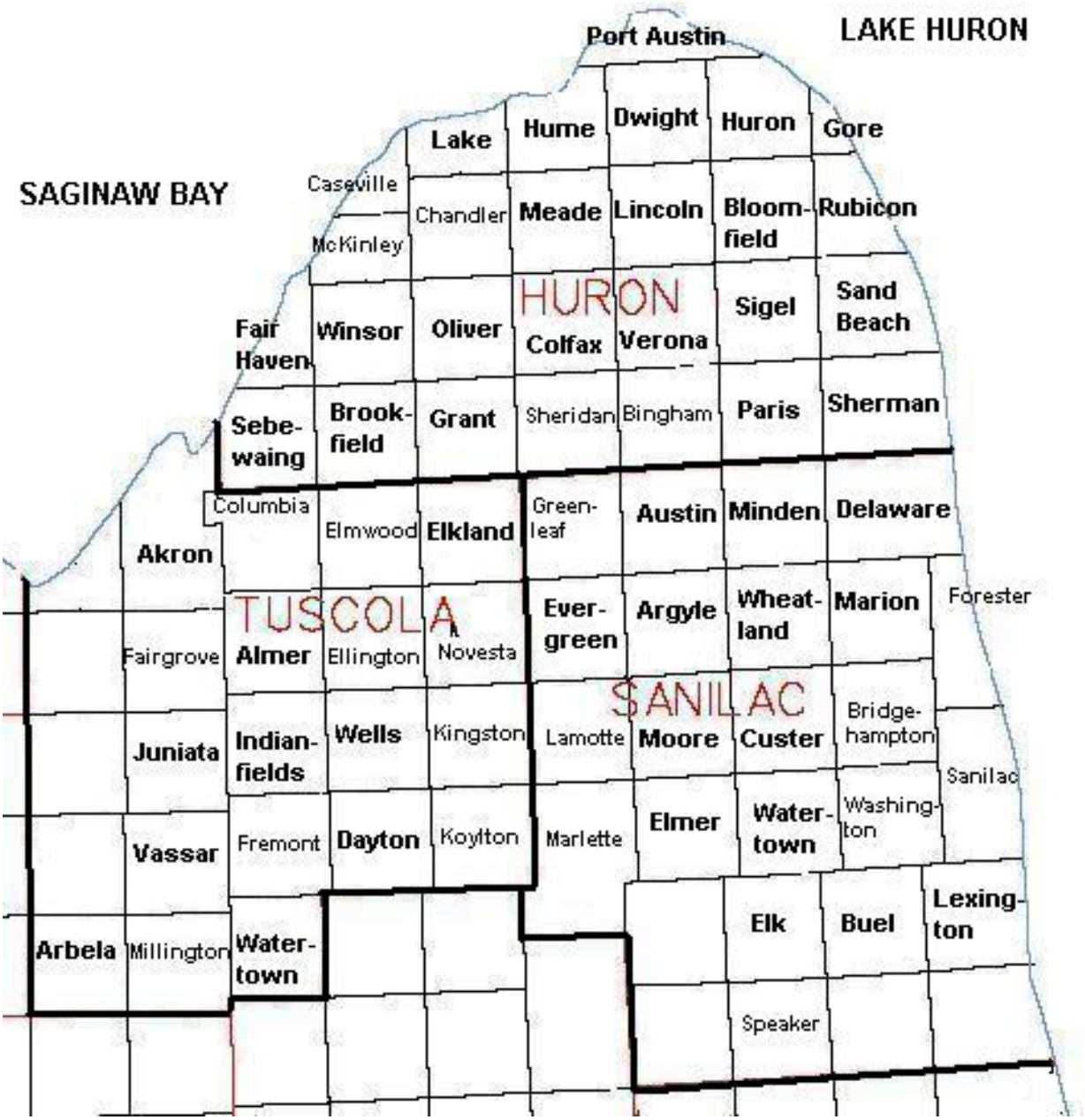
SANILAC COUNTY

Argyle	Elmer	Minden
Austin	Evergreen	Moore
Bridgehampton	Forester	Sanilac
Buel	Greenleaf	Speaker
Custer	Lamotte	Washington
Delaware	Lexington	Watertown
Elk	Marion	Wheatland
	Marlette	

TUSCOLA COUNTY

Almer	Fairgrove	Lower Akron
Arbela	Fremont	Millington
Columbia	Indianfields	Novesta
Dayton	Juniata	Upper Akron
Elkland	Kingston	Vassar
Ellington	Koylton	Watertown
Elmwood		Wells

THUMB ELECTRIC COOPERATIVE'S SERVICE AREA



DEFINITIONS, TECHNICAL TERMS & ABBREVIATIONS

General Definitions

Cooperative - The Thumb Electric Cooperative, Inc., a Michigan non-profit membership corporation engaged in the generation, transmission, distribution and sale of electric energy.

Member-Consumer - Any person, firm, corporation or other entity receiving electric service from the Cooperative. Generally, member-consumers will be members of the corporation in accordance with the Cooperative's bylaws. Prospective member-consumers may be referred to as "Applicants, Developers, or Property Owners".

Permanent - This term will designate regularly occupied homes or businesses which are installed on a permanent, rather than on a temporary basis. Buildings (including mobile homes) will not be considered permanent unless having an approved water supply and septic system. Sheds or similar services shall not be considered as permanent unless within 200' of the shed owners permanent residence or business and on the same parcel of land.

Year-Around - Service to member-consumers at the address shown on member-consumer's driver's license, voter's registration card or to member-consumers occupying the premises which are considered to be Homestead Property according to Michigan Property Tax Law**,** or to other member-consumers with a minimum average monthly usage of 1,000 kWh.

Seasonal - Service to member-consumers other than year around.

Technical Terms & Abbreviations

Ampere (A) - Unit of electrical quantity or current.

Billing Demand - The peak or highest power consumption rate during the billing period, usually measured in kilowatts.

Billing Period - This term shall refer to the time period between two successive, scheduled meter readings.

Distribution Facilities - All wires, cables, poles, towers, fixtures, apparatus and other equipment installed in the Cooperative's electric distribution system.

Primary - This term designates the voltage level of the Cooperative's distribution facilities on the supply side of the service transformer. Primary voltages will usually be at 7.2/12.5 KV or 14.4/24.9 KV, but never less than 2.4 KV.

Secondary - This term will designate the voltage level of the Cooperative's distribution facilities on the load side of the service transformer. Secondary voltages will usually, but not necessarily always, be 120, 208, 240, 277, or 480 volts.

Hertz (Hz) - Alternating current frequency in cycles per second.

Horsepower (hp) - Unit of mechanical power equivalent to .746 kw of electrical power.

(Continued on Sheet No. A-6.01)

DEFINITIONS, TECHNICAL TERMS & ABBREVIATIONS

(Continued From Sheet No. 6.00)

Kilo (k) - Prefix meaning one thousand.

Kilovolt (kv) - One thousand volts.

Kilovolt Ampere (kva) - Unit of apparent electrical power equivalent to one kilowatt at 100% power factor.

Kilowatt hour (kw) - Unit of electrical power representing energy usage rate, equivalent to about 1.34 horsepower.

Kilowatt (kwh) – Unit of electrical energy equivalent to the use of one kilowatt for one hour.

Power Factor (pf) – Ratio of kilowatt power to kilovolt ampere power.

Volt (V) - Unit of electrical pressure or force.

SECTION B
ADMINISTRATIVE RULES INDEX

B1. TECHNICAL STANDARDS FOR ELECTRIC SERVICE (R 460.3101 - R 460.3908) (FOR ALL CUSTOMERS)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1625_2016-018LR_AdminCode.pdf

PART 1. GENERAL PROVISIONS

R 460.3101 Applicability; purpose; modification; adoption of rules and regulations by utility.
R 460.3102 Definitions.

PART 2. RECORDS AND REPORTS

R 460.3201 Records; location; examination.
R 460.3202 Records; preservation.
R 460.3203 Documents and information; required submission.
R 460.3204 Customer records; retention period; content.

PART 3. METER REQUIREMENTS

R 460.3301 Metered measurement of electricity required; exceptions.
R 460.3303 Meter reading data.
R 460.3304 Meter data collection system.
R 460.3305 Meter multiplier.
R 460.3308 Standards of good practice; adoption by reference.
R 460.3309 Metering inaccuracies; billing adjustments.

PART 4. CUSTOMER RELATIONS

R 460.3408 Temporary service; cost of installing and removing equipment owned by utility.
R 460.3409 Protection of utility-owned equipment on customer's premises.
R 460.3410 Extension of facilities plan.
R 460.3411 Extension of electric service in areas served by 2 or more utilities.

PART 5. ENGINEERING

R 460.3501 Electric plant; construction, installation, maintenance and operation pursuant to good Engineering practice required.
R 460.3502 Standards of good practice; adoption by reference.
R 460.3503 Utility plant capacity.
R 460.3504 Electric plant inspection program.
R.460.3505 Utility line clearance program.

(Continued on Sheet No. B-2.00)

(Continued From Sheet No. B-1.00)

B1. TECHNICAL STANDARDS FOR ELECTRIC SERVICE (R 460.3101 - R 460.3904) (FOR ALL CUSTOMERS) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1625_2016-018LR_AdminCode.pdf

PART 6. METERING EQUIPMENT INSPECTIONS AND TESTS

R 460.3601 Customer-requested meter tests.
R 460.3602 Meter and associated device inspections and tests; certification of accuracy.
R 460.3603 Meters with transformers; post-installation inspection; exception.
R 460.3604 Meters and associated devices; removal tests.
R 460.3605 Metering electrical quantities.
R 460.3606 Nondirect reading meters and meters operating from instrument transformers; marking of multiplier on instruments; marking of charts and magnetic tapes; marking of register ratio on meter registers; watthour constants.
R 460.3607 Watt-hour meter requirements.
R 460.3608 Demand meters, registers, and attachments; requirements.
R 460.3609 Instrument transformers used in conjunction with metering equipment; requirements; phase shifting transformers; secondary voltage.
R 460.3610 Portable indicating voltmeters; accuracy.
R 460.3611 Meter testing equipment; availability; provision and use of primary standards.
R 460.3612 Test standards; accuracy.
R 460.3613 Metering equipment testing requirements.
R 460.3614 Standards check by the commission.
R 460.3615 Metering equipment records.
R 460.3616 Average meter error; determination.
R 460.3617 Reports to be filed with the commission.
R 460.3618 Generating and interchange station meter tests; schedule; accuracy limits.

PART 7. STANDARDS OF QUALITY OF SERVICES

R 460.3701 Alternating current systems; standard frequency.
R 460.3702 Standard nominal service voltage; limits; exceptions.
R 460.3703 Voltage measurements and records.
R 460.3704 Voltage measurements; required equipment; periodic checks; certificate or calibration card for standards.
R 460.3705 Interruptions of service; records; planned interruption; notice to commission.

PART 8. SAFETY

R 460.3801 Protective measures.
R 460.3802 Safety program.
R 460.3803 Energizing services.
R 460.3804 Accidents; notice to Commission.

(Continued on Sheet No. B-3.00)

(Continued From Sheet No. B-2.00)

B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND GAS RESIDENTIAL SERVICE (R 460.101 - R 460.169)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf

PART 1. GENERAL PROVISIONS

R 460.101 Application of rules.
R 460.102 Definitions.
R 460.103 Discrimination prohibited.
R 460.104 Conduct of proceedings.
R 460.105 Additional rules.

PART 2. APPLICATION FOR SERVICE

R 460.106 Service requests for new or previous customers.
R 460.107 Applicant information.

PART 3. DEPOSITS AND GUARANTEE TERMS AND CONDITIONS

R 460.108 Prohibited practices.
R 460.109 Deposit for new customer.
R 460.110 Deposit for a previous customer or for continued service.
R 460.111 General deposit conditions.
R 460.112 Guarantee terms and conditions.

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

R 460.113 Actual and estimated meter reading.
R 460.114 Company representative identification.
R 460.115 Customer meter reading.
R 460.116 Meter accuracy, meter errors, meter relocation.

PART 5. BILLING AND PAYMENT STANDARDS

R 460.117 Billing frequency; method of delivery.
R 460.118 Equal monthly billing.
R 460.119 Cycle billing.
R 460.120 Payment of bill.
R 460.121 Payment period.
R 460.122 Allowable charges.
R 460.123 Bill information.
R 460.124 Separate bills.
R 460.125 Billing for non-tariff services.
R 460.126 Billing error.

(Continued on Sheet No. B-4.00)

(Continued From Sheet No. B-3.00)

B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND GAS RESIDENTIAL SERVICE (R 460.101 - R 460.169) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf

PART 6. VOLUNTARY TERMINATION OF SERVICE

R 460.127 Voluntary termination.

PART 7. UTILITY PROCEDURES

R 460.128 Applicability.
R 460.129 Complaint procedures.
R 460.130 Personnel procedures.
R 460.131 Publication of procedures.
R 460.132 Access to rules and rates.
R 460.133 Reporting requirements.
R 460.134 Inspection.
R 460.135 Customer access to consumption data.

PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE

R 460.136 Emergency shutoff.
R 460.137 Shutoff permitted.
R 460.138 Notice of shutoff.
R 460.139 Form of notice.
R 460.140 Time of shutoff.
R 460.141 Manner of shutoff.
R 460.142 Manner of shutoff for service provided with remote shutoff and restoration capability.
R 460.143 Shutoff prohibited.
R 460.144 Restoration of service.

PART 9. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS

R 460.145 Listing of energy assistance programs.
R 460.146 Notice of energy assistance programs.
R 460.147 Medical emergency.
R 460.148 Winter protection plan for low-income customers.
R 460.149 Winter protection plan for senior citizens.
R 460.150 Military protections.

PART 10. DISPUTED CLAIM, HEARING AND SETTLEMENT AGREEMENT

R 460.151 Disputed claim.
R 460.152 Utility hearing and hearing officers.
R 460.153 Notice of hearing.
R 460.154 Hearing procedures.
R 460.155 Settlement agreement.
R 460.156 Default of settlement agreement.
R 460.157 Same dispute.

(Continued on Sheet No. B-5.00)

(Continued From Sheet No. B-4.00)

B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND GAS RESIDENTIAL SERVICE (R 460.101 - R 460.169) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1365_2014-038LR_AdminCode.pdf

PART 11. COMMISSION APPEAL PROCEDURES

R 460.158 Informal appeal.
R 460.159 Filing procedures.
R 460.160 Informal appeal procedures.
R 460.161 Interim determination.
R 460.162 Appeal review.
R 460.163 Shutoff pending decision.
R 460.164 Informal appeal decision.
R 460.165 Failure to comply with informal appeal decision.
R 460.166 Same dispute.
R 460.167 Formal appeal.
R 460.168 Other remedies.
R 460.169 Scope of rules.

B3. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND (R 460. 2601 - R 460.2625) - **Rescinded**
(RESIDENTIAL CUSTOMERS) ***http://w3.lara.state.mi.us/orrsearch/108_09_AdminCode.pdf***

PART 1. GENERAL PROVISIONS

R 460.2601 Application of rules.
R 460.2602 Definitions.

PART 2. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND

R 460.2621 Uncollectibles allowance recovery fund.
R 460.2622 Annual deposits.
R 460.2623 Notice of deposit.
R 460.2624 Disputes; procedure for resolution.
R 460.2625 Disbursement of funds.

B4. BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 – R 460.1640)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1364_2014-037LR_AdminCode.pdf

PART 1. GENERAL PROVISIONS

R 460.1601 Applicability; purpose.
R 460.1602 Definitions.
R 460.1603 Discrimination prohibited.
R 460.1604 Form of proceedings.
R 460.1605 Additional rules.

PART 2. APPLICATION FOR SERVICE

R 460.1606 Application for new service.

(Continued on Sheet No. B-6.00)

(Continued From Sheet No. B-5.00)

B4. BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 – R 460.1640) (NONRESIDENTIAL CUSTOMERS) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1364_2014-037LR_AdminCode.pdf

PART 3. GENERAL CUSTOMER DEPOSIT CONDITIONS

R 460.1607 Customer deposits.

PART 4. METER READING, ESTIMATED BILLS, BILLING ADJUSTMENTS, VOLUNTARY TERMINATION, AND METER RELOCATION

R 460.1608 Meter reading interval and estimated bills.
R 460.1609 Metering inaccuracies; billing adjustments.
R 460.1610 Voluntary termination.
R 460.1611 Meter or facilities relocation charge.

PART 5. BILLING AND PAYMENTS

R 460.1612 Cycle billing.
R 460.1613 Billing information.
R 460.1614 Discounts and late payment charges.
R 460.1615 Delivery and payment of bills.
R 460.1616 Billing for unregulated service.
R 460.1617 Billing errors.

PART 6. CUSTOMER RELATIONS AND UTILITY PROCEDURES

R 460.1618 Selection of rate, customer information, and service.
R 460.1619 Inspection.
R 460.1620 Customer access to consumption data.
R 460.1621 Servicing utility equipment on customer's premises.
R 460.1622 Customer complaints; investigation; records.
R 460.1623 Records and reports.

PART 7. SHUTOFFS AND RESTORATION

R 460.1624 Notice of shutoff.
R 460.1625 Denial or shutoff of service to customers.
R 460.1626 Manner of shutoff for service provided with remote shutoff and restoration capability.

(Continued on Sheet No. B-7.00)

(Continued From Sheet No. B-6.00)

B4. BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 – R 460.1640) (NONRESIDENTIAL CUSTOMERS) (Contd)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1364_2014-037LR_AdminCode.pdf

PART 8. DISPUTED CLAIMS, HEARINGS AND SETTLEMENT AGREEMENTS

R 460.1628 Disputed claim.
R 460.1629 Settlement agreement.
R 460.1630 Default of settlement agreement.
R 460.1631 Informal hearing and hearing officers.
R 460.1632 Notice of hearing.
R 460.1633 Hearing procedures.
R 460.1634 Informal appeal procedures.
R 460.1635 Interim determination.
R 460.1636 Appeal review.
R 460.1637 Shutoff pending decision.
R 460.1638 Informal appeal decision.
R 460.1639 Failure to comply with informal appeal decision.
R 460.1640 Scope of rules.

B5. UNDERGROUND ELECTRIC LINES (R 460.511 - R 460.519)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/824_10790_AdminCode.pdf

R 460.511 Payment of difference in costs.
R 460.512 Extensions of residential distribution and service lines in the lower peninsula mainland.
R 460.513 Extensions of commercial and industrial lines in lower peninsula mainland.
R 460.514 Costs in case of special conditions.
R 460.515 Extensions of lines in other areas of state.
R 460.516 Replacement of existing overhead lines.
R 460.517 Underground facilities for convenience of utilities or where required by ordinances.
R 460.518 Exceptions.
R 460.519 Effective dates.

B6. ELECTRICAL SUPPLY AND COMMUNICATION LINES AND ASSOCIATED EQUIPMENT (R 460.811 - R 460.815)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1683_2017-007LR_AdminCode.pdf

R 460.811 Definitions.
R 460.812 Purpose.
R 460.813 Standards of good practice; adoption by reference.
R 460.814 Exemption from rules; application to commission; public hearing.
R 460.815 Rescission.

(Continued on Sheet No. B-8.00)

(Continued From Sheet No. B-7.00)

B7. RULES AND REGULATIONS GOVERNING ANIMAL CONTACT CURRENT MITIGATION (STRAY VOLTAGE) (R 460.2701 - R 460.2707)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/838_10804_AdminCode.pdf

R 460.2701 Definitions.
R 460.2702 Measuring animal contact voltage.
R 460.2703 Action required to mitigate animal contact current.
R 460.2704 Request for investigation.
R 460.2705 Appointment of experts.
R 460.2706 Request for a contested case hearing.
R 460.2707 Protocol to evaluate utility contribution to animal contact current.

B8. ELECTRIC INTERCONNECTION AND NET METERING STANDARDS (R 460.601 - R 460.656)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/825_10791_AdminCode.pdf

PART 1. GENERAL PROVISIONS

R 460.601a Definitions; A-I.
R 460.601b Definitions; J-Z.
R 460.602 Adoption of standards by reference.
R 460.604 Prohibited practices.
R 460.606 Designated points of contact.
R 460.608 Alternative dispute resolution.
R 460.610 Appointment of experts.
R 460.612 Waivers.

PART 2. INTERCONNECTION STANDARDS

R 460.615 Electric Utility interconnection procedures.
R 460.618 Interconnection fees.
R 460.620 Application and interconnection process.
R 460.622 Modifications to project.
R 460.624 Insurance.
R 460.626 Disconnection.
R 460.628 Easements and rights-of-way.

PART 3. NET METERING STANDARDS

R 460.640 Application process.
R 460.642 Net metering application and fees.
R 460.644 Net metering program size.
R 460.646 Generation and net metering equipment.
R 460.648 Meters.
R 460.650 Billing and credit for true net metering customers.
R 460.652 Billing and credit for modified net metering customers.
R 460.654 Renewable energy credits.
R 460.656 Penalties.

(Continued on Sheet No. B-9.00)

(Continued From Sheet No. B-8.00)

B9. SERVICE QUALITY AND RELIABILITY STANDARDS FOR ELECTRIC DISTRIBUTION SYSTEMS
(R 460.701 - R 460.752) *http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/826_10792_AdminCode.pdf*

PART 1. GENERAL PROVISIONS

R 460.701 Application of rules.
R 460.702 Definitions.
R 460.703 Revision of tariff provisions.

PART 2. UNACCEPTABLE LEVELS OF PERFORMANCE

R 460.721 Duty to plan to avoid unacceptable levels of performance.
R 460.722 Unacceptable levels of performance during service interruptions.
R 460.723 Wire down relief requests.
R 460.724 Unacceptable service quality levels of performance.

PART 3. RECORDS AND REPORTS

R 460.731 Deadline for filing annual reports.
R 460.732 Annual report contents.
R 460.733 Availability of records.
R 460.734 Retention of records.

PART 4. FINANCIAL INCENTIVES AND PENALTIES

R 460.741 Approval of incentives by the commission.
R 460.742 Criteria for receipt of an incentive.
R 460.743 Disqualification.
R 460.744 Penalty for failure to restore service after an interruption due to catastrophic conditions.
R 460.745 Penalty for failure to restore service during normal conditions.
R 460.746 Penalty for repetitive interruptions of the same circuit.
R 460.747 Multiple billing credits allowed.
R 460.748 Effect in other proceedings.

PART 5. WAIVERS AND EXCEPTIONS

R 460.751 Waivers and exceptions by electric utilities.
R 460.752 Proceedings for waivers and exceptions.

ADDITIONAL ADMINISTRATIVE RULES
*Waivers may have been granted by the Commission to the Company for certain portions of the administrative rules below.

B10. PRACTICE AND PROCEDURE BEFORE THE COMMISSION (R 460.17101 - R 460.17701)
http://w3.lara.state.mi.us/orrsearch/934_2009-046LR_AdminCode.pdf

(Continued on Sheet No. B-10.00)

(Continued From Sheet No. B-9.00)

B11. FILING PROCEDURES FOR ELECTRIC, WASTEWATER, STEAM AND GAS UTILITIES (R 460.2011 - R 460.2031)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/832_10798_AdminCode.pdf

B12. RESIDENTIAL CONSERVATION PROGRAM STANDARDS (R 460.2401 - R 460.2414) - **Rescinded**
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/835_10801_AdminCode.pdf

B13. PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES (R 460.2501 - R 460.2582)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1679_2017-003LR_AdminCode.pdf

B14. UNIFORM SYSTEM OF ACCOUNTS FOR MAJOR AND NONMAJOR ELECTRIC UTILITIES (R 460.9001 – R 460.9019)
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/840_10806_AdminCode.pdf

B15. RATE CASE FILING REQUIREMENTS FOR MAJOR ELECTRIC UTILITIES
http://www.michigan.gov/documents/mpsc/U-4771_05-10-1976_586636_7.PDF

SECTION C
STANDARD RULES AND REGULATIONS
(FOR ALL MEMBER-CONSUMERS)

PART 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 Board of Directors. 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 are open to public inspection at the Cooperative's offices and are available upon request.

PART 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 Board of Directors.

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.

(Continued on Sheet No. C-2.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-1.00)

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 Board of Directors, 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 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, 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. 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 member-consumer's service into compliance with code will be paid for by member-consumer. The Cooperative reserves the right to make reasonable service charges for work performed by 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 electrical service. The member-consumer shall install and maintain the necessary devices to protect his 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 electrical 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.

(Continued on Sheet No. C-3.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-2.00)

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 time of last reading reported immediately preceding his 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.

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 Cooperative, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in Cooperative's distribution system.

3. Nonstandard Service

Member-consumers 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 Board of Directors 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 necessitate unusual investments by the Cooperative in service facilities or where the permanence of the service is questionable.

4. Resale of Electric Energy

Member-Consumers 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 Board of Directors.

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.

(Continued on Sheet No. C-4.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-3.00)

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 Company, 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 his 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 the 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 his own expense in accordance with Cooperative specifications.

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

The Cooperative will make service connection to house trailers, vans, buses, or any other dwelling of a mobile nature without special charges, except as specified herein under Part 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 Part 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.

(Continued on Sheet No. C-5.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-4.00)

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 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 the Cooperative. 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 Board of Directors, endeavor to maintain its metering equipment within the accuracy limits prescribed by the Board of Directors.

   b. Tests Requested by Member-Consumer - Tests of individual meters will be made upon request of the member-consumer, with payment of a meter test fee in advance of test. The Cooperative reserves the right to refuse to test any meter upon request more frequently than once in six 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 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 charge 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, 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.

(Continued on Sheet No. C-6.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-5.00)

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 minimize subsidy of such services by other member-consumers. The following schedule shall apply where applicable.

Charge for any Special Services at Member-Consumer's Request -	
During Regular Working Hours	**$100**
Outside Regular Working Hours	**$200**
Meter Reading Charge	**$60**
Meter Test Charge	**$60**
Reconnect Charge	
During Regular Working Hours	**$80**
Outside Regular Working Hours	**$160**
Disconnect at Pole, During Regular Working Hours	**$150**
Disconnect at Pole, Outside Regular Working Hours	**$300**
Remote Reconnect, During Regular Working Hours	**$40**
Remote Reconnect, Outside Regular Working Hours	**$80**
Collection Charge when Nonpayment Disconnect Order is written	**$35**
Bad Check Handling Charge	$35
Declined Autopay Handling Charge	**$20**

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 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(s), 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 Part II, F, will be applicable.

b. At Cooperative's Option - Commercial and industrial

(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.

(Continued on Sheet No. C-7.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-6.00)

(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 he elects to take service, the member-consumer will not be permitted to change from that rate to another rate until at least twelve 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 refunds 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, the Residential Electric Heating Service Rate for electric heating member-consumers, or the appropriate General Service or Commercial and Industrial Service Rate. For the purpose of billing under either the Residential Service Rate, or the Residential Electric Heating 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 appropriate General Service or Commercial and Industrial Service Rate.

(3) "Master Metering" will be limited to existing member-consumers.

(Continued on Sheet No. C-8.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-7.00)

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 either the Residential Service Rate, or the Residential Electric Heating Service Rate for heating member-consumers, 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-Around Service - Service to member-consumer at the address shown on member-consumer's driver's license, voter's registration card or to member-consumers occupying the premises which are considered to be Homestead Property according to Michigan Property Tax Law.

f. Seasonal Service - Service to member-consumers other than year around.

3. Deposits - Commercial and Industrial

a. Member-Consumer Deposits – New member-consumers

(1) Except as provided in subdivision (2) of this subrule, the Cooperative shall not require a deposit from a new member-consumer as a condition of receiving service. The Cooperative may, with proper notification, require a deposit from a new member-consumer if the member-consumer exhibits an unsatisfactory record of bill payment within the first 6 months after service has commenced. Payment of bills on or before the due date shall constitute a satisfactory record of bill payment.

(2) The Cooperative may require a deposit for a new member-consumer in cases involving service for short periods or special occasions, in cases where the new member-consumer has an existing bad debt with the Cooperative, or in cases where other business accounts with the member-consumer are experiencing collection activity.

b. Member-Consumer Deposits - Existing Member-Consumers

(1) An existing member-consumer shall be classified as one who has received service for more than a 6-month period. A deposit may be required following the mailing of 2 or more final disconnect notices within the most recent 12-month period or if service has been discontinued for nonpayment.

c. Deposit Requirements

(1) A deposit of not more than 3 times an average monthly billing may be required from member-consumers who are subject to deposit provisions. The Cooperative shall provide reasonable terms for the payment of the deposit.

(2) A deposit may be retained by the Cooperative until the member-consumer compiles a record of 18 continuous months of bill payment on or before the due date.

(Continued on Sheet No. C-9.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-8.00)

(3) Simple interest on deposits at the rate of not less than **3%** per annum shall be paid by the Cooperative to each member-consumer who is required to make such deposit for the time the deposit is held by the Cooperative. Interest need not be paid unless the deposit is held for more than 12 months. Payment of the interest to the member-consumer shall be made annually if requested by the member-consumer. If payment of the interest is not requested, the interest shall be paid at the time the deposit is returned. Interest shall be accrued annually. The deposit shall cease to draw interest on the date the deposit is returned, on the date service is terminated, or on the date that notice that the deposit is no longer required is sent to the member-consumer's last known address.

(4) The Cooperative shall keep records which show all of the following information:

(a) The name and address of each depositor.
(b) The amount and date of the deposit.
(c) Each transaction concerning the deposit.

(5) The Cooperative shall issue a receipt of deposit to each member-consumer from whom a deposit is received and shall provide means whereby a depositor may establish his or her claim if his or her receipt is lost.

(6) A record of each unclaimed deposit shall be maintained for not less than 3 years, during which time the Cooperative shall make a reasonable effort to return the deposit.

(7) Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of pursuant to Michigan statutes.

PART 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 serve 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-consumers 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 deposit in advance of construction a nonrefundable connection charge of $100.00 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.

(Continued on Sheet No. C-10.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-9.00)

A. Extension Policy

1. Residential & Farm Service

a. Charges - For each permanent service, the Cooperative will provide a single-phase line extension excluding service drop. Such extensions will require an advance deposit of $5.50 per foot for overhead extensions and an advance deposit of $8.50 per foot for underground extensions.

There will also be a nonrefundable contribution equal to the cost of right of way and clearing. Three-phase extensions will be on the same basis as Commercial and Industrial.

b. Refunds - During the five (5) year period immediately following the date of payment, the Cooperative will make refunds without interest of the charges paid for a financed extension under provisions of Paragraph "a" above. The amount of any such refund shall be $500 for each permanent electric service subsequently connected directly to the facilities financed by the member-consumer. Such refunds will be made only to the original contributor and will not include any amount of contribution in aid of construction for underground service made under the provision of the Cooperative's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

2. Commercial or Industrial Service

a. Cooperative Financed Extensions - Except for contributions in aid of construction for underground service made under the provisions of Part III, B, of these rules, the Cooperative may finance the construction cost necessary to extend its facilities to serve commercial or industrial 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:

(Continued on Sheet No. C-11.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-10.00)

(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 twice 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).

(2) Additional New Member-Consumers

Refunds for additional new member-consumers directly connected to the financed extensions during the refund period will be governed by Part III, A, 1, b.

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, sheds, hunting camps, low usage accounts, 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 the 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, sales tax revenues, **EWR** surcharges and Low Income surcharge.

(b) Twenty percent (20%) of the new annual revenue excluding fuel adjustment, sales tax revenues, **EWR** surcharges and Low Income surcharge 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, sales tax revenues, **EWR** surcharges and Low Income surcharge, is equal to or greater than five (5) 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, sales tax revenues, **EWR** surcharges and Low Income surcharge, 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.

(Continued on Sheet No. C-12.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-11.00)

B. Underground Extension 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 owners 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 streetlighting 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 non-refundable contribution to the Cooperative for primary switching cabinets. When a switching cabinet is required exclusively for one member-consumer, that member-consumer r 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 his/her operations or the operations of his/her 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.

An additional amount may be added to trenching charges for practical difficulties associated with winter construction.

(Continued on Sheet No. C-13.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-12.00)

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 purposes 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 installation 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 deposit with 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 $5.50, except for those lots served by an underground service from an overhead distribution line under the provision of Part 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 $5.50 per trench foot. The balance of the deposit shall be made available to the depositor on the following basis:

(Continued on Sheet No. C-14.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-13.00)

Following completion of its construction work order covering construction of the distribution system, the Cooperative will refund any amount by which its original estimate exceeds the actual construction costs. During the five (5) year period immediately following completion of the construction, the Cooperative will refund $500.00 for each permanent residential member-consumer connected within the subdivision. Such refunds will be made only to the original depositor and in total shall not exceed the refundable portion of the deposit. The deposit shall bear no interest.

(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 200 amp service installation the applicant shall make a nonrefundable contribution in aid of construction in the amount of $5.50 per trench foot. Additional costs will be charged to the applicant for non-standard service installations. The Cooperative may credit a portion of the nonrefundable contribution if the applicant provides a trench for the underground facilities that is deemed acceptable by the Cooperative for installation.

(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(s) 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 extensions therefrom shall be treated separately.

(Continued on Sheet No. C-15.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-14.00)

(a) Charges (In Addition to Those Charges Set Forth in Part III, A, 1, a) - Prior to commencement of construction the applicant shall make a non-refundable deposit in an amount equal to $5.50 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(s) for service on these lots shall be required to make a nonrefundable contribution in aid of construction in the amount of $5.50 per front foot for all lots owned by the subsequent applicant(s), which can be directly served from the original distribution extension.

(b) Refunds - The Cooperative will make available for refund to the original depositor from amounts contributed in aid of construction by subsequent applicants as provided in Paragraph (a) above the amount included in the original deposit to cover the front footage of the lot(s) owned by the subsequent applicant(s). The total amount refunded shall not exceed the amount of the original deposit, and will be made only to the original depositor. The Cooperative will endeavor to maintain records for such purposes but the depositor is ultimately responsible to duly notify the Cooperative of refunds due; any refund not claimed within five (5) years after completion of construction shall be forfeited. Refunds made under the provisions of the paragraph shall be in addition to refunds made under the Cooperative's overhead extension policy.

(c) Measurement - The lot front footage used in computing charges and contributions in Paragraph (a) above shall be measured the same as for new subdivisions as set forth in Part 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(s) for extension of the overhead system to a pole on his property where transition from overhead to underground can be made.

(a) Contribution - Prior to commencement of construction the applicant shall make a contribution in aid of construction equal to the difference between the estimated overhead construction costs and the underground construction costs, plus a deposit based on the Cooperative's overhead extension policy. Refunds will be based on the overhead extension refund policy and shall apply only to that portion related to the overhead deposit.

(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 $5.50. When the service lateral is connected to existing overhead facilities, the contribution shall be $50.00 plus $5.50 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.

(Continued on Sheet No. C-16.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-15.00)

3. Nonresidential Service

a. Commercial 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 judgement, any of the following conditions exist:

(1) Such facilities would serve commercial or industrial member-consumers having loads of temporary duration; or

(2) 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

(3) 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(s), owner(s), member-consumer(s) or tenant(s) request 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(s).

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 his property.

(1) Contribution - For standard installation of distribution facilities, the applicant(s) 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 $5.50.

Transformers will be charged on an installed basis of $10.00 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 $5.50 per trench foot.

(Continued on Sheet No. C-17.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-16.00)

(2) Measurement - "Trench length" shall be determined by measuring along the centerline of the trench as follows:

Primary Extensions - shall be measured along the route of the primary cable from the transition pole to each transformer or other primary termination.

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.

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.

(1) Contribution - The applicant(s) 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 his cables requires digging in the easement.

The park owner must provide for each mobile home lot a meter pedestal of a design acceptable to the Cooperative.

(Continued on Sheet No. C-18.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-17.00)

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 $5.50.

(b) Service Loops or Laterals - An amount equal to the product of the total trench length in feet multiplied by $5.50.

(c) Transformers - $10.00 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 charge 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 judgement, such construction is impractical.

b. Contributions - Prior to commencement of construction, the applicant shall make a contribution in aid of construction as required by the underground extension rules plus a contribution based on the Cooperative's overhead extension policy. Refunds will be based on the overhead extension refund policy and shall apply only to that portion related to the overhead contribution.

c. Geographical Exceptions

d. 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. For replacement of overhead secondary service with underground service an additional $1.00 per foot will be charged over the normal underground charge.

e. 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.

(Continued on Sheet No. C-19.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-18.00)

f. 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 lands) 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.

g. Local Ordinances - The Cooperative reserves the right, where local ordinance requirements are more stringent than these rules, to apply to the Board of Directors for such relief as may be necessary.

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 Easement 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 State or Federal lands are to be crossed to extend service to an applicant or group of applicants, the additional costs incurred by the Cooperative for rights-of-way and permit fees shall be borne by the applicant(s).

2. Temporary Service

Members 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 per month provided in applicable rate schedules. In addition, such member shall bear the cost of installing and removing the facilities in excess of any salvage value realized.

The member 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 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:

a. Contribution: When the Cooperative is requested to assist in the moving of buildings or equipment through, under or over the Cooperative’s lines, the Cooperative will require the mover to pay, in advance of providing such assistance, the estimated cost including direct costs and applicable overhead costs. The amount

(Continued on Sheet No. C-20.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-19.00)

of the contribution required will be based upon the Cooperative's estimate of the probable cost, but in no event will the required contribution be less than one crew hour. 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 contribution, except that the minimum actual cost will not be less than one-crew hour. In the event that the move is cancelled or changed to require a re-study, twenty percent (20%) of the charge will be retained by the Cooperative as a non-refundable amount to cover preparing for and planning the move. If the building mover proceeds with the move without a TEC escort, the total charge will be retained by the Cooperative as a non-refundable amount to cover preparing for and planning the move plus a post move patrol of the route to identify any damages to the system caused by the mover. The building mover is also responsible to make payment for all work required to repair damages resulting from the move. Actual costs will be determined in accordance with the following:

b. Within regular working hours:

(1) Average trade-grade wage rate applicable to employee(s) involved.
(2) Actual material used.
(3) Appropriate overhead charges.

c. Outside regular working hours:

(1) Overtime trade-grade wage rate applicable to employee(s) involved.
(2) Actual material used.
(3) Appropriate overhead charges.

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.

(Continued on Sheet No. C-21.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-20.00)

(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.

e. Before actual relocation work is performed under Part 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 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 his intent to proceed in good faith with installation of his 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).

PART 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 lone-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, include the following types of member-consumers and such other member-consumers or types of member-consumers which the Board of Directors may subsequently identify:

1. “Governmental Detention Institutions," which will be limited to those facilities used for the detention of persons.

2. "Fire Stations," which will be limited to attended, publicly-owned facilities housing mobile fire fighting apparatus.

(Continued on Sheet No. C-22.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-21.00)

3. "Hospitals," which will be limited to institutions providing medical care to patients and where surgical procedures are performed.

4. Life support equipment such as a kidney machine or respirator, used to sustain the life of a person.

5. "Water Pumping Plants," which will be limited to publicly-owned facilities essential to the supply of potable water to a community.

6. "Sewage Plants," which will be limited to publicly-owned facilities essential to the collection, treatment or disposal of a community's sewage.

7. Radio and television stations utilized for the transmittal of 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-consumer's 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.

The Board of Directors will be promptly advised of the nature, time and duration of all implemented emergency conditions and procedures which affect normal service to member-consumers. The Board of Directors may order the implementation of additional procedures or the termination of the procedures previously employed when circumstances so require.

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 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 essential health and safety 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 member-consumers 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:

(Continued on Sheet No. C-23.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-22.00)

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-consumer s 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 a 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 non-essential energy on 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 selected distribution 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 Board of Directors.

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.

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-23.00)

PART V – MEMBER DATA PRIVACY

A. Data Privacy - Definitions

1. Aggregated Data" means any Member Account Information from which all identifying information has been removed, so that the individual data or information of a member cannot be associated with that member without extraordinary effort.

2. "Contractor" or "Cooperative Agent" means an entity or person performing a function or service under contract with or on behalf of the Cooperative, including, but not limited to, member service, member education, demand response, energy management, energy waste reduction programs, payment assistance, payroll services, bill collection, tree clearing, line construction, or other functions related to providing electric service.

3. "Member" means a purchaser of electricity that is supplied or distributed by a utility for residential or non-residential purposes.

4. "Member Account Information" means individually identifiable information including Personal Data and Member Usage Data. Member Account Information also includes information received by the Cooperative from the member for purposes of participating in utility programs including, but not limited to, bill payment assistance, shutoff protection, renewable energy, demand-side management, load management, or energy waste reduction.

5. "Member Usage Data" or "Consumption Data" means member-specific electric usage data, including but not limited to kW, kWh, voltage, var, or power factor, and other information that is recorded by the electric meter for the Cooperative and stored in its systems.

6. "Informed Member Consent" means, in the case where consent is required: the member is advised of (1) the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) the process by which the member may revoke consent. In no case shall silence by the member ever be construed to mean Informed Member Consent. Member consent must be documented and may be in writing, electronically, or through oral communication in which the member's identification is verified and documented.

7. "Personal Data" or "Personally Identifiable Information" means specific pieces of information collected or known by the Cooperative that can be used to identify or trace to a specific individual and that merit special protection including, but not limited to, the standard types of positive identification information used to establish an account. Personal Data includes, but is not limited to, name, address, birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.

8. "Primary Purpose" means the collection, use, or disclosure of information collected by the Cooperative or supplied by the member where there is an authorized business need or emergency response in order to: (1) provide, bill, or collect for, electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Cooperative's approved tariff; or (4) **engage in customer satisfaction surveys,** plan, implement, or evaluate programs related to energy assistance, demand response, energy management, renewable energy or energy **efficiency** programs by the Cooperative or under contract with the Cooperative, under contract with the Michigan Public Service Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.

(Continued on Sheet No. C-25.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-24.00)

PART V – MEMBER DATA PRIVACY (Contd)

9. "Secondary Purpose" means any purpose that is not a Primary Purpose.

10. "Standard Usage Information" means the usage data that is made available by the Cooperative to all similarly situated members on a regular basis, delivered by the Cooperative in a standard format.

11. "Third-party" means a person or entity that has no contractual relationship with the Cooperative to perform services or act on behalf of the Cooperative.

B. Collection and Use of Data and Information

1. The Cooperative, its Contractor, or Cooperative Agent, does not need Informed Member Consent to collect or use Member Account Information as necessary to accomplish Primary Purposes only.

2. Informed Member Consent is necessary before collection or use of Member Account Information for a Secondary Purpose.

3. The Cooperative will not release Member Account Information, unless it receives Informed Member Consent.

C. Disclosure Without Member Consent

1. The Cooperative shall disclose Member Account Information when required by law. This includes law enforcement requests supported by warrants or court orders specifically naming the members whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.

2. Informed Member Consent is not required for the disclosure of Aggregated Data.

D. Disclosure to Cooperative Agents and Contractors

1. The Cooperative shall disclose only the necessary Member Account Information to Cooperative Agents and Contractors working on behalf of the Cooperative for Primary Purposes and any other function relating to providing electric services without obtaining Informed Member Consent.

2. Contracts between the Cooperative and its Cooperative Agents or Contractors specify that all Cooperative Agents and Contractors are held to the same confidentiality and privacy standards as the Cooperative, its employees, and its operations. These contracts also prohibit Cooperative Agents or Contractors from using any information supplied by the Cooperative for any purpose not defined in the applicable contract.

3. The Cooperative requires its Cooperative Agents and Contractors who maintain Member Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Member Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor or Cooperative Agent shall meet or exceed the data privacy and security policies and procedures used by the Cooperative to protect Member Account Information.

4. The Cooperative requires Cooperative Agents and Contractors to return or destroy any Member Account Information that it maintained and that is no longer necessary for the purpose for which it was transferred.

(Continued on Sheet No. C-26.00)

STANDARD RULES AND REGULATIONS
(Continued From Sheet No. C-25.00)

PART V – MEMBER DATA PRIVACY (Contd)

5. The Cooperative maintains records of the disclosure of member data to Cooperative Agents and Contractors in accordance with Cooperative record retention policies and Commission rules. These records include all contracts with the Cooperative Agent or Contractor and all executed non-disclosure agreements.

E. Member Access to Data

1. The member has a right to know what Member Account Information the Cooperative maintains about the member. The Cooperative shall not provide data to a member which the Cooperative considers proprietary or used for internal Cooperative business. A member may request usage data and other Member Account Information by contacting the Cooperative. The Cooperative will make a reasonable effort to respond to requests for this information within 30 business days of being requested by the member.

2. Members have the right to share their own Member Account Information with third parties of their choice to obtain services or products provided by those third parties. These services or products may include, but are not limited to, in-home displays, energy audits, or demand response programs.

3. Members have the opportunity to request corrections or amendments to Member Account Information that the Cooperative maintains.

4. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to members. When the data requested is Standard Usage Information, the request will be fulfilled without charge. Some requests for information extend beyond Standard Usage Information. Fulfilling these requests requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred. Such requests are fulfilled at the discretion of the Cooperative within the parameters of this Member Data Privacy tariff. The costs of fulfilling any special requests shall be borne solely by the member, or third party if deemed appropriate, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.

5. A member may request that his or her Member Account Information be released to a third party of the member's choice by completing a written Informed Member Consent request. Once the Cooperative receives the Informed Member Consent from the member, the Cooperative is not responsible for loss, theft, alteration, or misuse of the data by third parties or members after the information has been transferred to the member or the member's designated third party.

F. Member Notice of Privacy Policies

1. Notice of the Member Data Privacy policy will be published annually, and whenever the privacy policy is amended, in a magazine or newsletter sent to all members. Notice of the privacy policy will also be made available and posted on the Cooperative's website. Notice includes a member service phone number and Internet address where members can direct additional questions or request a copy of the privacy policy.

G. Limitation of Liability

1. The Cooperative and each of its directors, officers, affiliates, and employees that disclose Member Information, Member Usage Data, Personal Data or Aggregated Data to Members, Cooperative Agents, or Contractors, as provided in this tariff, shall not be liable or responsible for any claims for loss or damages resulting from such disclosure.

SECTION D
RATE SCHEDULES

GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES

A. Bills for utility service are subject to Michigan State Sales Tax. Member-Consumers may file a request with the Cooperative for partial or total exemption from the application of sales tax in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury.

B. Bills shall be increased within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operation, 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.

C. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Cooperative's generation or sale of electrical energy.

RATE REALIGNMENT SURCHARGE/CREDIT

Cancelled as of November 28, 2016

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 10:00 p.m., weekdays excluding holidays

(2) Intermediate Period: 7:00 a.m. to 5:00 p.m., all days;
and 5:00 p.m. to 10:00 p.m., weekends and holidays

(3) Off-Peak: All other hours

(4) Designated Holidays:

(a) New Year's Day
(b) Good Friday
(c) Memorial Day
(d) Independence Day
(e) Labor Day
(f) Thanksgiving Day
(g) Christmas Day

The Cooperative may revise the above schedule of time period hours from time to time and, in such event, will submit to members taking service under the relevant rate schedules a new schedule which will become effective thirty days after its issuance date and which will remain in effect until the effective date of any succeeding schedule.

REQUIREMENTS FOR OPERATION OF PARALLEL GENERATION FACILITIES

(COGENERATORS AND SMALL POWER PRODUCERS)

In order to provide for the safety of member-consumers, utility personnel, and others, and to assume 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 member-consumer generation facilities in parallel with the cooperatives distribution system:

Availability

These requirements include all member-consumer generation facilities under 100 KW. Member-Consumer generation facilities of 100 KW and over will be handled on an individual basis.

If the member-consumer does not meet all of the requirements listed below, the cooperative may require termination of parallel operation 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 Board of Directors from time to time.

Safety and Reliability Requirements

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

The member-consumer'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 member-consumer'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 member-consumer 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 member-consumer shall be liable if the member-consumer'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.

The member-consumer shall advise the cooperative prior to making any revisions to the member-consumer'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 member-consumer's generation facility cause interference or adversely affect voltage, frequency, harmonic content or power factor in the cooperative's system or other member-consumers' service, the cooperative may require disconnection of parallel operation until the condition has been corrected.

Reimbursement of Costs

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. The member-consumer shall also pay for costs of changes required due to safety or adverse effects on other member-consumers and/or on the cooperative caused by the connection and/or operation of the member-consumer's generation facility.

(Continued on Sheet No. D-3.01)

REQUIREMENTS FOR OPERATION OF PARALLEL GENERATION FACILITIES

(Continued From Sheet No. D-3.00)

The cooperative may require reasonable and adequate insurance coverage by the interconnecting member-consumer and the member-consumer shall provide proof of liability coverage as may be required by the cooperative.

Rates for Sales to Cooperative

Cogenerators and small power producers may operate under one of the following options:

Option I

The member-consumer may have a detente installed on its single KWH meter and opt to sell no power to the utility.

Option II

The member-consumer may install a second KWH meter to meter energy sold to the cooperative. The cooperative will pay _____ per KWH purchased from the member-consumer.

Option III

The member-consumer may enter into a contract for at least four years providing for the sale of both capacity and energy. The cooperative may require a test period, subject to M.P.S.C. approval, wherein the exact amount of capacity available for sale can be determined. During this period sales will be made subject to Option II.

Capacity is equal to KWH purchased/720. However in no event will demand payments be made in any month when demand is less than KWH purchased/720 for any of the cooperative's four weekly system peaks.

After the contract is executed the utility will pay _____ per KWH purchased. The cooperative will pay a rate per KWH based upon the generation characteristics of the member-consumer as follows:

Rate per KW = _____ x (availability factor)
x (capacity factor)

Availability and capacity factors will initially be based on estimation but may be adjusted if justified by actual performance.

Member-consumers selling capacity recognize that, under certain operating conditions, the cooperative will require the qualifying facility to back down its generation.

Recovery of Administrative Costs

Member-Consumers choosing Options II and III will be assessed a 1 mill/KWH surcharge to cover administrative costs.

Calculation of Avoided Costs

Pursuant to the Commission's Order in Case No. U-6798, dated August 27, 1982, Thumb's avoided costs are based upon the average rate paid to its power suppliers. The power supply bills used to derive avoided energy costs and avoided capacity costs will be kept on file at Thumb. Thumb personnel will be available to explain how this methodology is applied to these bills so as to derive the avoided costs for any particular billing period.

FARM AND HOME SERVICE
SCHEDULE A

Availability:

Available to members of the Thumb Electric Cooperative for all normal permanent year-around farm and home use, who require a transformer 50 kVa or less and have only one (1) point of service (transformer service) on the premises, subject to the established rules and regulations of the Cooperative.

Type of Service:

Alternating current, 60 hertz, at approximately 120/240 volts, single phase, three-wire or, where available, three phase, four-wire delta connected.

Monthly Rate:

Basic Service Charge	@	**$30.00**
Energy Charge	@	**$0.13500/kWh**

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Minimum Charge:

The minimum monthly charge under this schedule shall not be less than **$30.00**. The monthly minimum 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 service an account under this schedule,

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Terms of Payment:

This rate is subject to the Allowable Charges as set forth on Sheet No. B-3.00.

OPTIONAL FARM AND HOME TIME-OF-DAY SERVICE
SCHEDULE A-TOD

Availability:

Available to members of the Cooperative for all normal farm and home use, who have only one (1) point of service (transformer service) on the premises, subject to the established rules and regulations of the Cooperative. The member must contract to receive service on this rate for a minimum of twelve months with a minimum average monthly usage of 1,000 kWh. Members taking service under the CWH, DF or ES rates are not eligible for service under the TOD rate. (This rate is only available to members being served on this rate prior to October 1, 2001.)

Type of Service:

Alternating current, 60 hertz, at approximately 120/240 volts, single phase, three-wire or, where available, three phase, four-wire delta connected.

Monthly Rate:

Basic Service Charge	@	**$45.00**
Energy Charge		
On-Peak	@	**$0.16250/kWh**
Intermediate	@	**$0.10250/kWh**
Off-Peak	@	**$0.08250/kWh**

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Minimum Charge:

The minimum monthly charge under this schedule shall not be less than **$45.00**. The monthly minimum 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 service an account under this schedule.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Terms of Payment:

This rate schedule is subject to the Cooperative's Allowable Charges as set forth on Sheet No. B-3.00.

Definitions:

This rate schedule is subject to the Cooperative's definition of time periods as set forth on Sheet No. D-2.00.

SEASONAL AND LOW USAGE FARM & HOME SERVICE
SCHEDULE A-S

Availability:

Available to seasonal members as defined on Sheet No. A-6.00 and low usage non permanent Farm & Home uses, subject to the established rules and regulations of the Cooperative.

Type of Service:

Alternating current, 60 hertz, at approximately 120/240 volts, a single-phase, three-wire.

Monthly Rate:

Basic Service Charge	@	**$35.50**
Energy Charge	@	**$0.15500/kWh**

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Minimum Charge:

The minimum charge under this schedule shall not be less than **$35.50** per month. The 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.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Billing:

Members taking service under this schedule will monthly be billed the monthly service charge and may be billed monthly for the energy charge if a reading is obtained. If readings are not secured, the energy will be billed annually.

Meter Reading:

The Cooperative will read each meter at least once each year.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

(Continued on Sheet No. D-6.01)

SEASONAL AND LOW USAGE FARM & HOME SERVICE
SCHEDULE A-S
(Continued From Sheet No. D-6.00)

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Terms of Payment:

This rate schedule is subject to the Allowable Charges as set forth on Sheet No. B-3.00.

SEASONAL AND LOW USAGE GENERAL SERVICE
SCHEDULE SGS

Availability:

Available to members of the Thumb Electric Cooperative, who occupy or make use of their facilities only a part of each year or at intervals during the year, for all uses, subject to the established rules and regulations of the Cooperative. In addition, this rate is available for non Farm & Home members with low annual usage of under 2,400 kWh. This schedule is specifically intended for, but not necessarily limited to, the following classes of service: seasonal commercial, seasonal industrial, irrigation system, isolated pumps, sheds, and any others that cannot be classified as Seasonal Farm & Home. Schools may have the option of taking service under this schedule, if they so choose.

Type of Service:

Alternating current, 60 hertz, single phase or three phase, at the Cooperative's available secondary voltages.

Monthly Rate:

Basic Service Charge	@	**$38.00**
Energy Charge	@	**$0.14950**/kWh

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Minimum Charge:

The minimum charge under this schedule shall not be less than **$38.00** per month, plus the Energy Waste Reduction Surcharge amount shown on Sheet No. D-20.03. The 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.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Billing:

Members taking service under this schedule will monthly be billed the monthly service charge and may be billed monthly for the energy charge if a reading is obtained. If readings are not secured, the energy will be billed annually.

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

(Continued on Sheet No. D-7.01)

SEASONAL AND LOW USAGE GENERAL SERVICE
SCHEDULE SGS
(Continued From Sheet No. D-7.00)

Meter Reading:

The Cooperative will read each meter at least once each year.

Terms of Payment:

Billings are due 21 days from the date of rendition for payment in full. A onetime late payment charge of 5% of the unpaid balance will be assessed on any bill not paid by the due date.

GENERAL SERVICE
SCHEDULE GS

Availability:

Available to members of the Thumb Electric Cooperative for all uses, subject to the established rules and regulations of the Cooperative, when billing demand is less than 50 kW. This schedule is specifically intended for, but not necessarily limited to, the following classes of service: commercial, industrial, public buildings, schools, churches and any other that cannot be classified as normal farm and home use. **Requires 2,400 annual kWh usage.**

Type of Service:

Alternating current, 60 hertz, single phase or three phase, at the Cooperative's available secondary voltages.

Monthly Rate:

Service Charge	@	**$33.00**
Energy Charge	@	**$0.13450**/kWh

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Minimum Charge:

The minimum charge under this schedule shall not be less than **$33.00**, plus the Energy Waste Reduction Surcharge amount shown on Sheet No. D-20.03. 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.

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Terms of Payment:

Billings are due 21 days from the date of rendition for payment in full. A one-time late-payment charge of 5% of the unpaid balance will be assessed on any bill not paid by the due date.

OPTIONAL GENERAL TIME-OF-DAY SERVICE
SCHEDULE GS-TOD

Availability:

Available to members of the Cooperative for all uses, subject to the established rules and regulations of the Cooperative, when billing demand is less than 75 kW. Members with billing demands between 50 kW and 75 kW may elect to take service under either Rate Schedule GS or Rate Schedule LGS. This schedule is specifically intended for, but not necessarily limited to, the following classes of service: commercial, industrial, public buildings, schools, churches and any others that cannot be classified as normal farm and home use. The member must contract to receive service on this rate for a minimum of twelve months with a minimum average monthly usage of 1,000 kWh. Members taking service under the CWH, DF, or ES rates are not eligible for service under TOD rate. (This rate will not be available to members after October 1, 2001.)

Type of Service:

Alternating current, 60 hertz, single phase or three phase, at the Cooperative's available secondary voltages.

Monthly Rate:

Basic Service Charge	@	**$45.00**
Energy Charge		
On-Peak	@	**$0.16250/kWh**
Intermediate	@	**$0.10250/kWh**
Off-Peak	@	**$0.08250/kWh**

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Minimum Charge:

The minimum charge under this schedule shall not be less than **$45.00**, plus the Energy Waste Reduction Surcharge amount shown on Sheet No. D-20.03. 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.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Taxes:

Michigan State Sales Tax will be added to all billings including minimums, whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

(Continued on Sheet No. D-9.01)

OPTIONAL GENERAL TIME-OF-DAY SERVICE
SCHEDULE GS-TOD
(Continued From Sheet No. D-9.00)

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Terms of Payment:

Billings are due 21 days from the date of rendition for payment in full. A one time late payment charge of 5% of the unpaid balance will be assessed on any bill not paid by the due date.

Definition of Period:

This rate schedule is subject to the Cooperative's Definition of time periods as set forth on Sheet No. D-2.00.

LARGE GENERAL SERVICE
SCHEDULE LGS

Availability:

Available to any members of the Thumb Electric Cooperative for all uses, subject to the Cooperative's rules and regulations, when billing demand is greater than 50 kW, **and does not exceed 5 MW**.

Type of Service:

Alternating current, 60 hertz, single phase or three phase, at the Cooperative's available secondary voltages.

Monthly Rate:

Demand Charge	@	$11.00/kW
Energy Charge	@	$0.09350/kWh

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Power Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Billing Demand:

The billing demand shall be the kilowatts (kW) supplied during the 30-minute period of the maximum usage during the billing period, but not less than 65% of the highest monthly on-peak metered billing demand during the billing months of June, July, August, December, January, and February of the preceding eleven billing months, nor less than 50 kW.

Minimum Charge:

The minimum charge shall not be less than the demand charge, plus the Energy Waste Reduction Surcharge amount shown on Sheet No. D-20.03. 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.

Primary Service Discount:

A discount of 2.0 percent shall be applied to the bill if the member-consumer owns the transformer and service is provided at primary voltage.

Power Factor:

The above rate charges are predicated upon the 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 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 Consumer's actual power factor.

(Continued on Sheet No. D-10.01)

LARGE GENERAL SERVICE
SCHEDULE LGS
(Continued From Sheet No. D-10.00)

Taxes:

Michigan States Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Terms of Payment:

Billings are due 21 days from the date of rendition for payment in full. A one-time payment charge of 5% of the unpaid balance will be assessed on any bill not paid by the due date.

LARGE POWER DISTRIBUTION SUBSTATION
SCHEDULE LPDS

Availability:

This rate is available only to Large Power Loads (Consumer) of 350 kW or greater to be served within 1,000 feet of the distribution substation. **Maximum load not to exceed 5 MW.**

Type of Service:

Alternating current, 60 hertz, single phase or three phase, at the Cooperative's available secondary voltages or primary voltages.

Monthly Rate:

Demand Charge	@	$11.00/kW
Energy Charge	@	$0.06900/kWh

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Maximum Billing Demand:

The billing demand shall be the kilowatts (kw) supplied during the 30-minute period of the maximum usage during the billing period, but not less than 65% of the highest monthly on-peak metered billing demand during the billing months of June, July, August, December, January, and February of the preceding eleven billing months, nor less than 50 kilowatts.

Minimum Charge:

The minimum charge shall not be less than the billing demand charge as above, plus the Energy Waste Reduction Surcharge amount shown on Sheet No. D-20.03. 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 of short time duration or of intermittent nature.

Primary Service Discount:

A discount of 2.0 (2%) percent shall be applied to the bill if the member-consumer owns the transformer and service is provided at primary voltage.

(Continued on Sheet No. D-11.01)

LARGE POWER DISTRIBUTION SUBSTATION
SCHEDULE LPDS
(Continued From Sheet No. D-11.00)

Taxes:

Michigan States Sales Tax will be added to all billings whenever applicable.

Terms of Payment:

Billings are due 21 days from the date of rendition for payment in full. A one-time payment charge of 5% of the unpaid balance will be assessed on any bill not paid by the due date.

Contracts:

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

Tax Adjustments:

A. Bills shall be increased 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.

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

Power Factor:

The above rate charges are predicated upon the 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 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 Consumer's actual power factor.

OUTDOOR PROTECTIVE LIGHTING SERVICE
SCHEDULE PL

Availability:

Available to all members of the Thumb Electric Cooperative for outdoor protective lighting service on premises on which the member is already taking service from the Cooperative under another rate schedule. Also available to municipalities, political subdivision and others for street lighting service with the condition that said municipalities, etc., become members of the Cooperative.

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Cooperative has the necessary materials, the Cooperative 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 luminaires only and are not open to new business except where the Cooperative elects, at the member-consumer's request, to install additional luminaires within an area already served by a mercury vapor unmetered lighting system. Any such election is subject to the Cooperative having the necessary materials and to the discretion of the Cooperative.

Experimental Emerging Lighting Technology Provision:

Available on an optional basis to Member-Consumers desiring Outdoor Protective 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 luminaire 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.

Hours of Service:

Dusk to dawn, controlled by photo-sensitive-devices, every night and all night for approximately 4,200 hours per year.

Type of Service:

Multiple lighting from secondary or service lines. The Cooperative will supply the energy and will own, operate and maintain the lighting fixtures. Burned out lamps must be reported by the member, and the Cooperative will undertake to replace the lamps as soon as possible during regular working hours. Broken lamps or damage to fixtures by accident or vandalism will be repaired at the member's expense.

Contract Terms:

Service supplied under this schedule will be for a minimum term of one year in accordance with the "Outdoor Protective Lighting Service Agreement."

(Continued on Sheet No. D-12.01)

OUTDOOR PROTECTIVE LIGHTING SERVICE
SCHEDULE PL
(Continued From Sheet No. D-12.00)

Monthly Rate:

Using existing pole and secondary facilities:

175 watt mercury vapor lamp	**$18.00**
400 watt mercury vapor lamp	**$25.00**
100 watt high pressure sodium	**$18.00**
250 watt high pressure sodium	**$25.00**
***40W** LED lamp	**$12.00**

***Subject to change on manufacturer differences**

As of 11/19/24, mercury vapor and high pressure sodium lamps are not available for new installs.

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Special Terms and Conditions:

The above rate is based on the use of existing poles and secondary facilities. If one or more new poles are required, the above rates shall be increased by $3.00 per month per new pole, secondary span, or transformer required solely for a light. For lights installed on and after September 23, 2008, the above rates shall be increased $5.00 per month per pole, secondary span, and an additional $10.00 per month if a transformer is installed solely for the light.

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

(Continued on Sheet No. D-12.02)

OUTDOOR PROTECTIVE LIGHTING AGREEMENT

This agreement dated _____, _____, between _____, herein called the Member, and the Thumb Electric Cooperative of Michigan, Inc., herein called the Cooperative, is for the supply of equipment and electric energy under the provisions of the Outdoor Protective Lighting Service Schedule "PL" at the Member's premises located at

_____, _____, _____.
Township Section County

The Member agrees to take service for the number of lighting fixtures and additional poles listed below and agrees to pay for such listed lighting fixtures and poles in accordance with the charge set forth in the Outdoor Lighting Service Schedule "PL".

The Member jointly agrees, in the event service is discontinued before completion of the contract term, that the total charges for the remainder of the contract term shall be immediately due and payable by the Member.

Lighting fixtures and poles to be supplied by the Cooperative and for which the Member will pay charges are as follows:

Description	Number of Units
40W LED **(Subject to change on manufacturer differences)**	_____
New Poles, Secondary Spans or Transformer	_____

The contractual term of this Agreement is from _____, _____, to _____, _____, and shall extend thereafter from month to month unless terminated by either the Member or the Cooperative on thirty (30) days written notice.

ACCEPTED:

Thumb Electric Cooperative
Of Michigan, Inc.

BY:_____

_____
(Title)

_____
(Member)

_____

_____
(Mailing Address)

CONTROLLED WATER HEATER SERVICE
SCHEDULE CWH

Availability:

Available to members of the Thumb Electric Cooperative, already taking service under Rate Schedule A, A-S or GS, who desire controlled water heating service to single tank installations. Energy will be metered through the regular service meter. Members may choose between a 40 or more gallons option (option 1) **or** an 80 or more gallons option (option 2), as described below. To qualify for this rate, the sole source of water heating must be electricity. (This rate is only available to members being served on this rate prior to February 1, 2024.)

The minimum period of service is for one year and requires a signed agreement with the Cooperative.

Type of Service:

Alternating current, 60 hertz, at approximately 120/240 volts, single phase, three-wire or, where available, three phase, four-wire delta connected service will be controlled by the Cooperative's radio control system.

Hours of Service:

Option 1: For members choosing the 40 or more gallons option, control of service shall not exceed 4 hours per day, said hours to be established from time-to-time by the Cooperative but shall be predominantly between the hours of 11 a.m. to 10 p.m.

Option 2: For members choosing the 80 or more gallons option, control of service shall not exceed 6 hours per day, said hours to be established from time-to-time by the Cooperative but shall be predominantly between the hours of 11 a.m. to 10 p.m.

Monthly Rate:

For members choosing option 1, a credit of **$2.50** per month will be applied to the bills of members who permit the Cooperative to install a remote control device on the member's electric water heater. A member must use a minimum of 350 kWh per month per water heater before a water heater credit will be given.

For members choosing option 2, a credit of **$3.50** per month will be applied to the bills of members who permit the Cooperative to install a remote control device on the member's electric water heater. A member must use a minimum of 500 kWh per month per water heater before a water heater credit will be given.

These credits are to be applied before the bill under Rate Schedule A, A-S or GS is tested against the appropriate minimum charge for Schedules A, A-S or GS.

Energy will be charged the appropriate rate per kWh as specified on Sheet No. D-4.00 for service in conjunction with Schedule A, on Sheet No. D-6.00 for service in conjunction with Schedule A-S or on Sheet No. D-8.00 for service in conjunction with Schedule GS, including applicable fuel and power supply cost recovery adjustments and taxes.

INTERRUPTIBLE HEATING & COOLING SERVICE
SCHEDULE IHC

Cancelled as of February 13, 2018

INTERRUPTIBLE ELECTRIC HEATING SERVICE
SCHEDULE IEH

Availability:

Available to members of the Thumb Electric Cooperative, already taking service concurrently under another rate schedule. This rate is for interruptible service to dual fueled heating loads, geothermal, air-source heat pump, and resistive electric heat systems, which are controlled by the Cooperative. Service is subject to the established rules and regulations of the Cooperative. Service to interruptible load shall be taken through separately metered circuits and permanently wired. Service to interruptible load may not be transferred to firm service circuits to avoid interruption. A backup non-electrical heating source is recommended but not required.

Type of Service:

Alternating current, 60 hertz, at approximately 120/240 volts, single phase, three-wire. Service under this schedule will be available at all times except when interrupted by the Cooperative during times of peak system demand or system emergencies. The total number of hours that this load will be interrupted shall be limited to a maximum of 400 hours per year, and 8 hours per day.

Monthly Rate:

Energy Charge @ **$0.09500/kWh**

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Terms of Payment:

This rate schedule is subject to the terms of payment as set forth on the concurrent rate schedule that qualifies the member for service.

ENERGY STORAGE
SCHEDULE ES

Availability:

Available to members of the Thumb Electric Cooperative, already taking service concurrently under another rate schedule. This rate is for interruptible service to energy storage loads, which are controlled by the Cooperative. Service is subject to the established rules and regulations of the Cooperative. Service to interruptible load shall be taken through separately metered circuits and permanently wired. Service to interruptible load may not be transferred to firm service circuits to avoid interruption. (This rate is only available to members being served on this rate prior to February 1, 2024.)

Type of Service:

Alternating current, 60 hertz, at approximately 120/240 volts, single phase, three-wire. Service under this schedule will be available for approximately 8 hours per day, normally 11:00 p.m. to 7 a.m. or as established by the Cooperative.

Monthly Rate:

Energy Charge @ **$0.09500/kWh**

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Power Supply Cost Recovery Clause and Factor:

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Taxes:

Michigan State Sales Tax will be added to all billings whenever applicable.

Tax Adjustments:

A. Bills shall be increased 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 taxes.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

Terms of Payment:

This rate schedule is subject to the terms of payment as set forth on the concurrent rate schedule that qualifies the member for service.

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 shall be **$12.00** per pole per year. The Board of Directors **have reviewed** this rate and **will** make increases as **scheduled below** to bring the rate to the actual cost of the service.

POLE ATTACHMENT SCHEDULE

YEAR	ANNUAL POLE ATTACHMENT COST
2026	**$18.00**
2027	**$27.00**
2028	**ACTUAL COST**

*** If at any point actual cost is below listed charge, actual cost will be used.**

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.

RESERVED FOR FUTURE USE

LARGE GENERAL SERVICE RATE-CHOICE
SCHEDULE LGS-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 General Service Rate, Schedule LGS. 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:

1. The Member-Consumer must have a Maximum Demand of at least 1 MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule LGS or Schedule LPDS may achieve the 1 MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each demand metering point occurring during a single month. The applicable rate schedule will apply to all aggregated demand metering points on an individual account basis.

2. The Member-Consumer must enter a Retail Access Service Agreement with the Cooperative.

3. 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).

4. 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:

Alternating current, 60 hertz, single phase or three phase, at the Cooperative's available secondary voltages.

Billing Rate (Includes losses):

Demand Charge: **$10.00** per kW

Transmission Charge: **$0.00950** per kWh (subject to Transmission and Ancillary Cost Adjustment)

Variable Distribution Charge: **$0.03260** per kWh

Energy Optimization Surcharge:
This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-20.03.

Transmission and Ancillary Cost Adjustment:

The Transmission Charge is subject to adjustment for increases or decreases in the Cooperative's transmission and ancillary costs as identified in its Power Supply Cost Recovery filings with the Michigan Public Service Commission. The adjustment shall be equal to the Cooperative's average transmission and ancillary costs in dollars per kWh less **$0.00950** per kWh. The applicable Transmission and Ancillary Cost Adjustment factor is set forth on Sheets D-20.00 and D-20.01.

(Continued on Sheet No. D-19.01)

Issued: **November 26, 2013**
By: Dallas R. Braun
General Manager
Ubly, Michigan

Michigan Public Service Commission
November 26, 2013
Filed

Effective for service rendered on and after **November 15, 2013**

Issued under authority of the Michigan Public Service Commission dated **November 14, 2013** in Case No. **U-16888-R**

LARGE GENERAL SERVICE RATE-CHOICE
SCHEDULE LGS-C
(Continued From Sheet No. D-19.00)

Billing Demand:

The billing demand shall be the kilowatts (kW) supplied during the 30-minute period of the maximum usage during the billing period, but not less than 65% of the highest monthly on-peak metered billing demand during the billing months of June, July, August, December, January, and February of the preceding eleven billing months, nor less than **1 MW**.

Minimum Charge:

The minimum charge shall not be less than the demand charge times **1 MW**, plus the Energy Optimization Surcharge amount shown on Sheet No. D-20.03. 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.

Primary Service Discount:

A discount of 2.0 (2%) percent shall be applied if the customer owns the transformer and service is provided at primary voltage.

Power Factor:

The above rates 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.

Sales Tax:

Michigan State Sales Tax will be added where applicable.

Tax Adjustments:

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

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

(Continued on Sheet No. D-19.02)

Michigan Public Service Commission
September 27, 2010
Filed

LARGE GENERAL SERVICE RATE-CHOICE
SCHEDULE LGS-C
(Continued From Sheet No. D-19.01)

Terms of Payment:

A. A one-time late payment charge of five (5%) percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.

B. Billings are due 21 days from the date of rendition for payment in full.

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-Consumer, and the third party.

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 lines or other related equipment 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.

Transition Charge:

Service under this rate may be subject to a transition charge subject to the approval of the Michigan Public Service Commission.

Rules and Regulations:

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

Michigan Public Service Commission
April 3, 2008
Filed

RESERVED FOR FUTURE USE

THUMB ELECTRIC COOPERATIVE OF MICHIGAN
POWER SUPPLY COST RECOVERY CLAUSE

Power Supply Cost Recovery (PSCR) refers to a pricing mechanism commonly employed by utilities such as Thumb Electric Cooperative (TEC). It is used to make short-term power supply pricing adjustments. PSCR is also referred to as Fuel Cost Adjustment or Power Cost Adjustment.

A utility like TEC establishes retail rate energy charges. The retail rate is measured in kilowatt hours (kWh) and consists of two different components – power supply and the costs necessary to operate the utility. The portion of TEC's base rate designated for power supply is $0.06275 per kWh.

Each year TEC balances its actual power supply costs against the power supply base rate charge embedded in its retail rates. Depending on whether the actual power supply costs exceed or fall below the power supply charge of $0.06275, TEC passes along the additional cost or savings to its members through a billing line item labeled "Fuel & Power Adj".

The maximum PSCR TEC can charge its members is determined by the Cooperative's Board of Directors. PSCR can fluctuate from month-to-month but will not exceed the approved maximum.

Below is TEC's PSCR billing for **2026**, the Actual Factor Billed is updated on this page quarterly.

Year	Month	Maximum Authorized **2026** PSCR Factor (Per kWh)	Actual Factor Billed Rate IEH, ES, TOD & GS-TOD (Per kWh)	Actual Factor Billed All Other Rates (Per kWh)
2026	January	**$0.04000**		
2026	February	**$0.04000**		
2026	March	**$0.04000**		
2026	April	**$0.04000**		
2026	May	**$0.04000**		
2026	June	**$0.04000**		
2026	July	**$0.04000**		
2026	August	**$0.04000**		
2026	September	**$0.04000**		
2026	October	**$0.04000**		
2026	November	**$0.04000**		
2026	December	**$0.04000**		

(Continued on Sheet No. D-20.02)

Power Supply Cost Recovery Clause

(Continued From Sheet No. D-20.01)

Thumb Electric Cooperative's PSCR billing for the 2025 calendar year:

Year	Month	Maximum Authorized 2025 PSCR Factor (Per kWh)	Actual Factor Billed Rate IEH, ES, TOD & GS-TOD (Per kWh)	Actual Factor Billed All Other Rates (Per kWh)
2025	January	-$0.00200	$0.00000	-$0.00200
2025	February	$0.04000	$0.02000	$0.01740
2025	March	$0.04000	$0.02000	$0.01740
2025	April	$0.04000	$0.02000	$0.01740
2025	May	$0.04000	$0.02100	$0.01840
2025	June	$0.04000	$0.02460	$0.02120
2025	July	$0.04000	$0.02460	$0.02120
2025	August	$0.04000	$0.02120	$0.01780
2025	September	$0.04000	$0.01000	$0.00660
2025	October	$0.04000	**$0.01900**	**$0.01560**
2025	November	$0.04000	**$0.02100**	**$0.01760**
2025	December	$0.04000	**$0.02100**	**$0.02100**

ENERGY WASTE REDUCTION PROGRAM CLAUSE

This clause permits, pursuant to Section 89 of 2008 PA 295, the adjustment of distribution rates, via the application of an Energy Waste Reduction Surcharge, to allow recovery of the Energy Waste Reduction program costs incurred by the Cooperative in compliance with Section 89 of 2008 PA 295.

An Energy Waste Reduction cost reconciliation shall be conducted annually. **Future rates will be determined prior to the start of the next calendar year, not to exceed maximum authorized.**

The approved Energy Waste Reduction Surcharges are shown below.

ENERGY WASTE REDUCTION SURCHARGES

Sheet No.	Rate Schedule	**Maximum Authorized** $/kWh	**2026 Surcharge $/kWh**
D-4.00	Schedule A – Farm and Home Service	**$0.00500**	**$0.00247**
D-5.00	Schedule A-TOD – Optional Farm and Home Time-of-Day Service	**$0.00500**	**$0.00247**
D-6.00	Schedule A-S – Seasonal and Low Usage Farm & Home Service	**$0.00500**	**$0.00247**
D-15.00	Schedule IEH – Interruptible Electric Heating Service	**$0.00500**	**$0.00247**
D-16.00	Schedule ES – Energy Storage	**$0.00500**	**$0.00247**

Sheet No.	Rate Schedule	**Maximum Authorized** $/meter/month	**2026 $/meter/month**
D-7.00	Schedule SGS – Seasonal and Low Usage General Service	**$5.00**	**$4.60**
D-8.00	Schedule GS – General Service	**$5.00**	**$4.60**
D-9.00	Schedule GS-TOD – Optional General Time-of-Day Service	**$5.00**	**$4.60**
D-10.00	Schedule LGS – Large General Service	**$500.00**	**$46.27**
D-11.00	Schedule LPDS – Large Power Distribution Substation	**$500.00**	**$46.27**
D-12.00	Schedule PL - Outdoor Protective Lighting Service		
	100W HPS/175W MV	$0.16	**$0.16**
	250W HPS/400W MV	$0.37	**$0.37**
	40W LED	$0.03	**$0.03**
D-19.00	Schedule LGS-C – Large General Service Rate-Choice	**$500.00**	**$46.27**
D-21.00	Schedule LPDS-C – Large Power Distribution Substation Rate-Choice	**$500.00**	**$46.27**
D-22.00	Schedule SB – Supplemental Electric Service	**$500.00**	**$46.27**
D-26.00	Schedule TSB – Transmission Standby Service	**$5.00**	**$4.60**

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 service rendered on and after September 1, **2025**, each meter shall be subject to a monthly surcharge of **$1.25**, except that the low income energy assistance funding factor shall not be charged on more than one residential meter per residential site.

LARGE POWER DISTRIBUTION SUBSTATION RATE – CHOICE
SCHEDULE LPDS-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 Distribution Substation Service Rate, Schedule LPDS. 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:

1. The Member-Consumer must have a Maximum Demand of at least 1 MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule LGS or Schedule LPDS may achieve the 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.

2. The Member-Consumer must enter a Retail Access Service Agreement with the Cooperative.

3. 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).

4. 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:

Alternating current, 60 hertz, single phase or three phase, at the Cooperative's available secondary voltages or primary voltages.

Billing Rate (Includes losses):

Demand Charge:	**$10.00** per Kw
Transmission Charge:	**$0.01010** per kWh (subject to Transmission and Ancillary Cost Adjustment)
Variable Distribution Charge:	**$0.01230** per kWh

Energy Optimization Surcharge:
This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-20.03.

Minimum Charge:

The minimum charge shall not be less than the demand charge times 1 MW, plus the Energy Optimization Surcharge amount shown on Sheet No. D-20.03. 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.

(Continued on Sheet No. D-21.01)

Michigan Public Service Commission
November 26, 2013
Filed

LARGE POWER DISTRIBUTION SUBSTATION RATE – CHOICE
SCHEDULE LPDS-C
(Continued From Sheet No. D-21.00)

Transmission and Ancillary Cost Adjustment:

The Transmission Charge is subject to adjustment for increases or decreases in the Cooperative's transmission and ancillary costs as identified in its Power Supply Cost Recovery filings with the Michigan Public Service Commission. The adjustment shall be equal to the Cooperative's average transmission and ancillary costs in dollars per kWh less **$0.01010** per kWh. The applicable Transmission and Ancillary Cost Adjustment factor is set forth on Sheets D-20.00 and D-20.01.

Billing Demand:

The billing demand shall be the kilowatts (kW) supplied during the 30-minute period of the maximum usage during the billing period, but not less than 65% of the highest monthly on-peak metered billing demand during the months of November, December, January, February and March of the preceding eleven billing months, nor less than 1 MW.

Primary Service Discount:

A discount of 2.0 (2.0%) percent shall be applied if the customer owns the transformer and service is provided at primary voltage.

Power Factor:

The above rates 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.

Sales Tax:

Michigan State Sales Tax will be added where applicable.

Tax Adjustments:

A. Bills shall be increased 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 customers from being compelled to share such local taxes.

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

(Continued on Sheet No. D-21.02)

Michigan Public Service Commission
November 26, 2013
Filed

LARGE POWER DISTRIBUTION SUBSTATION RATE – CHOICE
SCHEDULE LPDS-C
(Continued From Sheet No. D-21.01)

Terms of Payment:

A. A one-time late payment charge of five (5%) percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.

B. Billings are due 21 days from the date of rendition for payment in full.

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-Consumer, and the third party.

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.

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.

Transition Charge:

Service under this rate may be subject to a transition charge subject to the approval of the Michigan Public Service Commission.

Rules and Regulations:

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

Supplemental Electric Service
Schedule SB

Availability

Availability for Supplemental Electric Service to members 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's power and energy requirements. Members served under this rate shall have installed generation equipment with a nameplate capacity of not less than 30 kilowatts and shall enter into an Interconnection Agreement with the Cooperative. The rate is not available for Retail Access Service **and shall not exceed 5 MW load**.

Type of Service:

Multi-phase, 60 hertz, at standard secondary voltages.

Monthly Rate

Demand Charge

Contract Demand	$16.79 per kW

Energy Charges

Energy Rate Delivered to Member	$0.05682 per kWh

Energy Waste Reduction Surcharge:

This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Determination of Contract Billing Demand

The Contract Billing Demand shall be the maximum kilowatt (kW) demand that the Cooperative will provide to the member. The Interconnection Agreement shall specify the initial Contract Billing Demand. If the member's metered maximum demand for any 15 minute period during any billing month exceeds the Contract Billing Demand, then Contract Billing Demand shall be equal to the metered maximum demand for the current and all subsequent billing months.

Determination of Billing Energy

The cooperative shall provide bi-directional metering that shall maintain separately the total energy delivered to the member during periods when the member's consumption exceeds its energy output and total the total energy delivered to the cooperative during periods when the member's generation output exceeds its consumption. All energy deliveries occurring Monday through Friday excluding holidays as designated on Original Sheet No. D-2.00 between 11:00 A.M. and 7:00 P.M. local time shall be On Peak. Energy delivered outside of these hours shall be Off Peak.

Power Factor

The above rate charges are predicated upon the consumer maintaining a power factor not less than 90 (90%) percent 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 consumer's average power factor is found to be less than 90 (90%) percent lagging, the metered maximum demand will be increased by the ratio that 90 (90%) percent bears to the consumer's actual power factor.

(Continued on Sheet No. D-22.01)

Supplemental Electric Service
Schedule SB
(Continued From Sheet No. D-22.00)

Primary Voltage Discount

A discount of 2.0 percent (2%) will be applied to charge for deliveries to the member-consumer, if the member-consumer owns the transformer and service is provided at primary voltage.

Minimum Charge

A. The minimum monthly charge shall be Demand Charge (Contract Billing Demand times Monthly Demand Charge), plus the Energy **Waste Reduction** Surcharge amount shown on Sheet No. D-20.03; or

B. As may be specified in the Interconnection Agreement between the Cooperative and its member.

C. The minimum monthly charge may be increased in accordance with the cooperative's rules and regulation in which a greater than average investment is necessary.

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Terms of Payment

Billings are due 21 days from the date of rendition for payment in full. A one-time late payment charge of 5% of the unpaid balance will be assessed on any bill not paid by the due date.

Tax Adjustments

A. Bills shall be increased 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.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority that increases the Cooperative's cost of providing electric service.

Michigan State Sales Tax

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

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. **(This rate is only available to members being served on this rate prior to February 1, 2018.)**

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:

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.

(Continued on Sheet No. D-23.01)

NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued From Sheet No. D-23.00)

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.

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.

MODIFIED NET METERING PROGRAM
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 150 KW

Cancelled as of January 15, 2025

MODIFIED NET METERING PROGRAM
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 150 KW
(Continued from Sheet No. D-23.10)

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:

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) and the $75.00 interconnection application review fee as required in Rule 460.618 (2)) 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-23.12)

MODIFIED NET METERING PROGRAM
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 150 KW
(Continued from Sheet No. D-23.11)

Metering:

The Member-Consumer's usage shall be determined with metering capable of measuring the flow of electricity in both directions. The metering for electricity flowing from the Member-Consumer's premises shall have the same capabilities as the metering required for normal administration of the applicable standard service tariff. The Member-Consumer shall pay the incremental cost of all such metering above that for meters provided for similarly situated non-generating Member-Consumers. Separate metering shall be installed to determine Generation output and will be provided at no cost to the Member-Consumer.

Monthly Charges:

The Total Monthly Charges to be paid by the Member-Consumer shall be the sum of following:

a) The Monthly Charge specified in the standard service tariff, and

b) The charges for the total energy delivered to the Member-Consumer during the month determined pursuant to the Cooperative's applicable standard service tariff, and

c) A generation credit determined by application of the monthly average real-time locational marginal price (LMP) for energy at the commercial pricing (CP) node within the Cooperative's distribution service territory to the total energy (kWh) delivered to the Cooperative during the month plus any dollar amount net excess generation carried over from the prior month. For rates with time-of-use kWh charges, the LMP shall be determined and applied in a manner consistent with the time of use period.

In no instance, shall the Total Monthly Charges be less than the Monthly Charges specified in the standard service tariff, which shall be payable each month. If the Total Monthly Charges are equal to the Monthly Charge, all unused dollar amount of net excess generation credit shall carry over and be available for determination of the generation credit in the following month's bill. Any dollar amount of net excess generation 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.

DISTRIBUTED RENEWABLE ENERGY 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. **(This rate is only available to members being served on this rate prior to June 15, 2026.)**

The Cooperative's Distributed Renewable Energy 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 Distributed Renewable Energy 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 Distributed Renewable Energy 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.

Member-Consumers wishing to participate in the Distributed Renewable Energy Program shall obtain a Distributed Renewable Energy Application from the Cooperative and submit the completed application, including the $100.00 application fee, for review. Upon approval of the Distributed Renewable Energy Application, the Cooperative shall issue a Distributed Renewable Energy and Interconnection Agreement to be signed by the Member-Consumer and the Cooperative. A copy of the signed agreement will be kept on file at the Cooperative. A signed Distributed Renewable Energy and Interconnection Agreement ("Agreement") is required prior to interconnection of the Member-Consumer's generator to the Cooperative's facilities.

The interconnection device used to connect the Member-Consumer's renewable energy generator with the Cooperative's facilities shall comply with the requirements of IEEE standard 519 and 1547, and Underwriters Laboratories standard UL-1741 Scope 1.1a for utility-interactive (grid-connected) power systems.

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:

a) Aggregate nameplate capacity of the generator(s).

b) Aggregate projected annual kWh output of the generators(s)

(Continued on Sheet No. D-23.21)

DISTRIBUTED RENEWABLE ENERGY PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS

(Continued From Sheet No. D-23.20)

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 Distributed Renewable Energy 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.

Metering

The Member-Consumer's usage shall be determined with metering capable of measuring the flow of electricity in both directions. The metering for electricity flowing from the Member-Consumer's premises shall have the same capabilities as the metering required for normal administration of the applicable standard service tariff. The Member-Consumer shall pay the incremental cost of all such metering above that for meters provided for similarly situated non-generating Member-Consumers. Any service upgrades, protective or power quality equipment/devices necessary to accommodate the output of the generating unit(s), as determined by the Cooperative, shall be at the Member-Consumer's expense.

Monthly Charges:

The Total Monthly Charges to be paid by the Member-Consumer shall be the sum of the following:

a) The Monthly Charge specified in the standard service tariff, and

b) The charges for the total energy delivered to the Member-Consumer during the month determined pursuant to the Cooperative's applicable standard service tariff, and

c) A generation credit determined by application of the monthly average real-time locational marginal price (LMP) for energy at the commercial pricing (CP) node within the Cooperative's distribution service territory or $0.065 whichever is less to the total energy (kWh) delivered to the Cooperative during the month plus any dollar amount net excess generation carried over from the prior month. For rates with time-of-use kWh charges, the LMP shall be determined and applied in a manner consistent with the time of use period.

In no instance, shall the Total Monthly Charges be less than the Monthly Charges specified in the standard service tariff, which shall be payable each month. If the Total Monthly Charges are equal to the Monthly Charge, all unused dollar amount of excess generation credit shall carry over and be available for determination of the generation credit in the following month's bill. Any dollar amount of excess generation 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 Distributed Renewable Energy 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 Distributed Renewable Energy meter.

DISTRIBUTED RENEWABLE ENERGY PROGRAM
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 150 KW

Availability

This rate is available only to Member-Consumers who operate renewable electric generation facilities with a nameplate capacity of greater than 20 kW and not more than 150 kW 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 at a site (defined by section 13 of PA295 of 2008), the generator's rating(s) shall be summed and the sum shall be greater than 20 kW and not more than 150 kW. **(This rate is only available to members being served on this rate prior to June 15, 2026.)**

The Cooperative's Distributed Renewable Energy 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 Distributed Renewable Energy 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 Distributed Renewable Energy 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.

(Continued on Sheet No. D-23.31)

DISTRIBUTED RENEWABLE ENERGY PROGRAM
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 150 KW

(Continued from Sheet No. D-23.30)

Member-Consumers wishing to participate in the Distributed Renewable Energy program shall obtain a Distributed Renewable Energy Application from the Cooperative and submit the completed application, including the $100.00 application fee, for review. Upon approval of the Distributed Renewable Energy Application, the Cooperative shall issue a Distributed Renewable Energy and Interconnection Agreement to be signed by the Member-Consumer and the Cooperative. A copy of the signed agreement will be kept on file at the Cooperative. A signed Distributed Renewable Energy and Interconnection Agreement ("Agreement") is required prior to interconnection of the Member-Consumer's generator to the Cooperative's facilities.

The interconnection device used to connect the Member-Consumer's renewable energy generator with the Cooperative's facilities shall comply with the requirements of IEEE standard 519 and 1547, and Underwriters Laboratories standard UL-1741 Scope 1.1a for utility-interactive (grid-connected) power systems.

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:

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 Distributed Renewable Energy 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.

(Continued on Sheet No. D-23.32)

DISTRIBUTED RENEWABLE ENERGY PROGRAM
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 150 KW
(Continued from Sheet No. D-23.31)

Metering:

The Member-Consumer's usage shall be determined with metering capable of measuring the flow of electricity in both directions. The metering for electricity flowing from the Member-Consumer's premises shall have the same capabilities as the metering required for normal administration of the applicable standard service tariff. The Member-Consumer shall pay the incremental cost of all such metering above that for meters provided for similarly situated non-generating Member-Consumers. Any service upgrades, protective or power quality equipment/devices necessary to accommodate the output of the generating unit(s), as determined by the Cooperative, shall be at the Member-Consumer's expense.

Monthly Charges:

The Total Monthly Charges to be paid by the Member-Consumer shall be the sum of following:

a) The Monthly Charge specified in the standard service tariff, and

b) The charges for the total energy delivered to the Member-Consumer during the month determined pursuant to the Cooperative's applicable standard service tariff, and

c) A generation credit determined by application of the monthly average real-time locational marginal price (LMP) for energy at the commercial pricing (CP) node within the Cooperative's distribution service territory or $0.065 whichever is less to the total energy (kWh) delivered to the Cooperative during the month plus any dollar amount net excess generation carried over from the prior month. For rates with time-of-use kWh charges, the LMP shall be determined and applied in a manner consistent with the time of use period.

In no instance, shall the Total Monthly Charges be less than the Monthly Charges specified in the standard service tariff, which shall be payable each month. If the Total Monthly Charges are equal to the Monthly Charge, all unused dollar amount of excess generation credit shall carry over and be available for determination of the generation credit in the following month's bill. Any dollar amount of excess generation 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 Distributed Renewable Energy 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 Distributed Renewable Energy meter.

DISTRIBUTED RENEWABLE ENERGY PROGRAM (DRE)
ON AND AFTER DECEMBER 1, 2025
GENERATORS WITH A CAPACITY OF 20 KW AND LESS

Availability

In order to facilitate the generation and transmission Cooperative's ("G&T") standing offer for 10 MW of solar and wind energy and to ensure the ongoing availability of net metering, this offer is available to Member-Consumers with a Distributed Renewable Energy Agreement on file with the Cooperative on or after December 1, 2025 who operate solar or wind renewable energy 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 Distributed Renewable Energy Program is available on a first come, first serve, limited basis until the G&T's standing offer expires upon full 10 MW subscription, absent extension, renewal, or reauthorization by the G&T.

Upon enrolling in the Distributed Renewable Energy Program, Member-Consumers shall be eligible to continue participation for a term of ten years. A participating Member-Consumer may terminate participation in the Cooperative's Distributed Renewable Energy Program at any time and for any reason.

Member-Consumer Eligibility

To be eligible to participate in the Distributed Renewable Energy Program, Member-Consumers must (1) generate a portion or all of their own retail electricity requirements using a solar or wind renewable electric generator, and (2) be Full Requirements Service Member-Consumers taking service under the Cooperative's applicable service tariff. The availability charge of the applicable service tariff shall be paid in full by the Member-Consumer for each billing period - distributed renewable energy credits cannot be applied to the availability charge.

Member-Consumers wishing to participate in the Distributed Renewable Energy program shall obtain a Distributed Renewable Energy Application from the Cooperative and submit the completed application, including the $100.00 application fee, for review. Upon approval of the Distributed Renewable Energy Application, the Cooperative shall issue a Distributed Renewable Energy and Interconnection Agreement to be signed by the Member-Consumer, the Cooperative, and the G&T. A copy of the signed agreement will be kept on file at the Cooperative. A signed Distributed Renewable Energy and Interconnection Agreement ("Agreement") is required prior to interconnection of the Member-Consumer's generator to the Cooperative's facilities.

Member-Consumers must complete construction and meet commercial operation of the Member-Consumer Facility within 180 days of signing the Agreement.

The interconnection device used to connect the Member-Consumer's renewable energy generator with the Cooperative's facilities shall comply with the requirements of IEEE standard 519 and 1547, and Underwriters Laboratories standard UL-1741 Scope 1.1a for utility-interactive (grid-connected) power systems. The Cooperative may require reasonable and adequate insurance coverage by the Member-Consumer and the Member-Consumer shall provide proof of liability coverage as may be required by the Cooperative.

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:

a) Aggregate nameplate capacity of the generator(s), or

b) Aggregate projected annual kWh output of the generator(s)

(Continued on Sheet No. D-23.41)

DISTRIBUTED RENEWABLE ENERGY PROGRAM (DRE)
ON AND AFTER DECEMBER 1, 2025
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued From Sheet No. D-23.40)

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 Distributed Renewable Energy 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.

Metering

The Member-Consumer's usage and excess generation shall be determined using a single meter with separate registers measuring power flow in each direction. If there is a significant initial incremental cost to provide a meter measuring power flow in each direction above the cost for meters provided for similarly situated non-generating Member-Consumer's, the difference in cost shall be paid by the Member-Consumer. Any service upgrades, protective or power quality equipment/devices necessary to accommodate the output of the generating unit(s), as determined by the Cooperative, shall be at the Member-Consumer's expense.

Monthly Charges and Credits:

"Excess Generation" means energy and associated renewable energy attributes, including, but not limited to Renewable Energy Credits, generated by the Member-Consumer's renewable energy generator and not consumed at the Member-Consumer's location (and delivered to the Cooperative).

The Member-Consumer shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member-Consumer for energy delivered to the Member-Consumer by the Cooperative. The Member-Consumer shall be credited 5.6 cents per kwh, for Excess Generation. Energy produced by the Member-Consumer's solar or wind renewable energy generator and consumed at the Member-Consumer's location without flowing onto the Cooperative's distribution system is not billed by the Cooperative, compensated by the Cooperative, or displayed on the billing statement.

The credit for any Excess Generation during the billing period shall only be applied to the energy charge of the standard service tariff applicable to the Member-Consumer and will be applied to the bill for that period. Any credit that is not used up during the current billing period shall be carried forward for use in subsequent billing periods. If a Member-Consumer terminates service with the Cooperative while having a distributed renewable energy credit amount on their account, the G&T shall pay, through its agent, the Cooperative, the remaining credit amount to the Member-Consumer following a final reading by the Cooperative of the Member-Consumer's meter.

LARGE RENEWABLE ENERGY PROGRAM (LRE)
ON AND AFTER DECEMBER 1, 2025
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 1 MW

Availability

In order to facilitate the generation and transmission Cooperative's ("G&T") expanded standing offer for 10 MW of solar and wind energy and to ensure the ongoing and expanded availability of net metering, this offer is available to Member-Consumers with a Large Renewable Energy Agreement on file with the Cooperative on or after December 1, 2025 who operate solar or wind renewable electric generation facilities with a nameplate capacity of 1 MW 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 1 MW.

The Cooperative's Large Renewable Energy Program is available on a first come, first serve, limited basis until the G&T's standing offer expires upon full 10 MW subscription.

Upon enrolling in the Large Renewable Energy Program, Member-Consumers shall be eligible to continue participation for a term of ten years. A participating Member-Consumer may terminate participation in the Cooperative's Large Renewable Energy Program at any time and for any reason.

Member-Consumer Eligibility

To be eligible to participate in the Large Renewable Energy Program, Member-Consumers must (1) generate a portion or all of their own retail electricity requirements using a solar or wind renewable electric generator, and (2) be Full Requirements Service Member-Consumers taking service under the Cooperative's applicable service tariff. The availability charge of the applicable service tariff shall be paid in full by the Member-Consumer for each billing period - large renewable energy credits cannot be applied to the availability charge.

Member-Consumers wishing to participate in the Large Renewable Energy program shall obtain a Large Renewable Energy Application from the Cooperative and submit the completed application, including the $100.00 application fee, for review. Upon approval of the Large Renewable Energy Application, the Cooperative shall issue a Large Renewable Energy and Interconnection Agreement to be signed by the Member-Consumer, the Cooperative, and the G&T. A copy of the signed agreement will be kept on file at the Cooperative. A signed Large Renewable Energy and Interconnection Agreement ("Agreement") is required prior to interconnection of the Member-Consumer's generator to the Cooperative's facilities.

Member-Consumers must complete construction and meet commercial operation of the Member-Consumer Facility within 180 days of signing the Agreement.

If the Member-Consumer does not meet (or, for the term of the Agreement, continue to meet) all of the requirements of the Agreement, as well as the requirements listed below, the Cooperative may require termination of parallel operation 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 Facility.

Safety and Reliability Requirements

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

(Continued on Sheet No. D-23.51)

LARGE RENEWABLE ENERGY PROGRAM (LRE)
ON AND AFTER DECEMBER 1, 2025
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 1 MW
(Continued from Sheet No. D-23.50)

The Member-Consumer'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 Facility 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 Member-Consumer 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 Member-Consumer shall be liable if the Member-Consumer'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.

The Member-Consumer shall advise the Cooperative prior to making any revisions to the 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 Facility cause interference or adversely affect voltage, frequency, harmonic content or power factor in the Cooperative's system or other Member-Consumers' service, the Cooperative may require disconnection of parallel operation until the condition has been corrected.

The interconnection device used to connect the Member-Consumer’s renewable energy generator with the Cooperative’s facilities shall comply with the requirements of IEEE standard 519 and 1547, and Underwriters Laboratories standard UL-1741 Scope 1.1a for utility-interactive (grid-connected) power systems. The Cooperative may require reasonable and adequate insurance coverage by the Member-Consumer and the Member-Consumer shall provide proof of liability coverage as may be required by the Cooperative.

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. The generation capacity shall be the aggregate nameplate capacity of the generator(s) (in kW AC).

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 Large Renewable Energy Application.

Metering:

The Member-Consumer’s usage and excess generation shall be determined using hourly metering with separate registers measuring power flow in each direction. If there is a significant initial incremental cost to provide a meter measuring power flow in each direction above the cost for meters provided for similarly situated non-generating Member-Consumer’s, the difference in cost shall be paid by the Member-Consumer. Any service upgrades, protective or power quality equipment/devices necessary to accommodate the output of the generating unit(s), as determined by the Cooperative, shall be at the Member-Consumer’s expense. In the case of meter malfunction, all missing hours of production are excluded from the calculation of “Excess Generation” (defined below).

(Continued on Sheet No. D-23.52)

LARGE RENEWABLE ENERGY PROGRAM (LRE)
ON AND AFTER DECEMBER 1, 2025
GENERATORS WITH A CAPACITY GREATER THAN 20 KW AND NOT MORE THAN 1 MW
(Continued from Sheet No. D-23.51)

Reimbursement of Costs

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 Facility in parallel with the Cooperative's system, as noted above, as well as an interconnection study, at the request of the Cooperative. The Member-Consumer shall also pay for costs of changes required due to safety or adverse effects on other Member-Consumers and/or on the Cooperative caused by the connection and/or operation of the Member-Consumer's renewable energy generator.

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

Monthly Charges and Credits

"Excess Generation" means energy and associated renewable energy attributes, including, but not limited to Renewable Energy Credits, generated by the Member-Consumer's renewable energy generator and not consumed at the Member-Consumer's location (and delivered to the Cooperative).

The Member-Consumer shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member-Consumer for energy delivered to the Member-Consumer by the Cooperative. The Member-Consumer shall be credited the Hourly Real Time Locational Marginal Price at the Midcontinent Independent System Operator's CONS.WOLV node (or successor entity or delivery point) on an annual production weighted average basis as calculated below, for Excess Generation, subject to the Excess Generation Cap as described below. Energy produced by the Member-Consumer's solar or wind renewable energy generator and consumed at the Member-Consumer's location without flowing onto the Cooperative's distribution system is not billed by the Cooperative, compensated by the Cooperative, or displayed on the billing statement.

A. Excess Generation Cap

The annual Excess Generation credit is limited as follows:

Generator Aggregate Nameplate Capacity x 8760 hours x 20% x 10%

B. Applying Excess Generation Credit

The G&T shall pay the Excess Generation Credit to the Member-Consumer through its agent, the Cooperative, on an annual basis, by February 28, and the Cooperative shall credit such amount on the next normal bill cycle after receipt of the Excess Generation Credit.

Green Thumb Renewable Energy - Rider

Availability:

This Rider is available on a first-come, first-serve basis to metered Thumb Electric Cooperative full service and retail access service members to promote the development and operation of renewable power facilities in the state of Michigan. The availability of service under this Rider may be limited by the availability of Renewable Energy Certificates (REC's) from renewable power facilities in the state of Michigan, at or below the maximum price set forth in this Rider. A REC is a unique, independently certified and verifiable record of the production of 1 megawatt hour of renewable energy.

In the event sufficient REC's to provide service to all members desiring service under this Rider from Michigan renewable resource facilities at or below the maximum monthly charge set forth in this Rider are not available, service under this Rider may be limited to available REC's or the Rider may be closed to additional subscribers.

Character of Service:

The character of service is as specified under the applicable Rate Schedule under which the member takes service and with which this Rider is associated.

Rate:

The following charge shall apply and will be in addition to the normal charges applied under the applicable Rider(s) and Rate Schedule(s) in effect at the member's metered location:

Maximum Monthly Charge For each 100 kWh block:	$3.00 for REC's plus a $0.50 administrative fee
Current Monthly Charge For each 100 kWh block:	$3.00 for REC's plus a $0.50 administrative fee

Members may elect fixed increments (per block) up to their average monthly electric consumption under the rate to which this Rider is attached if REC's are available. In the event that the energy represented in the blocks purchased exceeds the member's actual kWh delivered for the billing period, no reconciliation shall be made on the member's billing.

Service under this Rider will begin 30 days after notification to the Board of Directors of Thumb Electric Cooperative that sufficient REC's to commence the program have been procured and an updated Rider showing the Current Monthly Charge has been filed. A revised Rider will be filed prior to changing the Current Monthly Charge.

Term:

The minimum term available to members is one year extending thereafter from billing period to billing period. Members shall provide at least three business days notice of their desire to begin or terminate service.

CONTROLLED CENTRAL AIR CONDITIONING SERVICE
SCHEDULE CAC

Availability:

Available to members of the Thumb Electric Cooperative, already taking service concurrently under Rate Schedule A, A-S, or GS, who desire controlled service to central air conditioning systems. Service is subject to the established rules and regulations of the Cooperative and energy will be metered through the regular service meter. (This rate is only available to members being served on this rate prior to November 25, 2013**.**)

The minimum period of service is for one year and requires a signed agreement with the Cooperative. To qualify for service under this schedule, the member must permit the Cooperative to install a remote control device on the member's central air conditioning system. The remote control device must be installed before May 1 and be continuously available for operation by the Cooperative through September 30 of any calendar year.

Type of Service:

Alternating current, 60 hertz, at approximately 120/240 volts, single phase, three-wire subject to control by the Cooperative's radio control system.

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. Control shall not exceed 30 minutes in any hour and not more than 8 hours of total interruption in any one day.

Monthly Rate:

Members qualifying for service under this schedule shall receive a credit of **$5.00** per year applied to bills issued for September usage. If, for any reason, the member discontinues service under this schedule before September 30 of the current year, the credit will be forfeited without proration.

Transmission Standby Service
Schedule TSB

Availability

Availability for Standby Electric Service to member-consumers within the retail service territory of Thumb Electric 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-consumers' power and energy requirements. Member-consumers served under this rate shall have installed generation equipment with a nameplate capacity of not less than 200 kilowatts and shall enter into a Service Agreement with the Cooperative. This schedule does not provide for the purchase of any generation output by the Cooperative. The rate is not available for Retail Access Service.

Type of Service

Alternating current at transmission voltages of 40KV or greater where the member-consumer owns all service and transformer equipment.

Monthly Rate

Facility Charge – Such amount as may be stated in the Service Agreement	
Service Charge – Per service location	**$275.00**/month
Energy Charges – Energy Rate	**$.07500**per kWh
Demand Charge – Maximum Demand	**$3.50**/KW

Energy Waste Reduction Surcharge:
This rate is subject to the Energy Waste Reduction Surcharge shown on Sheet No. D-20.03.

Determination of Contract Billing Demand

The Maximum Billing Demand shall be the maximum thirty (30) minute kilowatt (kW) demand metered during the billing month.

Determination of Billing Energy

The cooperative shall provide or cause to be provided at member-consumers' expense metering and associated equipment that shall maintain separately the total energy delivered to the member-consumer during periods when the member-consumer's consumption exceeds its energy output. Total billing energy shall be the total energy delivered to the member-consumer during the billing month.

Power Factor

The above rate charges are predicated upon the consumer maintaining a power factor not less than 90 (90%) percent 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 consumer's average power factor is found to be less than 90 (90%) percent lagging, the metered maximum demand will be increased by the ratio that 90 (90%) percent bears to the consumer's actual power factor.

(Continued on Sheet No. D-26.01)

Transmission Standby Service
Schedule TSB
(Continued From Sheet No. D-26.00)

Minimum Charge

A. The minimum monthly charge shall be the Service Charge and

B. The Facility Charge and other charges as may be specified in the service agreement between the Cooperative and Member-Consumer.

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-20.01.

Terms of Payment

Billings are due 21 days from the date of rendition for payment in full. A one-time late payment charge of 5% of the unpaid balance will be assessed on any bill not paid by the due date.

Tax Adjustments

A. Bills shall be increased 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.

B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority that increases the Cooperative's cost of providing electric service.

Michigan State Sales Tax

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

RENEWABLE ENERGY PURCHASE AND SALE PROGRAM (BUY-ALL/SELL-ALL)
SCHEDULE BASA

In order to provide for the safety of Members, Cooperative personnel, and others, and to ensure reliable electric service consistent with the **generation and transmission** Cooperative's **(G&T) standing** offer for **10** MW of solar and wind renewable energy, the following requirements are established for connection and/or operation of Member generation facilities in parallel with the Cooperative's distribution system, beginning **December 1, 2025**.

Availability

The Cooperative's Buy-All/Sell-All Program is available on a first come, first serve, limited basis until the **G&T's standing** offer expires upon full **10** MW subscription, **absent extension, renewal, or reauthorization by the G&T**.

These requirements govern all Member-owned generation facilities, which generate all of their electricity using a solar or wind renewable energy generator ("Member Facility"), with a nameplate of **100** kW or less.

Members wishing to participate in the Buy-All/Sell-All program shall submit a completed Buy-All/Sell-All Application and the $100 application fee to the Cooperative for review. Upon approval of the Buy-All/Sell-All Application, the Cooperative shall issue a Buy-All/Sell-All Interconnection and Purchase Agreement ("Agreement") between the Member, the Cooperative and the **G&T**. Members must complete construction and meet commercial operation of the Member Facility within 180 days of signing the Buy-All/Sell-All Interconnection and Purchase Agreement.

The nameplate of the renewable energy generator size is limited to **100** kW per Member. The Member's entire renewable energy generator must fit within the limit and must be located on the Member's premises. If a Member has more than one renewable energy generator, the generators' ratings must be summed and the sum may not exceed **100** kW.

Upon enrolling in this Buy-All/Sell-All program, the term of the Agreement is 20 years. A participating Member may terminate participation in the Buy-All/Sell-All program at any time and for any reason.

If the Member does not meet (or, for the term of the Agreement, continue to meet) all of the requirements of the Agreement, as well as the requirements listed below, the Cooperative may require termination of parallel operation and the Member shall be liable for any damages or injury resulting from unauthorized or improper connection and/or operation of the Member's Facility.

Safety and Reliability Requirements

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

The Member'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 Facility 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 Member 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 Member shall be liable if the Member'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-27.01)

RENEWABLE ENERGY PURCHASE AND SALE PROGRAM (BUY-ALL/SELL-ALL)
SCHEDULE BASA
(Continued From Sheet No. D-27.00)

The Member shall advise the Cooperative prior to making any revisions to the 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 Facility cause interference or adversely affect voltage, frequency, harmonic content or power factor in the Cooperative's system or other Members' service, the Cooperative may require disconnection of parallel operation until the condition has been corrected.

Metering

Separate metering shall be installed to determine generation output. The Member Facility must deliver, to the Cooperative's system, all energy generated. The Member shall pay the incremental cost of all such metering above the cost for meters provided for similarly situated nongenerating Members. Any service upgrades or protective equipment/devices necessary to accommodate the output of the generating unit(s), as determined by the Cooperative, shall be at the Member's expense.

Reimbursement of Costs

The Member 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 Facility in parallel with the Cooperative's system, as noted above, as well as an interconnection study, at the request of the Cooperative. The Member shall also pay for costs of changes required due to safety or adverse effects on other Members and/or on the Cooperative caused by the connection and/or operation of the Member's renewable energy generator.

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

Monthly Charges and Credits

The Member shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member for all energy delivered to the Member by the Cooperative, including energy necessary to operate the Member's renewable energy generator.

The Cooperative**, as an agent for the G&T,** shall pay the Member 6.5 cents per kWh for all energy delivered to the Cooperative by the Member as a credit on the Member's monthly bill. The credit will be applied to the energy charge of the standard service tariff applicable to the Member and will be applied to the bill for that period. Any credit that is not used up during the current billing period shall be carried forward for use in subsequent billing periods.

If **a credit accumulates to an amount greater than $100**, the Cooperative may pay the balance to the Member**, as an agent for the G&T**.

If a Member terminates service with the Cooperative while having a remaining credit amount on their account, the Cooperative shall pay the remaining credit amount to the Member following a final reading by the Cooperative of the Member's meter.

COMMUNITY SOLAR PROGRAM

The Cooperative's generation and transmission Cooperative ("G&T") has created a standing offer for 10 MW of renewable energy, produced by solar and wind energy generators. As part of that standing offer, the G&T has developed a Community Solar Program for the Cooperative and its Members, available from the SpartanSolar-Wolverine array on M-55 in Cadillac, Michigan ("Facility").

Program and Availability

The Community Solar Program permits voluntary participation by Members who may benefit from available solar resources without the cost of permanent installation, impact on property, or hassle of maintenance.

Members wishing to participate in the Community Solar Program must submit a completed Community Solar Subscription and Credit **Form** to the Cooperative to commit to the desired subscription level. Upon acceptance and determination of the applicable subscription cost, the Cooperative shall issue a Community Solar Subscription and Credit Agreement between the Member, the Cooperative, **and the G&T**. Acceptance into the Program is on a limited basis until the full output of the Facility has been subscribed.

Upon enrolling in the Community Solar Program, the subscription is effective for a term of 15 years. A participating Member may terminate participation in the Community Solar Program at any time and for any reason, subject to refund provisions as outlined below. If participation is terminated, a Member must wait 12 months before re-enrolling.

Payments

Members have the following subscription options under the Community Solar Program, priced on a per "panel" (while the Member will not have ownership in a solar panel, each subscription is based on the output of one solar panel) basis, as follows:

I. A single upfront subscription payment of **$600**, or

2. **$10.00** monthly subscription payments for 5 years.

Each solar panel is rated at approximately **335** watts.

While the single upfront payment is due upon acceptance by the Cooperative, monthly subscription payment amounts will appear on the Member's bill each month, for 60 months. The subscription payment covers the cost of solar energy, which includes cost of construction, operation and maintenance costs, financing costs, insurance, required interconnection and electric system modification costs, program management costs, and the value of all intrinsic renewable attributes, including, but not limited to, Renewable Energy Credits, associated with the solar energy output.

(Continued on Sheet No. D-28.01)

COMMUNITY SOLAR PROGRAM

(Continued From Sheet No. D-28.00)

Refund

If a Member dies, terminates service with the Cooperative, has received Solar Output Energy Credits for 15 years, or requests to terminate the Community Solar Subscription and Credit Agreement, the Member will receive a refund of their remaining solar energy subscription, which is calculated by determining the Member's amount paid for Subscribed Solar Energy and reducing it by the amount of Solar Energy Output Credits paid to the Member as of the date of termination.

If a Member fails to pay three monthly subscription payments, the Cooperative may terminate the Member's Community Solar Subscription and Credit Agreement at the Cooperative's sole discretion. Upon termination, the Member is eligible for refund as calculated above, minus a **$50** default fee.

Service and Credit

The Member shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member for all energy delivered to the Member by the Cooperative.

In the first month where Facility output data is available and after the upfront subscription or first monthly subscription has been paid, the Cooperative shall pay the Member **$0.10**/kWh every month as a bill credit, known as the Solar Energy Output Credit, equal to the Member's pro rata share of the Facility's output (measured in kilowatt hours at the array), from the most recent month available.

This pro rata share will reflect the Member's percentage subscription in the array when applied to the output of the entire array. The Member is entitled to Solar Energy Output Credits for 15 years from the effective date of the Community Solar Subscription and Credit Agreement.

If the monthly Solar Energy Output Credit exceeds the energy charge of the standard service tariff applicable to the Member, the excess credit will be rolled over and applied to the next month's applicable energy charge.

Although the value of the Solar Energy Output Credit may increase over the life of the Community Solar Program, there should be no expectation (and there is no guarantee) that the value of the credit will be greater than the subscription payment. Participants should not enroll in this program with any expectation of profit or financial gain.

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 eligible to be taking service under the Cooperative's Schedule LGS or LPDS and have a Maximum Demand of at least 50 kW. No more than 30% of the total number of member-consumers between 50 kW and 199 kW may be eligible for service under this tariff.

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.

(Continued on Sheet No. E-1.01)

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

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 may 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.

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 Thumb 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.

"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.

(Continued on Sheet No. E-1.02)

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

"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 at 41.6 kV and below 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.

"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 eleven (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.

(Continued on Sheet No. E-1.03)

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

"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.

"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.

"Transition Charge" means a surcharge for the recovery of costs associated with the implementation of Retail Access Service and/or the Cooperative's stranded costs arising from the implementation of Retail Access Service, as determined by the Commission.

"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.

"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-1.04)

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

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 LGS and LPDS and having a demand meter with a Maximum Demand of at least 50 kW is eligible to take service under this tariff. No more than 30% of the total number of member-consumers between 50 KW and 199 kW may be eligible for service under this tariff.

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.

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.

(Continued on Sheet No. E-1.05)

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

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.

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.

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.

(Continued on Sheet No. E-1.06)

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

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.

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.

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.

(Continued on Sheet No. E-1.07)

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

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.

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 460.3901 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.

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.

(Continued on Sheet No. E-1.08)

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

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.

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.

(Continued on Sheet No. E-1.09)

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

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.

4. Optional Services (i.e., billing and remittance processing, credit and collections, meter read information, Member-Consumer information, etc.) may be provided by the Cooperative pursuant to terms negotiated with the AES, and shall be offered on a non-discriminatory basis. Amounts owed to the Cooperative by an AES may be deducted from the AES's Member-Consumer payments received by the Cooperative prior to remittance to the AES.

5. The Cooperative will not pursue collections action for any AES.

3.3.3 Unless otherwise specified by the Cooperative, all payments made to the Cooperative by the AES will be made by electronic funds transfer to the Cooperative's account.

3.4 Terms and Conditions of Service

3.4.1 The AES is responsible for providing Power to be transmitted by the appropriate Transmission Service Provider(s) to the Cooperative's Distribution Point of Receipt. The AES shall meet all obligations necessary to schedule Power to match the Member-Consumer's Load, subject to energy imbalance charges and penalties in accordance with the terms of the OATT of the Transmission Service Provider(s).

3.4.2 Retail Access Service may not commence until metering has been installed as specified in this Tariff as outlined in Section 2.5.

3.4.3 The AES will provide to the Cooperative or the Cooperative's designated recipient daily energy schedules for all services including losses associated with use of the Distribution System. The AES will provide verification that it has arranged for and scheduled transmission service to deliver Energy, the energy schedule has been approved by the Transmission Service Provider(s), and the AES has covered losses on the Transmission System(s).

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 Cooperative will supply losses once supply is delivered to its 41.6 kV system and these costs are included in its tariff.

(Continued on Sheet No. E-1.10)

RETAIL ACCESS SERVICE TARIFF
(Continued From Sheet No. E-1.09)

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.

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.

(Continued on Sheet No. E-1.11)

RETAIL ACCESS SERVICE TARIFF
(Continued From Sheet No. E-1.10)

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.

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 the Large General Service Rate-Choice (Schedules LGS-C) and Large Power Distribution Substation Rate-Choice (LPDS-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.

Terms of Payment

1. Monthly bills for Standby Service rendered by the Cooperative are due and payable on or before the due date listed on the bill.
2. The above rates are net. A one-time late payment charge of two (2%) percent of the unpaid balance, excluding sales tax, will be assessed on any bill for Standby Service not paid by the due date.
3. 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

1. 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.
2. 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.