MIDWEST ENERGY 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 as an integral part of its Rate Book for Electric Service.

A copy of the Cooperative's Rate Book for Electric Service is available on Midwest Energy Cooperative's website at the following website address: http://teammidwest.com/your-electric-bill-explained.

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

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Fifteenth Revised Sheet No. A-3.00	**January 20, 2026**
Original Sheet No. A-3.01	September 29, 2015
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Original Sheet No. B-30.00	July 1, 2016
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Original Sheet No. B-33.00	July 1, 2016
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First Revised Sheet No. C-10.00	April 25, 2018
Original Sheet No. C-11.00	September 29, 2015
Original Sheet No. C-12.00	September 29, 2015
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Original Sheet No. C-17.00	September 29, 2015
Original Sheet No. C-18.00	September 29, 2015
Original Sheet No. C-19.00	September 29, 2015
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Original Sheet No. C-22.00	September 29, 2015
Original Sheet No. C-23.00	September 29, 2015
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Original Sheet No. D-6.01	September 29, 2015
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Original Sheet No. D-8.01	September 29, 2015
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First Revised Sheet No. D-9.01	January 1, 2022
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First Sheet No. D-10.01	July 1, 2022
Original Sheet No. D-10.02	September 29, 2015
Ninth Revised Sheet No. D-11.00	July 1, 2025
Original Sheet No. D-11.01	September 29, 2015
Original Sheet No. D-11.02	September 29, 2015
Original Sheet No. D-11.03	September 29, 2015
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Second Revised Sheet No. D-12.01	July 1, 2022
Original Sheet No. D-12.02	September 29, 2015

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Original Sheet No. D-14.02	September 29, 2015
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Second Revised Sheet No. D-15.02	July 1, 2022
Original Sheet No. D-15.03	September 29, 2015
Original Sheet No. D-16.00	September 29, 2015
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Original Sheet No. D-16.02	September 29, 2015
First Revised Sheet No. D-17.00	July 1, 2020
Original Sheet No. D-17.01	September 29, 2015
Original Sheet No. D-17.02	September 29, 2015
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First Revised Sheet No. D-17.04	**January 20, 2026**
First Revised Sheet No. D-17.05	**January 20, 2026**
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First Revised Sheet No. D-19.00	January 30, 2024
Original Sheet No. D-19.01	January 30, 2024
Original Sheet No. D-19.02	January 30, 2024
Original Sheet No. D-19.03	January 30, 2024
Tenth Revised Sheet No. D-20.00	July 1, 2025
Original Sheet No. D-20.01	September 29, 2015
Second Revised Sheet No. D-21.00	September 1, 2025
First Revised Sheet No. D-22.00	December 9, 2025
Ninth Revised Sheet No. D-22.01	July 1, 2025
Original Sheet No. D-22.02	September 29, 2015
Original Sheet No. D-22.03	September 29, 2015
First Revised Sheet No. D-24.00	July 1, 2020
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Original Sheet No. D-25.00	October 8, 2017
Original Sheet No. D-25.01	October 8, 2017
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Original Sheet No. E-1.03	September 29, 2015
Original Sheet No. E-1.04	September 29, 2015
Original Sheet No. E-1.05	September 29, 2015
Original Sheet No. E-1.06	September 29, 2015
First Revised Sheet No. E-1.07	**December 9, 2025**
Original Sheet No. E-1.08	September 29, 2015
Original Sheet No. E-1.09	September 29, 2015
Original Sheet No. E-1.10	September 29, 2015
Original Sheet No. E-1.11	September 29, 2015
Original Sheet No. E-1.12	September 29, 2015
Original Sheet No. E-1.13	September 29, 2015
Original Sheet No. E-1.14	September 29, 2015
Original Sheet No. E-1.15	September 29, 2015
Original Sheet No. E-1.16	September 29, 2015
Original Sheet No. E-1.17	September 29, 2015
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Original Sheet No. E-1.19	September 29, 2015
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Original Sheet No. E-2.01	September 29, 2015
Original Sheet No. F-1.00	September 29, 2015

COUNTIES/TOWNSHIPS SERVED IN MICHIGAN

COUNTY	TOWNSHIP
BERRIEN	Bainbridge
	Coloma
	Pipestone
	Watervliet
CASS	Calvin
	Howard
	Jefferson
	LaGrange
	Marcellus
	Mason
	Milton
	Newberg
	Ontwa
	Penn
	Pokagon
	Porter
	Silver Creek
	Volinia
	Wayne
KALAMAZOO	Brady
	Oshtemo
	City of Portage
	Prairie Ronde
	Schoolcraft
	Texas
	Wakeshma
LENAWEE	Adrian
	Blissfield
	Cambridge
	Clinton
	Deerfield
	Dover
	Fairfield
	Franklin
	Hudson
	Madison
	Medina
	Ogden
	Palmyra
	Raisin
LENAWEE (contd)	Ridgeway
	Riga
	Rollin
	Rome
	Seneca
	Tecumseh
MONROE	Whiteford
ST. JOSEPH	Constantine
	Fabius
	Florence
	Flowerfield
	Leonidas
	Lockport
	Mendon
	Mottville
	Park
	White Pigeon
VAN BUREN	Almena
	Antwerp
	Arlington
	Bangor
	Bloomingdale
	Covert
	Decatur
	Hamilton
	Hartford
	Keeler
	Lawrence
	Paw Paw
	Porter
	Waverly

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COUNTIES/TOWNSHIPS SERVED IN INDIANA & OHIO

COUNTY	TOWNSHIP	COUNTY	TOWNSHIP
ELKHART COUNTY, INDIANA	Oslo		
	Washington		
	York		
ST. JOSEPH COUNTY, INDIANA	Harris		
WILLIAMS COUNTY, OHIO	Brady		
	Millcreek		
FULTON COUNTY, OHIO	Chesterfield		
	Dover		
	Franklin		
	German		
	Gorham		
	Pike		
	Royalton		

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CONSUMER STANDARDS AND BILLING PRACTICES

Part 1. General Provisions

R 460.101 Application of rules.

Rule 1. These rules apply to residential utility service that is provided by electric and natural gas utilities that are subject to the jurisdiction of the public service commission.

R 460.102 Definitions.

Rule 2. As used in these rules:

(a) "Actual meter reading" means a gas or electric meter reading that is based on the customer's actual energy use during the period reported and that was performed by a utility representative, by the customer and communicated to the company by mail, telephone, fax, on a secure company website, or other reasonable means, or that was transmitted to the utility by an automated or remote meter reading device.

(b) "Applicant" means an emancipated minor or a person 18 years of age or older requesting residential utility service in person at the utility company office, in writing, by telephone or fax machine, through the internet, or any other form of communication that allows the applicant to provide the information required by the utility company.

(c) "Billing error" means an undercharge or overcharge that is caused by any of the following:

(i) An incorrect actual meter read by a company representative.

(ii) An incorrect remote meter read.

(iii) An incorrect meter constant.

(iv) An incorrect calculation of the applicable rate.

(v) A meter switched by the utility or a utility representative.

(vi) An incorrect application of the rate schedule.

(vii) Another similar act or omission by the utility in determining the amount of a customer's bill. An undercharge or overcharge that is caused by a non-registering meter, a meter error, or the use of an estimated meter read or a customer read is not a billing error.

(d) "Billing month" means a natural gas or electric consumption period of not less than 26 or more than 35 days.

(e) "Billing specialist" means a representative of a utility who investigates and resolves meter reading discrepancies or errors.

(f) "Charges for tariff service" means the rates for regulated electric and gas service and other charges approved by the commission.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 1. General Provisions
(continued)

(g) "Collection charge" means a commission approved charge assessed for the costs associated with sending an employee or agent to a residence to collect a past due payment in lieu of shutoff of service.

(h) "Commission" means the Michigan public service commission.

(i) "Complaint determination" means the written decision of a hearing officer after an informal hearing.

(j) "Critical care customer" means any customer who requires, or has a household member that requires home medical equipment or a life support system, and who has provided appropriate documentation from a physician or medical facility to the utility identifying the medical equipment or life support system and certifying that an interruption of service would be immediately life-threatening.

(k) "Customer" means a purchaser of electricity or natural gas that is supplied or distributed by a utility for residential purposes.

(l) "Cycle billing" means a system that renders bills for utility service to various customers on different days of a calendar month.

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

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

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

(ii) Food stamps.

(iii) Medicaid.

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

(i) Is on full-time active duty.

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

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

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

CONSUMER STANDARDS AND BILLING PRACTICES
Part 1. General Provisions
(continued)

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

(i) Is 65 years of age or older.

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

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

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

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

(t) "Formal hearing request" means a document describing how a regulated utility has violated a customer's rights or these rules that is presented in writing to the executive secretary of the commission to initiate an administrative process in accordance with the rules of practice and procedure before the commission, R 460.17101 et seq.

(u) "Gas cost recovery" means the adjustment in rates to recognize the cost of purchased gas.

(v) "Hearing officer" means a notary public who is qualified to administer oaths to conduct informal customer complaint hearings against the utility company and who is on a list filed with the commission.

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

(x) "Informal appeal" means an appeal of a complaint determination of a hearing officer to the commission staff.

(y) "Informal appeal decision" means the written decision of the regulation officer in regard to an informal appeal.

(z) "Informal complaint" means a matter that requires follow-up action or investigation by the utility or the commission to resolve the matter without a formal hearing.

(aa) "Inquiry" means a question regarding a utility matter that is asked by the customer and answered by the utility or the commission.

(bb) "Late payment charge" means a finance, service, carrying, or penalty charge that is assessed by a utility because a bill or portion of a bill is delinquent.

(cc) "Medical emergency" means an existing medical condition of the customer or a member of the customer's household, as defined and certified by a physician or public health official on official stationary or company-provided form, that will be aggravated by the lack of utility service.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 1. General Provisions
(continued)

(dd) "Meter error" means a failure to accurately measure and record all of the natural gas or electrical quantities used that are required by the applicable rate or rates.

(ee) "New customer" means a customer who has not received the utility's service within the previous 6 years.

(ff) "Peak season" means the months of November, December, January, February and March for natural gas service or electric space heating and June, July and August for other electric service.

(gg) "Positive identification information" means a consistently used appropriate identification such as, but not limited to, a driver's license or ID card issued by a state, U.S. military card or military dependent's ID card, Native American tribal document, or passport.

(hh) "Power supply cost recovery" means the adjustment in rates to recognize the cost of purchased power and fuel for electric generation.

(ii) "Previous customer" means a customer who has received the utility's service within the previous 6 years but is not currently receiving service.

(jj) "Regulation officer" means a member of the commission staff who resolves complaints in accordance with these rules.

(kk) "Remote shutoff or restoration capability" means the ability to terminate or restore service to a premises from another location.

(ll) "Residential service or use" means the provision or use of electricity or natural gas for residential purposes.

(mm) "Satisfactory payment history" means that a customer's account was not delinquent more than 1 time in the past 12 months.

(nn) "Seasonally billed customer" means a customer who is billed on a seasonal basis in accordance with a utility tariff that is approved by the commission.

(oo) "Settlement agreement" means a documented agreement that is entered into by a customer and a utility and that resolves any matter in dispute or provides for the payment of amounts not in dispute over a reasonable period of time.

(pp) "Shutoff of service" means a discontinuance of utility service that is not requested by a customer.

(qq) "Space heating season" means the period between November 1 and March 31.

(rr) "Termination of service" means a discontinuance of utility service that is requested by a customer.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 1. General Provisions
(continued)

(ss) "Unauthorized use of utility service" means theft, fraud, interference, or diversion of service, including but not limited to meter tampering (any act which affects the proper registration of service through a meter), by-passing (unmetered service that flows through a device connected between a service line and customer-owned facilities), and service restoration by anyone other than the utility or its representative.

(tt) "Utility" means a person, firm, corporation, cooperative, association, or other legal entity that is subject to the jurisdiction of the commission and that provides electric or gas service for residential use.

(uu) "Weather adjusted consumption data" means a customer's monthly energy usage divided by the number of heating or cooling degree days for that month.

R 460.103 Discrimination prohibited.

Rule 3. A utility shall not discriminate against or penalize a customer for exercising any right granted by these rules.

R 460.104 Conduct of proceedings.

Rule 4. The informal procedures required by these rules shall not constitute a contested case as defined by section 3 of 1969 PA 306, MCL 24.203.

R 460.105 Additional rules.

Rule 5. A utility may adopt additional rules governing relations with its customers that are reasonable and necessary and that are consistent with these rules. The utility's rules shall be an integral part of its tariffs and shall be subject to approval by the commission. If there is a conflict between these rules and a utility's rules or tariffs, these rules govern.

PART 2. APPLICATION FOR SERVICE

R 460.106 Service requests for new or previous customers.

Rule 6. (1) Applicants for service may become new customers by requesting service in person at the utility company office, in writing, by telephone, fax, or internet, or other means of communication. Using any of these methods, an applicant shall do both of the following:

(a) Provide positive identification information as defined in R 460.102.

(b) Pay a deposit, if required by R 460.109 or R 460.110.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 2. Application For Service
(continued)

(1) The utility may also require payment of a delinquent account as a condition of providing or continuing service if the following conditions apply:

(a) The delinquent account is in the customer's or applicant's name.

(b) The delinquent account is not in dispute, owed to the utility, and accrued within the last 6 years. The utility shall provide the applicant with information on the process to refute or contest the delinquent account.

R 460.107 Applicant information.

Rule 7. (1) A utility may request but shall not require anyone other than the applicant to assume responsibility for service. A utility shall permit more than 1 name on the application if requested by the customer and agreed to by the second party.

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

PART 3. DEPOSITS AND GUARANTEE TERMS AND CONDITIONS

R 460.108 Prohibited practices.

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

(a) Income.
(b) Home ownership.
(c) Residence location.
(d) Race.
(e) Color.
(f) Creed.
(g) Sex.
(h) Age.
(i) National origin.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 2. Application For Service
(continued)

(j) Marital status.
(k) Familial status.
(l) Disability.
(m) Any other criteria not authorized by these rules.

R 460.109 Deposit for new customer.

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

(a) At the time of the request for service, the applicant has a delinquent bill with any electric or gas provider that accrued within the last 6 years and that remains unpaid and is not in dispute.

(b) The applicant misrepresents his or her identity or credit standing.

(c) The applicant fails to provide positive identification information upon request at the time of applying for new service.

(d) The applicant requests service for a location at which he or she does not reside.

(e) The applicant engaged in unauthorized use of utility service within the last 6 years, provided that the finding of unauthorized use of utility service was made after notice and an opportunity for a hearing and is not in dispute.

(f) Within the past 3 years, the applicant lived in a residence with a person who accrued a delinquent account for electric or gas service to the shared residence, during the time the applicant lived there, which remains unpaid and is not in dispute, and the person with the delinquent account now resides with the applicant. The utility shall advise the applicant of the process by which the applicant can refute this claim.

(g) The applicant has sought relief under federal bankruptcy laws within the last 6 years.

(h) Based upon the applicant's credit score.

(2) Notwithstanding any of the provisions of subrule (1) of this rule, a utility shall not require a deposit as a condition of providing service to a new customer if any of the following provisions apply:

(a) The department of human services or its successor agency is responsible for making payments to a utility on behalf of the applicant.

(b) The applicant secures a guarantor who is a customer in good standing with the utility.

(c) The applicant is 65 years of age or older and has a satisfactory payment history for the past 3 years with any gas or electric provider.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 2. Application For Service
(continued)

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

Rule 10. (1) A utility may require a deposit as a condition of providing or restoring service to a previous customer or continuing service to a current customer if any of the following provisions apply:

(a) At the time of the request for service, the customer or applicant has a prior service account that is delinquent, that accrued within the last 6 years, and that remains unpaid and is not in dispute or if litigation was required to obtain full payment of a utility account that was not in dispute.

(b) The customer or applicant misrepresents his or her identity or credit standing.

(c) The customer or applicant fails to provide positive identification information upon request at the time of applying for service.

(d) The customer or applicant engaged in unauthorized use of utility service within the last 6 years, if the finding of unauthorized use of utility service was made after notice and an opportunity for a hearing under these rules and is not in dispute.

(e) The utility has shut off service to the customer for nonpayment of a delinquent account that is not in dispute.

(f) The utility has had 1 or more checks issued from the customer's account returned from a financial institution for insufficient funds or no account or has had 1 or more payments from the customer's debit or credit card or other form of payment denied within the last 12 months, excluding financial institution error.

(g) The applicant has sought relief under federal bankruptcy laws within the last 6 years.

(h)Within the past 3 years, the applicant lived in a residence with a person who accrued a delinquent account for electric or gas service to the shared residence, during the time the applicant lived there, which remains unpaid and is not in dispute, and the person with the delinquent account now resides with the applicant. The utility shall advise the applicant of the process by which the applicant can refute this claim.

(2) Notwithstanding any of the provisions of subrule (1) of this rule, a utility shall not require a deposit as a condition of providing service to a previous customer or continuing service to a current customer if one of the following provisions applies:

(a) The department of human services or its successor agency is responsible for making payments to a utility on behalf of the applicant.

(b) The customer or applicant secures a guarantor who is a customer in good standing with the utility.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 2. Application For Service
(continued)

(c) The applicant is 65 years of age or older and has a satisfactory payment history with any gas or electric provider for the past 3 years.

R 460.111 General deposit conditions.

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

(a) For a primary residence, a deposit that is required under these rules due to a prior outstanding account that is not in dispute or a shutoff for nonpayment shall not be more than twice the average monthly bill for the premises or, if the current customer's consumption history for the premises is unavailable, twice the utility's system average monthly bill for residential service.

(b) For seasonal properties, a deposit that is required under these rules due to a prior outstanding account that is not in dispute or a shutoff for nonpayment shall not be more than twice the average monthly bill for peak season usage.

(c) A utility shall offer an eligible low-income customer the option of paying a deposit required under these rules in 2 monthly installments.

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

(3) A deposit that is required during the space heating season due to a disconnect for nonpayment within the past 12 months, shall not exceed the utility system average monthly gas bill for gas service or the utility system average monthly electric bill for electric service. If the customer receives gas and electric service from a combination utility, the deposit shall not exceed the total of the utility's combined system average monthly gas and electric bills.

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

CONSUMER STANDARDS AND BILLING PRACTICES
Part 2. Application For Service
(continued)

(5) Unless the applicant misrepresents his or her identity or credit standing or fails to provide positive identification information, if requested, at the time of applying for service, the utility shall not assess a deposit if the customer has been in service for 30 days or more.

(6) Except in the case of unauthorized use of utility service, if the utility shuts off service for nonpayment, the utility shall not require a deposit as a condition of restoring service unless the utility offered the customer, prior to shutoff for nonpayment, the opportunity to enter into a settlement agreement as provided in Part 10 of these rules.

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

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

(9) For customers terminating service, if the utility has not already returned the deposit, the utility shall credit the deposit to the final bill. For customers continuing to receive service, a utility may apply the deposit against an existing arrearage that is not in dispute. The utility shall promptly return the balance to the customer.

(10) A utility shall maintain a detailed record of all deposits received from customers. The record shall show all of the following information:

(a) The name of the residential customer.

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

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

(d) Place of payment.

(e) Name of the utility employee who received the deposit.

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

(11) A utility shall provide the customer with a written receipt for the deposit and instructions regarding how a customer who is entitled to the return of his or her deposit may obtain the deposit.

(12) A utility shall make reasonable efforts to locate customers with unclaimed deposits or credits.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 2. Application For Service
(continued)

(13) A utility shall apply deposit standards uniformly to all customers. A utility shall provide to any customer who objects to paying a deposit information on the process to contest the deposit requirement.

R 460.112 Guarantee terms and conditions.

Rule 12. (1) A guarantee that is accepted in accordance with these rules shall be in writing and shall be in effect for not more than 36 months. The written guarantee shall state all of the terms of the guarantee and the maximum amount guaranteed. The utility shall not hold the guarantor liable for a greater amount, unless agreed to in a separate written guarantee.

(2) Notwithstanding the stated term of the guarantee, if longer than 12 months, the customer's credit shall be established and the utility shall release the guarantor upon satisfactory payment by the customer of all proper charges for utility service for a period of 12 consecutive months, unless the guarantee was required due to unauthorized use of utility service.

(3) A utility may require a guarantee because of unauthorized use of utility service for 36 months.

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

(5) A utility may withhold the release of a guarantor pending the resolution of a shutoff for nonpayment that is in dispute in accordance with these rules.

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

R 460.113 Actual and estimated meter reading.

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

(2) A utility may estimate customer bills only upon a finding by the commission that a utility's estimated bill procedures assure reasonable billing accuracy. A bill that is rendered on an estimated basis shall be clearly and conspicuously identified as such. Any substantive changes to a utility's billing estimation procedures shall be submitted to the commission.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 4. Meter Reading Procedures, Meter Accuracy, Meter Errors And Relocation
(continued)

(3) Notwithstanding the provisions of subrule (1) of this rule, a utility may render estimated bills to seasonally billed customers in accordance with tariffs approved by the commission.

(4) If a utility estimates a customer's bill for 2 or more consecutive months, when an actual meter read is obtained the utility shall offer the customer the opportunity to pay the bill over the same number of months as consecutively estimated bills. This subrule shall not apply if the utility cannot obtain access to the meter and the customer fails to provide a meter reading if requested by the utility.

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

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

R 460.114 Company representative identification.

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

R 460.116 Meter accuracy, meter errors, meter relocation.

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

(2) Meters recording usage inaccurately shall be repaired or replaced by the company. Any meter in service that remains broken as determined by a specific test of the meter or that does not correctly register customer usage for a period of 6 months or more shall be removed and customers will not be required to pay bills generated from these meter readings beyond the 6-month period from the date the meter malfunction occurred. This rule does not alter the provisions of R 460.3613 governing the testing and replacement of electric meters and R 460.2353 governing the replacement of gas meters.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 4. Meter Reading Procedures, Meter Accuracy, Meter Errors And Relocation
(continued)

(3) Overcharges and undercharges due to gas meter errors and electric meter errors shall be reconciled in accordance with the provisions of R 460.2364 of the technical standards for gas service and the provisions of R 460.3403 of the regulations governing technical standards for electric service, respectively.

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

(a) The utility shut off service by disconnection at the street or pole because the utility could not obtain access to the meter.

(b) The customer or another responsible adult refused to permit the utility access to the meter on 2 separate occasions, or on a single occasion if harm is threatened, and the utility can produce documentation of requests for access and/or requests for the customer to perform a meter reading that were refused.

(c) The utility shut off service due to unauthorized use of utility service or the customer acknowledges personal responsibility and the utility bills the customer for unauthorized use of utility service.

(d) The customer requests that the utility relocate the meter.

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

PART 5. BILLING AND PAYMENT STANDARDS

R 460.117 Billing frequency; method of delivery.

Rule 17. (1) A utility shall send a bill each billing month to its customers in accordance with approved rate schedules unless the utility and the customer agree to another billing interval. A utility shall send a bill to customers by mail unless the utility and the customer agree to another method of delivery. A utility that is authorized to seasonally bill customers or to use a customer read system shall send a bill in accordance with the tariffs approved by the commission.

(2) The customer may designate a third party to receive bills, shutoff notices, or other communications from the utility on the customer's behalf if the customer submits a document signed by the customer and the designated third party to the utility. The receipt of bills by a third party does not make that party responsible for the bills unless the third-party recipient is a guarantor under R 460.112.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 5. Billing And Payment Standards
(continued)

(3) Customers who use online billing and payment shall have the same rights and responsibilities as customers who use paper bills and payment by US mail.

R 460.118 Equal monthly billing.

Rule 18. Upon customer request, a utility shall bill a customer with a satisfactory payment history under an equal monthly billing program, if the commission finds that the billing program assures reasonable billing accuracy. If a customer has a credit balance of more than $10.00 at the end of the program year, upon the request of the customer, the utility shall either return the credit balance or credit it to the next month's bill. If the balance is less than $10.00, the utility shall credit the amount to the customer's account.

R 460.119 Cycle billing.

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

R 460.120 Payment of bill.

Rule 20. (1) A utility shall permit each customer a period of not less than 21 days from the date the bill was sent to pay in full, unless the customer specifically designates a different payment date. A utility shall not withdraw funds from a customer account before the due date in cases where a customer uses an automatic bill payment plan unless the customer agrees to a different period.

(2) A utility shall not attempt to recover from any customer any outstanding bills or other charges due upon the account of any other person, unless that customer has entered into a lawful guarantee under R 460.112, or another lawful agreement to pay those bills and charges.

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

(4) The utility may authorize payment agents to accept payments on behalf of the utility. The authorized agents shall accept payment and provide payment verification, without request, that may be used by the customer to verify payment with the utility. The payment verification

CONSUMER STANDARDS AND BILLING PRACTICES
Part 5. Billing And Payment Standards
(continued)

shall clearly state that the payment may not be credited to the customer's account for up to 2 business days. The payment verification shall also clearly state any charges or fees for use of the payment agent services. The agent shall remit payments to the utility every other business day, at minimum, and the company shall credit those payments to customer accounts within 1 business day of receiving them from the payment agent. Payment agent locations shall be clearly marked as "Authorized Payment Agent for [Company]". The utility shall provide information on bills every 6 months warning customers not to use unauthorized payment centers.

(5) A combination utility company shall permit eligible low-income customers, as defined by these rules, to designate how partial payments shall be applied to their account. In the event of disconnection or pending disconnection of both gas and electric services, the utility shall provide the eligible low-income customer with an accounting of the customer's current gas and electric charges and shall give the customer the option of restoring one or both services with the appropriate payment.

(6) Whenever an eligible low-income customer of a combination utility company receives a disconnect notice, the notice shall clearly show the customer has both of the following options:

(a) An extended payment plan for both gas and electric service.

(b) An extended payment plan to retain either gas or electric service as chosen by the customer.

R 460.121 Payment period.

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

(2) If a customer fails to make full payment by thedue date, the utility may begin to implement its collection practices including the use of automated telephone calls reminding the customer or a third party designated under R 460.117(2) that the bill is past due. Neither the utility nor its agents shall make more than 1 call per day to a specific customer or third party in which contact is made with the customer or third party.

R 460.122 Allowable charges.

Rule 22. (1) Except as otherwise provided by statute, a utility shall bill each customer for the amount of natural gas or electricity consumed and any other approved charges in accordance with the rates and tariffs approved by the commission.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 5. Billing And Payment Standards
(continued)

(2) A utility may assess a late payment charge that is not more than $5.00 or 2%, not compounded, of the portion of the bill, net of taxes, that is delinquent, whichever is greater. A utility shall not assess a late payment charge against a customer whose payments are made by the department of human services or who is participating in a shutoff protection program described in Part 9 of these rules.

(3) A utility may not charge a late payment fee for failure to pay an estimated bill by the due date unless the customer is subsequently delinquent on a bill using an actual read. This rule shall not apply if the bill is estimated because the utility was unable to gain access to the meter, the utility's lack of access is documented, and the customer refused to provide an actual meter reading.

R 460.123 Bill information.

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

(a) The beginning and ending meter readings and dates for the billing period. A customer reading his or her own meter shall be encouraged, but not required, to provide this information. The provisions of this rule do not apply if the information is not provided by the customer.

(b) The units of energy consumed during the billing period and the units of energy consumed during the comparable period the prior year. Upon customer request, the utility shall provide weather-adjusted consumption data to the customer or to a third-party designated by the customer.

(c) A designation of the rate.

(d) The due date.

(e) Any previous balance.

(f) The amount due for energy usage.

(g) The amount due for other authorized charges.

(h) The amount of tax.

(i) The total amount due.

(j) That the rate schedules, the explanation of rate schedules, and the explanation ofhow to verify the accuracy of the bill will be provided by the company upon request.

(k) That the customer should contact the company regarding an inquiry or complaint about the bill before the due date.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 5. Billing And Payment Standards
(continued)

(l) The address and telephone number of the utility at which the customer may initiate any inquiry or complaint regarding the bill or the service provided by the utility.

(m) That the utility is regulated by the Michigan public service commission.

(2) A commission-regulated utility proposing a new bill format shall submit its proposed bill format to the commission staff prior to introduction to its customers.

(3) Any utility wishing to issue billing statements online shall comply with each of the following requirements:

(a) A customer shall not be required to use online billing.

(b) No enrollment or usage fees shall be assessed to a customer who chooses to receive bills or customer information online.

(c) The online billing statement shall include, at minimum, all information listed in subrule (1) of this rule.

(d) The company shall maintain a secure and encrypted site to be accessed by the customer of record after completing the secure registration process.

(e) The utility may require that the customer use a password or security question to access the online billing system. The company shall not require the customer to use his or her social security number to enroll in or access the billing system.

(f) Any fees to accept online payments shall be clearly displayed in the payment window.

(g) Any payment made online shall be treated as a payment to the company business office.

(h) Use of the online system shall not restrict the customer in using other payment methods. All other payment methods shall continue to be available to the customer.

R 460.124 Separate bills.

Rule 24. (1) If there is shutoff or termination of service at a separate residential metering point, residence, or location in accordance with these rules, then a utility may transfer an unpaid balance **to any other service account** of the customer. The utility must have valid identification data that shows the customer is the same at both residences and must present that data to the customer upon request.

(2) Whenever a utility consolidates accounts under subrule (1) of this rule, the utility shall provide the customer with a written notice for the consolidation, **the rule that allows** the consolidation, and the process for refuting the action.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 5. Billing And Payment Standards
(continued)

R 460.125 Billing for non-tariff services.

Rule 25. A utility may include charges for unregulated services, such as appliance repair or appliance protection programs, together with charges for gas and electric service on the same monthly bill if the charges for the unregulated services are designated clearly and separately from the charges for the gas or electric service and it is noted that it is an unregulated service. Failure to pay for unregulated service charges may result in the termination of that service but not the termination of the gas or electric service. If partial payment is made, the utility shall first credit payment to the balance outstanding for gas or electric service in accordance with the provisions of R 460.120(5) and R 460.120(6) where applicable.

R 460.126 Billing error.

Rule 26. (1) If a utility overcharges a customer due to a billing error, the utility shall refund or credit the amount of the paid overcharge immediately following the discovery of the error. Upon customer request, overcharges greater than $10 shall be refunded within 30 days. A utility is not required to adjust, refund, or credit an overcharge for more than the 12-month period immediately preceding discovery of the billing error, unless the customer is able to establish an earlier date for commencement of the error.

(2) If a utility undercharges a customer, the following provisions apply:

(a) In cases that involve unauthorized use of utility service the utility may back bill the customer for the amount of the undercharge using the board-approved process for estimating the bill. The utility may charge fees for unauthorized use of utility service in accordance with board-approved tariffs.

(b) In cases that do not involve unauthorized use of utility service, the utility may back bill the customer for the amount of the undercharge during the 12-month period immediately preceding discovery of the error, and the utility shall offer the customer reasonable payment arrangements for the amount of the back bill, which shall allow the customer to make installment payments over a period at least as long as the period of the undercharge. The utility shall take into account the customer's financial circumstances when setting payment amounts.

CONSUMER STANDARDS AND BILLING PRACTICES
PART 6. VOLUNTARY TERMINATION OF SERVICE

R 460.127 Voluntary termination.

Rule 27. (1) Subject to the provisions of these rules, a utility customer or authorized representative shall do all of the following:

(a) Notify the utility in person, or by telephone, in writing, by fax or on the internet at least 10 business days prior to requested service termination.

(b) Allow access to the utility, if necessary, to perform a final meter read.

(c) Provide an address for final billing at the time of request for a final read.

(2) The utility shall do both of the following:

(a) Provide a final actual meter reading within 10 business days of the request for termination or estimate the final reading and offer the customer the option to provide an actual meter reading. If the meter is not read within the 10-day time frame the utility shall document the reason for no actual reading. An actual meter reading shall be obtained by the next normal reading cycle.

(b) Schedule the customer's final reading within a 4-hour time frame if the utility cannot access the meter.

PART 7. UTILITY PROCEDURES

R 460.128 Applicability.

Rule 28. These procedures apply to all customer inquiries, service requests, and complaints that are made to a utility regarding residential utility service and charges.

R 460.129 Complaint procedures.

Rule 29. (1) A utility shall establish procedures that will ensure the prompt, efficient, and thorough receipt, investigation, and, where possible, resolution of all customer inquiries, service requests, and complaints and report the resolution of commission-referred complaints to the commission staff.

(2) A utility shall make reasonable attempts to contact the customer within 2 business days, after referral of a customer's complaint from the commission, and will develop and report to the commission within 10 days after referral its plan for resolution of the complaint.

(3) A utility shall provide customers who are not satisfied with the utility's resolution of a complaint or inquiry with the toll-free telephone number and internet address of the commission.

(4) A utility shall obtain commission approval of any substantive changes in its procedures.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 7. Utility Procedures
(continued)

R 460.130 Personnel procedures.

Rule 30. A utility shall establish personnel procedures that, at a minimum, ensure all of the following:

(a) That qualified personnel are available and prepared at all times during normal business hours to receive and respond to all customer inquiries, service requests, and complaints. A utility shall make the necessary arrangements to ensure that customers who are unable to communicate in the English language receive prompt and effective assistance.

(b) That qualified personnel who are responsible for, and authorized to enter into, written settlement agreements on behalf of the utility are available at all times during normal business hours to respond to customer inquiries and complaints.

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

(d) That the names, addresses, and telephone numbers of personnel who are designated and authorized to receive and respond to the requests and directives of the commission regarding customer inquiries, service requests, and complaints during business hours are current and on file with the commission. The utility shall also provide a contact for emergency situations that may arise after business hours.

R 460.131 Publication of procedures.

Rule 31. (1) A utility shall prepare a pamphlet that, in easily understood terms, summarizes the rights and responsibilities of its customers in accordance with these rules and other applicable provisions of statutes, rules, and tariffs.

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

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

(a) Billing procedures and estimation standards.

(b) Methods for customers to verify billing accuracy.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 7. Utility Procedures
(continued)

(c) An explanation of the power supply cost recovery or gas cost recovery procedures.
(d) Customer payment standards and procedures.
(e) Security deposit and guarantee standards.
(f) Shutoff and restoration of service procedures.
(g) Inquiry, service, and complaint procedures.
(h) Procedures for terminating service.
(4) Each pamphlet shall indicate conspicuously that the pamphlet is provided in accordance with the rules of the commission.

R 460.132 Access to rules and rates.

Rule 32. (1) A utility, except for a rural electric cooperative, shall provide to each customer, within 60 days of commencing service, within 60 days after issuance of a new rate case order, and at least once each year, the following information with a copy to the commission:
(a) A clear and concise explanation of all rates for which that customer may be eligible.
(b) A notice that complete rate schedules are available upon request.
(c) A notice of the availability of company assistance in determining the most appropriate rate if the customer is eligible to receive service under more than 1 rate.
(2) A rural electric cooperative shall provide to each customer, at least annually, all of the following information:
(a) A notice that complete rate schedules are available upon request.
(b) A notice that a clear and concise explanation of all rates for which that customer may be eligible is available upon request.
(c) A notice of the availability of company assistance in determining the most appropriate rate if the customer is eligible to receive service under more than 1 rate.
(3) A utility, except for a rural electric cooperative, shall provide to each customer, within 60 days after the utility has filed a general rate case application with the commission, all of the following information:
(a) A notice that the utility has requested that the commission change its rates.
(b) A notice that copies of the utility's application are available for inspection at all offices of the utility and on a website.
(c) A notice that an explanation of the proposed changes to the utility's rates is available from the utility upon request.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 7. Utility Procedures
(continued)

(4) A rural electric cooperative shall provide to each customer, within a reasonable time after it has filed a general rate case application or a times interest earned ratio ratemaking application, all of the following information:

(a) A notice that the cooperative has requested that the commission change its rates.

(b) A notice that copies of the cooperative's application are available for inspection at all offices of the cooperative.

(c) A notice that an explanation of the proposed changes to the cooperative's rates is available from the cooperative upon request.

(5) A utility, including a rural electric cooperative, shall provide the notice required by the provisions of this rule either through a publication that is transmitted to each of its customers, by a bill insert, or whatever transmission method is used to provide the customer's bill and on its website.

(6) A utility shall keep on file, at all offices of the utility, and shall provide public access to, all of the following documents:

(a) A copy of these rules.

(b) A copy of all other rules of the utility filed with the commission regarding customer service.

(c) Schedules of all residential rates and charges.

(d) Proposed rate schedules.

(e) Clear and concise explanations of both existing and proposed rate schedules.

(f) An explanation of its power supply cost recovery or gas cost recovery process.

(7) A utility shall post suitable signs in conspicuous locations at all bill payment offices that are operated by the utility or authorized agents calling attention to the fact that the rules, regulations, rate schedules, proposed rate schedules, explanations of rate schedules, and explanations of proposed rate schedules are on file and available for inspection. Upon request, a utility shall provide a copy of these rules, explanations, or schedules to a customer without charge.

R 460.133 Reporting requirements.

Rule 33. A utility shall file with the commission each year by October 1, a report that contains detailed information concerning all of the following:

(a) The payment performance of its customers in relation to established due and payable periods.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 7. Utility Procedures
(continued)

(b) The number and general description of all complaints registered with the utility.
(c) The number of shutoff notices issued by the utility and the reasons for the notices.
(d) The number of hearings held by the utility, the types of disputes involved, and the number of complaint determinations issued.
(e) The number of written settlement agreements entered into by the utility.
(f) The number of shutoffs of service and the number of reconnections.
(g) Any other customer service quality information requested by the commission staff.

R 460.134 Inspection.
Rule 34. A utility shall permit authorized staff of the commission to inspect all of the utility's operations that relate to customer service.

R 460.135 Customer access to consumption data.
Rule 35. A utility shall provide to each customer, upon request, a clear and concise statement of the customer's actual energy usage, and/or weather adjusted consumption data for each billing period during the last 12 months. A utility shall notify its customers at least once each year by whatever method is used to transmit the customers' bills, that a customer may request energy usage and weather adjusted consumption data.

PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE

R 460.136 Emergency shutoff.
Rule 36. Notwithstanding any other provision of these rules, a utility may shut off service temporarily for reasons of health or safety or in a state or national emergency. When a utility shuts off service for reasons of health or safety, the utility shall leave a notice at the premises in accordance with the provisions of R 460.139(a), (b), and (i).

R 460.137 Shutoff permitted.
Rule 37. Subject to the requirements of these rules, a utility may shut off or terminate service to a residential customer for any of the following reasons:
(a) The customer has not paid a delinquent account that accrued within the last 6 years.
(b) The customer has failed to provide a deposit or guarantee permitted by these rules.
(c) The customer has engaged in unauthorized use of utility service.
(d) The customer has failed to comply with the terms and conditions of a settlement agreement.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 8. Procedures For Shutoff And Restoration Of Service
(continued)

(e) The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises, or for the removal of a meter.

(f) The customer misrepresented his or her identity for the purpose of obtaining utility service or put service in another person's name without permission of the other person.

(g) The customer has violated any rules of the utility approved by the commission so as to adversely affect the safety of the customer or other persons or the integrity of the utility system.

(h) A person living in the customer's residence is both of the following:

(i) Has a delinquent account for service with the utility within the past 3 years that remains unpaid and is not in dispute.

(ii) The customer lived in the person's residence when all or part of the debt was incurred. The utility may transfer a prorated amount of the debt to the customer's account, based upon the length of time that the customer resided at the person's residence. This provision does not apply if the customer was a minor while living in the person's residence.

R 460.138 Notice of shutoff.

Rule 38. (1) A utility shall not shut off service pursuant to the provisions of R 460.141 or R 460.142 unless it sends a notice to the customer by first-class mail or personally serves the notice not less than 10 days before the date of the proposed shut off. The utility shall send notice to the account name and address and to the address where service is provided if the service address is different and the notice can be delivered at that address. A utility shall maintain a record of the date the notice was sent.

(2) A utility shall permit a customer to designate a consenting individual or agency to receive a copy of a notice of shutoff.

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

R 460.139 Form of notice.

Rule 39. A notice of shutoff of service shall contain all of the following information:(a) The name and address of the customer, and the address at which service is provided, if different.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 8. Procedures For Shutoff And Restoration Of Service
(continued)

(b) A clear and concise statement of the reason for the proposed shutoff of service.

(c) The date on or after which the utility may shut off service, unless the customer takes appropriate action.

(d) That the customer has the right to enter into a settlement agreement with the utility if the claim is for an amount that is not in dispute and the customer is presently unable to pay in full.

(e) That the customer has the right to file a complaint disputing the claim of the utility before the proposed date of the shutoff of service.

(f) That the customer has the right to request a hearing before a hearing officer if the customer disputes the reasonableness of the settlement agreement offered by the utility or if the complaint cannot be otherwise resolved and that the customer must pay to the utility that portion of the bill that is not in dispute within 10 business days of the date that the customer requests a hearing.

(g) That the customer has the right to represent himself or herself, to be represented by counsel, or to be assisted by other persons of his or her choice in the complaint process.

(h) That the utility will not shut off service pending the resolution of a complaint that is filed with the utility or the commission in accordance with these rules.

(i) The telephone number and address of the utility where the customer may make inquiry, enter into a settlement agreement, or file a complaint.

(j) That the customer should contact a social services agency immediately if the customer believes he or she might be eligible for an energy assistance program or other emergency economic assistance and should inform the utility of any efforts being made to obtain payment assistance.

(k) That customers who believe they may be eligible for assistance from an energy assistance program should determine if assistance is available before signing a settlement agreement because many agencies will not provide assistance if shutoff is avoided by signing a settlement agreement.

(l) That the utility will postpone the shutoff of service if a certified medical emergency exists at the customer's residence or the customer is an eligible low-income customer who is actively seeking emergency assistance from an energy assistance program.

(m) That the utility may require a deposit and restoration charge if the utility shuts off service for nonpayment of a delinquent account or for unauthorized use of utility service.

(n) That the customer should contact the utility for information about a shutoff protection program.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 8. Procedures For Shutoff And Restoration Of Service
(continued)

R 460.140 Time of shutoff.

Rule 40. Subject to the requirements of these rules, a utility may shut off service to a customer on the date specified in the notice of shutoff or at a reasonable time following that date. If a utility does not shut off service and mails a subsequent notice, then the utility shall not shut off service before the date specified in the subsequent notice. Shutoff shall occur only between the hours of 8 a.m. and 5 p.m.

R 460.141 Manner of shutoff.

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

(2) Immediately preceding the shutoff of service, an employee of the utility who is designated to perform that function may identify himself or herself to the customer or another responsible person at the premises and may announce the purpose of his or her presence.

(3) The employee shall have in his or her possession a copy of the delinquent account of the customer and request any available verification that the outstanding claims have been satisfied or are currently in dispute. Unless the customer presents evidence that reasonably indicates that the claim has been satisfied or is currently in dispute, the employee may shut off service.

(4) The employee may be authorized to accept payment and shall not shut off service if the customer offers payment in full, together with a commission-approved collection charge for sending the employee to the premises, if provided in the utility's schedule of rates and tariffs.

(5) The customer may pay in any reasonable manner, including by personal check or by credit or debit card. Payment by personal check, credit or debit card is not reasonable if the customer has paid with a personal check, credit or debit card within the last 12 months and at least 1 check has been returned for insufficient funds or no account, or at least 1 credit or debit card payment has been denied excluding financial institution error.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 8. Procedures For Shutoff And Restoration Of Service
(continued)

(6) After notice has been provided in accordance with subrule (1) of this rule, and if the customer does not respond, the employee may shut off service.

(7) When the utility employee shuts off service, the employee shall leave a notice in a conspicuous place upon the premises. For all forms printed after the effective date of these rules, the notice shall state that service has been shut off, the address and telephone number of the utility where the customer may arrange to have service restored, and that any efforts by the customer to restore his or her own service are unlawful and dangerous.

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

Rule 42. (1) For an involuntary shutoff, at least 1 day before shutoff of service, the utility shall make at least 2 attempts to contact the customer by telephone, if a telephone number is available to the utility, to advise the customer of the pending shutoff and what steps the customer must take to avoid shutoff. If the utility uses an automated notification system, it shall document the process for ensuring that at least 2 attempts are made to notify the customer of the pending shutoff. If the telephone number is not available, the customer has no telephone, or the telephone contacts are not made, the utility shall either leave a notice at the premises advising the customer that service will be shutoff on or after the next business day or send notice by first-class mail postmarked at least 5 business days before shutoff of service is scheduled. The notice shall conspicuously state that the disconnection of service will be done remotely and that a utility representative will not return to the premises before disconnection. The utility shall document all attempts to contact the customer.

(2) If the utility contacts the customer or other responsible person in the customer's household by telephone on the day service is to be shutoff, the utility shall inform the customer or other responsible person that shutoff of service is imminent and the steps necessary to avoid shutoff. Unless the customer presents evidence that reasonably demonstrates that the claim is satisfied or is in dispute, or the customer makes payment, the employee may shutoff service.

(3) If the utility mailed the notice of shutoff to the customer as provided in subrule (1) of this rule, and if telephone contact with the customer cannot be made or if the customer did not respond to the notice provided in accordance with subrule (1) of this rule, no further customer contact is required on the day service is to be shutoff and the utility may shutoff service.

R 460.143 Shutoff prohibited.

Rule 43. A utility shall not shut off service for any of the following reasons:

CONSUMER STANDARDS AND BILLING PRACTICES
Part 8. Procedures For Shutoff And Restoration Of Service (continued)

(a) The customer has not paid for items, such as merchandise, appliances, or services that are not approved by the commission as an integral part of the utility service that is provided by the utility.

(b) The customer, such as a landlord, has not paid for service used by another person, such as a tenant. A utility may shutoff service, however, in any of the following circumstances where proper notice has been given:

(i) If the customer supplies a written, notarized statement that the premises are unoccupied.

(ii) If the premises are occupied and the occupant agrees, in writing, to the shutoff of service.

(iii) If it is not feasible to provide service to the occupant as a customer without a major revision of existing distribution facilities. Where it is feasible to provide service, the utility shall offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant refuses, the utility may shut off service pursuant to these rules.

(c) A customer, the spouse of a customer or a customer with a spouse who is called to full-time active military service by the president of the United States or the governor of Michigan during a time of declared national or state emergency or war, except as otherwise provided in R 460.150.

R 460.144 Restoration of service.

Rule 44. (1) After a utility has shut off service, it shall restore service promptly upon the customer's request when the cause has been cured or credit arrangements satisfactory to the utility have been made.

(2) When a utility is required to restore service at the customer's meter manually, the utility shall make every effort to restore service on the day the customer requests restoration. Except for reasons beyond its control, the utility shall restore service not later than the first working day after the customer's request.

(3) For utilities using meter technology with remote shutoff and restoration capability, service shall be restored on the day the customer requests restoration, except in the case of documented equipment failure.

(4) The utility may assess the customer a charge, including reasonable costs, for restoring service and relocating the customer's meter as specified in the utility's approved schedule of rates and tariffs.

CONSUMER STANDARDS AND BILLING PRACTICES
PART 9. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS

R 460.145 Listing of energy assistance programs.

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

R 460.146 Notice of energy assistance programs.

Rule 46. (1) A utility shall annually inform each customer of the following information:

(a) The federal and state energy assistance programs that are available and the eligibility requirements of the programs, as provided to the utility by the commission.

(b) The medical emergency provisions of R 460.147.

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

(d) The military shutoff protections of R 460.150.

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

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

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

R 460.147 Medical emergency.

Rule 47. Notwithstanding any other provision of these rules, a utility shall postpone the shutoff of service for not more than 21 days if the customer or a member of the customer's household is a critical care customer or has a certified medical emergency as defined in R 460.102. The certificate shall identify the medical condition, any medical or life supporting equipment being used, and the specific time period during which the shutoff of service will aggravate the medical emergency. The utility shall extend the postponement for further periods

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Part 9. Energy Assistance And Shutoff Protection Programs
(continued)

of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the customer provides additional certificates. If shutoff of service has occurred without any postponement being obtained, the utility shall unconditionally restore service for not more than 21 days, and shall continue the restoration for further periods of not more than 21 days, not to exceed a total restoration of service of 63 days in any 12-month period per household member. Annually, a utility shall not be required to grant shutoff extensions totaling more than 126 days per household.

R 460.148 Winter protection plan for low-income customers.

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

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

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

(a) The eligible low-income customer has defaulted on the winter protection plan.

(b) The nature of the default.

(c) That unless the customer makes the payments that are past due under this rule within 10 days of the date of mailing, the utility may shut off service.

(d) The date on or after which the utility may shut off service, unless the customer takes appropriate action.

(e) That the customer has the right to file a complaint disputing the claim of the utility before the date of the proposed shutoff of service by calling the company.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 9. Energy Assistance And Shutoff Protection Programs
(continued)

(f) That the customer has the right to request a hearing before a hearing officer if the complaint cannot be otherwise resolved and that the customer must pay to the utility that portion of the bill that is not in dispute within 7 business days of the date that the customer requests a hearing.

(g) That the customer has the right to represent himself or herself, to be represented by counsel, or to be assisted by other persons of his or her choice in the complaint process.

(h) That the utility will not shut off service pending the resolution of a complaint that is filed with the utility or the commission in accordance with these rules.

(i) The telephone number and address of the utility where the customer may make inquiry, enter into a settlement agreement, or file a complaint.

(j) That the customer should contact a social services agency immediately if the customer believes he or she might be eligible for emergency economic assistance.

(k) That the utility will postpone shutoff of service if a medical emergency exists at the customer's residence and the customer provides the documentation as specified in R 460.147.

(l) That the utility may require a deposit and restoration charge if the utility shuts off service for nonpayment of winter protection monthly amounts.

(m) That the utility will not shut off service if the customer or the spouse of the customer is on active military duty.

(4) At the conclusion of the space heating season, the utility shall reconcile the accounts of eligible low-income customers and permit customers to pay any amounts owing in equal monthly installments between April 1 and October 31. A utility may shut off service to eligible customers who fail to make installment payments on a timely basis in the manner required by these rules.

(5) Except where unauthorized use of utility service has occurred at a customer's premises within the past 2 years and the bill remains unpaid, during the space heating season a utility shall not require an eligible low-income customer, whose utility service has been shut off, to pay a fee for restoring service or a security deposit pursuant to the provisions of R 460.109 or R 460.110, before applying for protection under this rule.

(6) Except where unauthorized use of utility service has occurred within the past 2 years at the premises where the customer has resided and the bill remains unpaid or safety is a concern, a utility may not require an amount greater than 1/12 of an arrearage owed in order to restore service or initiate participation in the winter protection plan

(7) Winter protection provisions of these rules do not apply to customers who have been shut off or who have a pending shutoff for unauthorized use of utility service within the past 2 years at the customer's current premises until all charges are paid in accordance with these rules or satisfactory payment arrangements are made with the utility.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 9. Energy Assistance And Shutoff Protection Programs
(continued)

(8) Upon request, the utility shall provide customers who enroll in the winter protection program with documentation that they are participating in the program.

(9) Bills issued to customers participating in the winter protection program shall clearly identify the minimum amount that the customer must pay to prevent shutoff of service. Utilities may bill at higher amounts to recover past due amounts and the utility may encourage customers to pay amounts in excess of the minimum provided that the minimum payment is clearly designated on the bill.

(10) Subject to prior commission approval, a utility may offer an optional shutoff protection program to its customers, provided that the optional shutoff protection program offers eligibility and shutoff protection that meets or exceeds the eligibility criteria and customer protections contained in subrule(1) of this rule.

R 460.149 Winter protection plan for senior citizens.

Rule 49. (1) A utility shall not shutoff service to an eligible senior citizen customer during the space heating season.

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

(3) At the conclusion of the space heating season, the utility shall reconcile the accounts of eligible senior citizen customers and permit them to pay any amounts owing in equal monthly installments between April 1 and October 31.

R 460.150 Military protections.

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

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

CONSUMER STANDARDS AND BILLING PRACTICES
PART 10. DISPUTED CLAIM, HEARING AND SETTLEMENT AGREEMENT

R 460.151 Disputed claim.

Rule 51. (1) If a customer advises a utility, or if the utility is notified by a regulation officer on behalf of a customer, before the date of the proposed shutoff of service that all or part of a bill is in dispute, then the utility shall do all of the following:

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

(b) Investigate the dispute promptly and completely.

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

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

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

(2) A customer may advise a utility that a claim is in dispute in any reasonable manner, such as by written notice, in person, by a telephone call directed to the utility, or through a regulation officer.

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

R 460.152 Utility hearing and hearing officers.

Rule 52. (1) If the parties are unable to resolve the dispute, the utility shall offer the customer the opportunity for an informal hearing before a hearing officer selected from a list of hearing officers filed with the commission.

(2) If the customer chooses to have an informal hearing, the customer shall do both of the following:

(a) Notify the utility within 5 business days of the utility offer for a hearing.

(b) Pay the amount not in dispute or if the utility and customer cannot agree, pay 50% of the disputed amount not to exceed $100.

(3) If the customer notifies the utility of the intent to pursue an informal hearing, then the utility shall do both of the following:

(a) Complete the necessary investigation.

(b) Schedule the hearing within 10 business days.

(c) Hold the hearing within 30 business days of the customer's request for a hearing.

(4) If the customer fails to pay the part of the bill that is determined under subrule (2)(b) of this rule within 10 business days of the date that the utility sends the hearing notice, the utility may exercise its right to shut off service pursuant to these rules.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 10. Disputed Claim, Hearing and Settlement Agreement
(continued)

(5) A utility shall select hearing officers on the basis of all of the following:

(a) They are on the list of hearing officers on file with the commission.

(b) They shall be notaries public qualified to administer oaths.

(c) They shall not be engaged in any other activities for or on behalf of the utility.

(d) They shall comply with part 10 of these rules.

(7) If the dispute is ultimately resolved in favor of the customer, in whole or in part, the utility shall return promptly any excess amount paid by the customer, with interest at the rate specified pursuant to the provisions of R 460.111(7).

R 460.153 Notice of hearing.

Rule 53. (1) The utility shall send or personally serve the customer with written notice of the time, date, and place of the hearing on the day scheduling is determined.

(2) The notice shall describe the hearing procedures as contained in these rules.

(3) Notice shall include amount of required payment and due date of 10 business days from the date of notice.

R 460.154 Hearing procedures.

Rule 54. (1) A utility shall establish hearing procedures that, at a minimum, shall be subject to investigation and review by the commission to ensure the impartiality and integrity of the hearing process and that provide the customer and the utility with all of the following rights:

(a) The right to represent themselves, to be represented by counsel, or to be assisted by persons of their choice.

(b) The right to examine, not less than 2 business days before a scheduled hearing, a list of all witnesses who will testify and all documents, records, files, account data, and similar material that may be relevant to the issues to be raised at the hearing.

(c) The right to present evidence, testimony, and oral and written argument.

(d) The right to question witnesses appearing on behalf of the other party.

(2) A hearing shall be held during normal business hours. A utility shall take reasonable steps to ensure that a customer who is unable to attend a hearing due to physical incapacity is not denied the right to a hearing. Failure of the customer, or the utility, to attend the hearing without a good reason, or without having requested an adjournment, constitutes a waiver of the right of that party to the hearing.

(3) The utility has the burden of proof by a preponderance of the evidence.

(4) All witnesses who appear for either party shall testify under oath.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 10. Disputed Claim, Hearing and Settlement Agreement
(continued)

(5) A hearing shall be informal and the proceedings need not be recorded or transcribed. All relevant evidence shall be received and the formal rules of evidence shall not apply.

(6) For each hearing, the hearing officer shall compile a record that contains all of the following:

(a) A concise statement, in writing, of the position of the utility.

(b) A concise statement, in writing, of the position of the customer. If the customer has not put his or her position in writing, then the hearing process shall provide a method for accomplishing this writing with the opportunity for proper acknowledgment by the customer.

(c) Copies of all evidence submitted by the parties.

(7) At the conclusion of the hearing, the hearing officer may orally state his or her findings, the decision, or adjourn the hearing and inform the parties that the decision will be transmitted within 7 business days. At the request of the customer, the hearing officer shall adjourn the hearing and transmit the decision within 7 business days. In all cases, the hearing officer shall issue a complaint determination in a form that is approved by the commission. The complaint determination shall contain both of the following:

(a) A concise summary of the evidence and arguments presented by the parties.

(b) The decision, and the reasons for the decision, of the hearing officer based solely upon the evidence received.

(8) At the conclusion of the hearing and again upon issuance of the complaint determination, the hearing officer shall advise the customer and the utility of all of the following:

(a) That each party has a right to make an informal appeal to the commission staff, by mail, telephone, internet, fax, or in person, within 7 business days of issuance of the complaint determination.

(b) That, if appealed, the decision of the hearing officer, including a finding that service may be shut off, cannot be implemented until a review by the commission staff is completed.

(c) The address and telephone number where the customer or the utility may make an informal appeal to the commission staff.

(9) Before issuance of a complaint determination, the hearing officer may propose a settlement to the parties. If both parties accept the settlement, it shall be put in writing and signed by both parties.

(10) Within 7 business days of the conclusion of the hearing, the hearing officer shall serve the parties with all of the following:

(a) A copy of the complaint determination.

(b) Appeal information as provided in subrule (8) of this rule.

(c) If applicable, a copy of the signed settlement agreement.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 10. Disputed Claim, Hearing and Settlement Agreement
(continued)

(11) The complaint determination and a copy of the signed settlement agreement, if any, shall be made part of the hearing record. The hearing officer shall certify the hearing record.

(12) The complaint determination is binding upon the parties, unless appealed, as provided in these rules.

R 460.155 Settlement agreement.

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

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

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

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

(a) The size of the delinquent account.

(b) The customer's ability to pay.

(c) The time that the debt has been outstanding.

(d) The reasons that the customer has not paid the bill.

(e) The customer's payment history.

(f) Any other relevant factors concerning the circumstances of the customer.

(5) A settlement agreement that is offered by a utility shall state, immediately preceding the space provided for the customer's signature and in bold print that is not less than 2 sizes larger than any other print that is used on the form: "IF YOU ARE SEEKING PAYMENT ASSISTANCE FROM A SOCIAL SERVICE AGENCY, SIGNING THIS AGREEMENT MAY PREVENT YOU FROM GETTING EMERGENCY ASSISTANCE. LET US KNOW IF YOU ARE WORKING WITH AN AGENCY. IF YOU ARE NOT SATISFIED WITH THIS

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Part 10. Disputed Claim, Hearing and Settlement Agreement
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AGREEMENT, DO NOT SIGN. YOU MAY FILE AN INFORMAL COMPLAINT AND HAVE A HEARING BEFORE A HEARING OFFICER BEFORE YOUR SERVICE MAY BE SHUT OFF. IF YOU DO SIGN THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO AN INFORMAL HEARING BEFORE A HEARING OFFICER ON ANY MATTER INVOLVED IN THIS DISPUTE EXCEPT THE UTILITY'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT. IF YOU HAVE AN UNEXPECTED LOSS OR REDUCTION OF INCOME AFTER THIS AGREEMENT IS SIGNED, YOU MAY REQUEST A REVIEW AND MODIFICATION OF THIS AGREEMENT."

R 460.156 Default of settlement agreement.

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

(a) That the customer is in default of the settlement agreement.

(b) The nature of the default.

(c) The date on or after which the utility may shut off service.

(d) That the customer has a right to request a hearing before a hearing officer selected from a list on file with the commission, only if the customer alleges that the utility has failed or refused to follow the terms of the settlement agreement.

(e) The address and telephone number where the customer may file the request for a hearing with the utility.

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

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

(4) If the customer and utility reach a settlement agreement following a notice of shutoff, the failure of the customer to abide by the terms of the settlement agreement during the first 60 days of the agreement constitutes a waiver of the notice required by subrule (1) of this rule. The utility may shut off service **based upon waiver provided above**.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 10. Disputed Claim, Hearing and Settlement Agreement (continued)

R 460.157 Same dispute.

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

PART 11. COMMISSION APPEAL PROCEDURES

R 460.158 Informal appeal.

Rule 58. Within 7 business days after a hearing officer issues a written complaint determination, either party may make an informal appeal to the commission staff.

R 460.159 Filing procedures.

Rule 59. (1) A party may make an informal appeal in any reasonable manner. The informal appeal need not be in writing and may be initiated by telephone, by internet, by mail, by fax, or in person at the offices of the commission.

(2) The appealing party shall provide all of the following information:

(a) Name and address of the customer.

(b) Name of the utility involved.

(c) The nature of the original complaint in a clear and concise manner.

(d) The hearing officer's decision.

(e) The relief requested.

R 460.160 Informal appeal procedures.

Rule 60. (1) The commission staff shall assign the informal appeal to a regulation officer. The officer shall have all of the following responsibilities:

(a) Advising the appealing party of the procedures of the commission by telephone or in writing.

(b) Advising the other party that an informal appeal has been filed.

(c) Issuing interim determinations as necessary.

(d) Reviewing or investigating the appeal as provided in these rules.

(e) Issuing an informal appeal decision.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 11. Commission Appeal Procedures
(continued)

(2) Upon notification by the commission staff that an informal appeal has been made, the utility shall promptly file, with the commission staff, the certified hearing record. The parties shall be bound by the evidence presented at the hearing and contained in the hearing record. In arriving at the informal appeal decision, the regulation officer shall not be required to receive or consider any additional evidence or information.

(3) In all informal appeals, the utility has the burden of proof by a preponderance of the evidence.

R 460.161 Interim determination.

Rule 61. (1) After receiving the hearing record and pending the final resolution of an informal appeal, the regulation officer may issue an interim determination with appropriate terms and conditions. In the case of an appeal regarding a bill or deposit, the regulation officer may require a customer to pay the undisputed portion of a claim in order to continue the prohibition against the shutoff of service as provided in these rules. The regulation officer may consider the amounts that reasonably appear to reflect the cost of utility service in determining the undisputed portion of a claim.

(2) If a customer fails to abide by the terms and conditions of an interim determination within 10days of the date of personal service or mailing of the interim determination by first-class mail, then the utility may shut off service as provided in these rules.

R 460.162 Appeal review.

Rule 62. The regulation officer shall review the informal appeal thoroughly and, when necessary, conduct further investigation. A party may offer new evidence if the regulation officer determines that it is relevant. When further investigation is necessary, the regulation officer may request additional evidence or, at his or her own initiative, may hold an informal appeal conference with the parties or their representatives at a time and place designated by the officer. If either party fails to appear at the informal conference without a good reason or without having requested an adjournment, the right of the absent party to appear at the conference shall be waived. At an informal appeal conference, the parties may do all of the following:

(a) Represent themselves, be represented by counsel, or be assisted by other persons of their choice.

(b) Offer oral and documentary evidence, which may be considered atthe discretion of the regulation officer.

(c) Refute, in a reasonable manner, the evidence of the other party.

(d) Submit an oral or written statement of position.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 11. Commission Appeal Procedures
(continued)

R 460.163 Shutoff pending decision.

Rule 63. A utility shall not shut off service or issue a notice of shutoff related to the matter in dispute pending the decision of the commission staff, except pursuant to the terms of an interim determination.

R 460.164 Informal appeal decision.

Rule 64. The regulation officer shall, within 30 days after the utility files the certified record, issue a written informal appeal decision affirming, modifying, or reversing the informal hearing determination. In reversing or modifying the informal hearing determination, the decision shall set forth the terms and conditions for continued service, shutoff, or a proposed settlement agreement as required by the facts and circumstances. The decision shall state the relevant findings of fact, the reasons for the decision, and remedies for failure to comply with the informal appeal decision. A copy of the informal appeal decision shall be served personally, or by first-class mail, on the parties.

R 460.165 Failure to comply with informal appeal decision.

Rule 65. Failure of either party to comply with the decision within 10 days from the date of service by mailing shall permit implementation of the action or remedy provided by the decision.

R 460.166 Same dispute.

Rule 66. The commission staff may dismissal subsequent informal appeal that involves the same question or issue based upon the same facts without following every procedure set forth in these rules.

R 460.167 Formal appeal.

Rule 67. Either party may appeal the decision of the regulation officer by filing a formal hearing request in accordance with the rules of practice and procedure before the commission. If a formal hearing request is filed, the terms of the informal appeal decision shall be held in abeyance unless otherwise ordered by the commission or the presiding officer who is assigned to the formal complaint.

R 460.168 Other remedies.

Rule 68. Nothing in these provisions shall be construed to prevent a party from pursuing appropriate legal and equitable remedies at any time.

CONSUMER STANDARDS AND BILLING PRACTICES
Part 11. Commission Appeal Procedures
(continued)

R 460.169 Scope of rules.

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

(2) After notice and an opportunity to be heard, utilities determined by the commission to be in violation of these rules shall be subject to all damages and fines contained within the statutes under which these rules are promulgated.

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

TECHNICAL STANDARDS FOR ELECTRIC SERVICE

PART 1. GENERAL PROVISIONS

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

Rule 101. (1) These rules apply to electric utilities that operate within the state of Michigan under the jurisdiction of the public service commission.

(2) These rules are intended to promote safe and adequate service to the public and to provide standards for uniform and reasonable practices by utilities.

(3) These rules do not relieve a utility from any of its duties under the laws of this state.

(4) Each utility may adopt reasonable rules and regulations governing its relations with customers which it finds necessary and which are not inconsistent with these rules for electric service. Adopted rules and regulations shall be filed with, and approved by, the commission.

R 460.3102 Definitions.

Rule 102. As used in these rules:

(a) "Acceptable to the commission" means that a commission order has been obtained.

(b) "Approved by the commission" means that a commission order has been obtained.

(c) "Commission" means the Michigan public service commission.

(d) "Customer," except as used in R 460.3411, means any person, firm, association, or corporation, or any agency of the federal, state, county, or municipal government that purchases electric service supplied by a utility.

(e) "Electric plant" means all real estate, fixtures, or property that is owned, controlled, operated, or managed in connection with, or to facilitate the production, transmission, and delivery of, electric energy.

(f) "File" means to deliver to the commission's executive secretary.

(g) "Meter," unless otherwise qualified, means a device that measures and registers the integral of an electrical quantity with respect to time.

(h) "Metering error" means a failure to accurately measure and record all of the electrical quantities that are required by the applicable rate or rates.

(i) "Meter shop" means a shop where meters are inspected, repaired, and tested. A meter shop may be at a fixed location or may be mobile.

(j) "Premises" means an undivided piece of land that is not separated by public roads, streets, or alleys.

(k) "Submit" means to deliver to the commission's designated representative.

(l) "Utility" means an electric company, whether private, corporate, or cooperative, that operates under the jurisdiction of the commission.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
PART 2. RECORDS AND REPORTS

R 460.3201 Records; location; examination.

Rule 201. Upon a request by the commission or its designated representative, records which are required by these rules or which are necessary for the administration of these rules shall be available within the state of Michigan for examination by the commission or its designated representative.

R 460.3202 Records; preservation.

Rule 202. Unless otherwise specified in these rules, or by other order of the commission, all records that are required by these rules shall be preserved for the period of time specified in R 460.2501 et seq. of the Michigan Administrative Code.

R 460.3203 Documents and information; required submission.

Rule 203. A utility shall submit all of the following documents and information and shall maintain the documents and information in a current status:

(a) A copy of the utility's tariff.

(b) A copy of the utility's rules and standards that are made available to the public covering meter and service installation.

(c) A copy of each type of customer bill form.

(d) A list of the cities, villages, and townships that the utility serves. Upon a request by the commission or its designated representative, the utility shall also provide copies of the associated franchise information.

(e) The name, title, address, and telephone number of the persons to be contacted in connection with the following matters:

(i) General management duties.

(ii) Customer relations (complaints).

(iii) Engineering operations.

(iv) Meter tests and repairs.

(v) Emergencies during non-office hours.

(f) An annual copy of the utility's construction budget, which shall be updated for all major changes to generating and transmission facilities.

(g) An "Electric Service" monthly report, on forms suitable to the commission, that shows information concerning the utility's acquisition and disposition of electric energy and other information as required. The reports shall be submitted by investor-owned utilities within 50 days after the end of the quarter reported and by rural electric cooperatives within 50 days after the end of the month reported.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 2. Records and Reports
(continued)

(h) A map or maps that show the utility's operating area within this state, including generating stations and transmission lines with their voltage designations. Upon a request by the commission or its designated representative, the utility shall also make available a map or maps that show all of the following:

(i) Distribution lines with the number of phases designated.

(ii) State boundary crossings.

(iii) Service areas.

R 460.3204 Customer records; retention period; content.

Rule 204. (1) The utility shall retain records as necessary to comply with R 460.3309. The records shall be retained for not less than 3 years.

(2) Records for customers shall show, if applicable, all of the following information:

(a) Kilowatt-hour meter reading.

(b) Kilowatt-hour consumption.

(c) Kilowatt, kilovolt ampere, and kilovar meter reading.

(d) Kilowatt, kilovolt ampere, and kilovar measured demand.

(e) Kilowatt, kilovolt ampere, and kilovar billing demand.

(f) Total amount of bill.

PART 3. METER REQUIREMENTS

R 460.3301 Metered measurement of electricity required; exceptions.

Rule 301. (1) All electricity that is sold by a utility shall be on the basis of meter measurement, except where the consumption can be readily computed or except as provided for in a utility's filed rates.

(2) Where practicable, the consumption of electricity within the utility or by administrative units associated with the utility shall be metered.

(3) Meters shall be in compliance with part 6 of these rules.

R 460.3304 Meter data collection system.

Rule 304. A meter data collection system that takes data from recording meters shall indicate all of the following:

(a) The date of the record.

(b) The equipment numbers.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 3. Meter Requirements
(continued)

(c) A suitable designation identifying the customer.
(d) The appropriate multipliers.

R 460.3305 Meter multiplier.

Rule 305. If it is necessary to apply a multiplier to the meter registration, then the multiplier shall be displayed on the face of the meter.

R 460.3308 Standards of good practice; adoption by reference.

Rule 308. In the absence of specific rules of the commission, a utility shall apply the provisions of the publications set forth in this rule as standards of accepted good practice. The following standards are available from the American National Standards Institute (ANSI), Customer Service, 25 West 43rd St., 4th floor, New York, New York, 10036, USA, telephone number:1-212-642-4900 or via the internet at web-site: http://webstore.ansi.org/ansidocstore/; at the cost listed below as of the time of adoption of these rules, plus a handling charge (for paper copies):

(a) American National Standards Institute standards for electricity meters ANSI C12.1-2001 and C12.20-2002. Cost $120.00.

(b) American National Standards Institute/American Society for Quality Sampling Procedures and Tables for Inspection by Variables for Percent Nonconforming(ANSI/ASQ Z1.9-2003). Cost $100.00.

(c) American National Standards Institute IEEE Standard Requirements for Instrument Transformers (ANSI C57.13-1993). Cost $110.00.

(d) American National Standards Institute IEEE Standard for High Accuracy Instrument Transformers, IEEE Std. C57.13.6-2005. Cost $35.00.

(e) The standards adopted in subdivisions (a) to (d) of this rule are also available for inspection at the Michigan Public Service Commission, 6545 Mercantile Way, P.O. Box 30221, Lansing, Michigan, 48909. Copies of these standards may also be obtained from the MPSC at the cost charged by ANSI, plus $20.00 for shipping and handling.

R 460.3309 Metering inaccuracies; billing adjustments.

Rule 309. (1) An adjustment of bills for service for the period of inaccuracy shall be made for over registration and may be made for under registration under any of the following conditions:

(a) If a meter creeps.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 3. Meter Requirements
(continued)

(b) If a metering installation is found upon any test to have an average inaccuracy of more than 2.0%.

(c) If a demand metering installation is found upon any test to have an average inaccuracy of more than 1.0% in addition to the inaccuracies allowed under R 460.3609.

(d) If a meter registration has been found to be inaccurate due to apparent tampering by a person or persons known or unknown.

(2) The amount of the adjustment of the bills for service shall be calculated on the basis that the metering equipment is 100% accurate with respect to the testing equipment used to make the test. The average accuracy of watt-hour meters shall be calculated in accordance with R 460.3616.

(3) If the date when the inaccuracy in registration began can be determined, then that date shall be the starting point for determining the amount of the adjustment and shall be subject to subrule (12) of this rule.

(4) If the date when the inaccuracy in registration began cannot be determined, then it is assumed that the inaccuracy existed for the period of time immediately preceding discovery of the inaccuracy that is equal to 1/2 of the time since the meter was installed on the present premises, 1/2 of the time since the last test, or **12 months**, whichever is the shortest period of time, except as otherwise provided in subrule (5) of this rule and subject to subrule (12) of this rule.

(5) The inaccuracy in registration due to creep shall be calculated by timing the rate of creeping under R 460.3607 and by assuming that the creeping affected the registration of the meter for the period of time immediately preceding discovery of the inaccuracy that is equal to 1/4 of the time since the meter was installed on the present premises, 1/4 of the time since the last test, or **12 months**, whichever is the shortest period of time, subject to subrule (12) of this rule.

(6) If the average inaccuracy cannot be determined by test because part, or all, of the metering equipment is inoperative, then the utility may use the registration of check metering installations, if any, or estimate the quantity of energy consumed based on available data. The utility shall advise the customer of the metering equipment failure and of the basis for the estimate of the quantity billed. The same periods of inaccuracy shall be used as explained in this rule.

(7) Recalculation of bills shall be on the basis of the recalculated monthly consumption.

(8) If the recalculated bills indicate that an amount is due an existing customer or that more than $10.00 is due a former customer of the utility, then the utility shall refund the full amount of the difference between the amount paid and the recalculated amount.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 3. Meter Requirements
(continued)

9) Refunds shall be made to the 2 most recent customers who received service through the meter found to be inaccurate. If a former customer of the utility, a notice of the amount of the refund shall be mailed to such customer at the last known address. The utility shall, upon demand made by the customer within 3 months of mailing of the notice, forward the refund to the customer.

(10) If the recalculation of billing as a result of a metering inaccuracy indicates that more than $1.00 is owed to the utility by an existing customer or that more than $10.00 is owed to the utility by a former customer, then the utility may issue a bill for the amount, subject to subrule (12) of this rule.

(11) Each utility may establish a policy setting a minimum amount for which it may bill a customer due to under registration that is more than the amounts in subrule

(10) of this rule. The minimum amount established in the utility policy shall be applied in all cases of under registration to determine whether the customer will be billed for the amount due the utility because of under registration.

(12) Except in cases of tampering, back billing of customers for metering inaccuracies is limited to the 12-month period immediately preceding discovery of the inaccuracy. The customer shall be given a reasonable time in which to pay the amount of the back billing, after consideration of the amount of the back bill and the duration of the inaccuracy, and service shall not be shut off during this time for nonpayment of the amount of the back billing if the customer is complying with the repayment agreement.

PART 4. CUSTOMER RELATIONS

R 460.3408 Temporary service; cost of installing and removing equipment owned by utility.

Rule 408. If the utility renders temporary service to a customer, it shall require that the customer bear the cost of installing and removing the utility-owned equipment in excess of any salvage realized.

R 460.3409 Protection of utility-owned equipment on customer's premises.

Rule 409. (1) The customer shall use reasonable diligence to protect utility-owned equipment on the customer's premises and to prevent tampering or interference with the equipment. The utility may shut off service in accordance with applicable rules of the commission if the metering or wiring on the customer's premises has been tampered with or altered in any manner that allows unmetered or improperly metered energy to be used or to cause an unsafe condition.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 4. Customer Relations
(continued)

(2) If a utility shuts off service for unauthorized use of service, then both of the following provisions shall apply:

(a) The utility may bill the customer for the unmetered energy used and any damages that have been caused to utility-owned equipment.

(b) The utility is not required to restore service until the customer does all of the following:

(i) Makes reasonable arrangements for payment of the charges in subdivision (a) of this subrule.

(ii) Agrees to pay the approved reconnection charges.

(iii) Agrees to make provisions and pay charges for relocating utility-owned equipment or making other reasonable changes that may be requested by the utility to provide better protection for its equipment.

(iv) Provides the utility with reasonable assurance of the customer's compliance with the utility's approved standard rules and regulations.

(3) Failure to comply with the terms of an agreement to restore service after service has been shut off pursuant to subrule (1) of this rule shall be cause to shut off service in accordance with the rules of the utility and the commission.

(4) If service is shut off pursuant to subrule (3) of this rule and the utility must incur extraordinary expenses to prevent the unauthorized restoration of service, the utility may bill the customer for the expenses, in addition to all other charges that may apply under this rule, and may require that the expenses and other charges be paid before restoring service. A reasonable effort shall be made to notify the customer at the time of shutoff that additional charges may apply if an attempt is made to restore service that has been shut off.

(5) The customer of record who benefits from the unauthorized use shall be responsible for payment to the utility for the energy consumed.

(6) The utility may bill the customer for the reasonable actual cost of the tampering investigation.

R 460.3410 Extension of facilities plan.

Rule 410. Each utility shall develop a plan, approved by the commission, for the extensions of facilities where the investment is in excess of that included in the regular rates for service and for which the customer is required to pay all or part of the cost.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 4. Customer Relations
(continued)

R 460.3411 Extension of electric service in areas served by 2 or more utilities.

Rule 411. (1) As used in this rule:

(a) "Customer" means the buildings and facilities served rather than the individual, association, partnership, or corporation served.

(b) "Distances" means measurements which are determined by direct measurement from the closest point of a utility's existing distribution facilities to the customer's meter location and which are not determined by the circuit feet involved in any extension.

(c) "Distribution facilities" means single-phase, V-phase, and 3-phase facilities and does not include service drops.

(2) Existing customers shall not transfer from one utility to another.

(3) Prospective customers for single-phase service that are located within 300 feet of the distribution facilities of 2 or more utilities shall have the service of their choice.

(4) Prospective customers for single-phase service that are located more than 300 feet, but within 2,640 feet, from the distribution facilities of 1 or more utilities shall be served by the closest utility.

(5) Prospective customers for single-phase service that are located more than 2,640 feet from the distribution facilities of any utility shall have the service of their choice, subject to the provisions of subrule (10) of this rule.

(6) Prospective customers for 3-phase service that are located within 300 feet of the 3-phase distribution facilities of 2 or more utilities shall have the service of their choice.

(7) Prospective customers for 3-phase service that are located more than 300 feet, but within 2,640 feet, from the 3-phase distribution facilities of 1 or more utilities shall be served by the closest utility.

(8) Prospective customers for 3-phase service that are located more than 2,640 feet from the 3-phase distribution facilities of any utility shall have the service of their choice, subject to the provisions of subrule (10) of this rule.

(9) Regardless of any other provisions in these rules, a prospective industrial customer, as defined under the industrial classification manual, division D, manufacturing, for 3-phase service that will have a connected load of more than 500 kilowatts shall have its choice of service from any nearby utility that is willing to construct the necessary facilities. The facilities that are constructed to serve an industrial customer that would otherwise have been served by another utility shall not qualify as a measuring point in determining which utility will serve new customers in the future.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 4. Customer Relations
(continued)

(10) The extension of distribution facilities, except as provided in subrules (3), (4), (6), and (7) of this rule, where an extension will be located within 1 mile of another utility's distribution facilities, shall not be made by a utility without first giving the commission and any affected utility 10 days' notice of its intention by submitting a map showing the location of the proposed new distribution facilities, the location of the prospective customers, and the location of the facilities of any other utility in the area. Ifno objections to the proposed extension of distribution facilities are received by the commission within the 10-day notice period, the utility may proceed to construct the facilities. If objections are received, the determination of which utility will extend service may be made the subject of a public hearing and a determination by the commission, upon proper application by any affected party.

(11) The first utility serving a customer pursuant to these rules is entitled to serve the entire electric load on the premises of that customer even if another utility is closer to a portion of the customer's load.

(12) A utility may waive its rights to serve a customer or group of customers if another utility is willing and able to provide the required service and if the commission is notified and has no objections.

(13) Nothing contained in these rules shall be construed to circumvent the requirements of Act No. 69 of the Public Acts of 1929, as amended, being S460.501 et seq. of the Michigan Compiled Laws, or to authorize a utility to extend its service into a municipality then being served by another utility without complying with the provisions of Act No. 69 of the Public Acts of 1929, as amended.

(14) Regardless of other provisions of this rule, except subrule (9), a utility shall not extend service to a new customer in a manner that will duplicate the existing electric distribution facilities of another utility, except where both utilities are within 300 feet of the prospective customer. Three-phase service does not duplicate single-phase service when extended to serve a 3-phase customer.

(15) The first utility to serve a customer in a new subdivision under the other provisions of this rule has the right to serve the entire subdivision. In extending service to reach the subdivision, the utility shall not duplicate the existing facilities of another utility.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
PART 5. ENGINEERING

R 460.3501 Electric plant; construction, installation, maintenance, and operation pursuant to good engineering practice required.

Rule 501. The electric plant of the utility shall be constructed, installed, maintained, and operated pursuant to accepted good engineering practice in the electric industry to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

R 460.3502 Standards of good practice; adoption by reference.

Rule 502. In the absence of specific rules of the commission, a utility shall apply the standards of accepted good practice that are adopted by reference in R 460.811 et seq.

R 460.3503 Utility plant capacity.

Rule 503. The electric capacity regularly available from all sources shall be large enough to meet all normal demands for service and to provide a reasonable reserve for emergencies.

R 460.3504 Electric plant inspection program.

Rule 504. Each utility shall adopt a program of inspection of its electric plant to ensure safe and reliable operation. The frequency of the various inspections shall be based on the utility's experience and accepted good practice. Each utility shall keep sufficient records to verify compliance with its inspection program.

R 460.3505 Utility line clearance program.

Rule 505. Each utility shall adopt a program of maintaining adequate line clearance through the use of industry-recognized guidelines. A line clearance program shall recognize the national electric safety code standards that are adopted by reference in R 460.811 et seq. The program shall include tree trimming.

PART 6. METERING EQUIPMENT INSPECTIONS AND TESTS

R 460.3601 Customer-requested meter tests.

Rule 601. (1) Upon request by a customer to a utility, a utility shall make a test of the meter serving the customer. Any charge to the customer shall conform with the utility's filed and approved rates and rules. Provided, however, that the utility need not make more than 1 test in any 12-month period.

(2) The customer, or his or her representative, may be present when his or her meter is tested.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(3) A report of the results of the test shall be made to the customer within a reasonable time after the completion of the test, and a record of the report, together with a complete record of each test, shall be kept on file at the office of the utility.

R 460.3602 Meter and associated device inspections and tests; certification of accuracy.

Rule 602. Every meter shall be inspected and tested, and associated device(s) shall be inspected, in the meter shop of the utility, or a meter testing facility certified by the utility, before being placed in service. The accuracy of each meter shall be certified to be within the tolerances permitted by these rules, except that the utility may rely on the certification of accuracy by the manufacturer on all new meters.

R 460.3603 Meters with transformers; post-installation inspection; exception.

Rule 603. Meters with associated instrument transformers and phase shifting transformers shall be inspected to determine the proper operation and wiring connections. Inspections shall be made within 60 days after installation by a qualified person who, when possible, should be someone other than the original installer. All self-contained, socket-type meters are excluded from post-installation inspections, except that the original installation shall be inspected when the meter is installed.

R 460.3604 Meters and associated devices; removal tests.

Rule 604. All meters and associated devices shall be tested after they are removed from service unless they are retired because of obsolescence.

R 460.3605 Metering electrical quantities.

Rule 605. (1) All electrical quantities that are to be metered as provided in R 460.3301 shall be metered by commercially acceptable instruments which are owned and maintained by the utility.

(2) Every reasonable effort shall be made to measure at 1 point all the electrical quantities necessary for billing a customer under a given rate.

(3) Metering facilities located at any point where energy may flow in either direction and where the quantities measured are used for billing purposes shall consist of meters equipped with ratchets or other devices to prevent reverse registration and shall be so connected as to separately meter the energy flow in each direction, unless used to implement a utility tariff approved by the commission for service provided under a net metering program.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(4) Reactive metering shall not be employed for determining the average power factor for billing purposes where energy may flow in either direction or where the customer may generate an appreciable amount of his or her energy requirements at any time, unless suitable directional relays and ratchets are installed to obtain correct registration under all conditions of operation.

(5) All electric service of the same type rendered under the same rate schedule shall be metered with instruments having like characteristics, except that the commission may be requested to approve the use of instruments of different types if their use does not result in unreasonable discrimination. Either all of the reactive meters which may run backwards or none of the reactive meters used for measuring reactive power under 1 schedule shall be ratcheted.

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.

Rule 606. (1) Meters that are not direct reading and meters operating from instrument transformers shall have the multiplier plainly marked on the dial of the instrument or otherwise suitably marked. All charts and magnetic tapes taken from recording meters shall be marked with the date of the record, the meter number, customer, and chart multiplier, except as provided in R 460.3304.

(2) The register ratio shall be marked on all meter registers.

(3) The watthour constant for the meter itself shall be shown on all watthour meters.

R 460.3607 Watt-hour meter requirements.

Rule 607. (1) Watthour meters that are used for measuring electrical quantities supplied shall conform to ANSI specifications and meet all of the following requirements:

(a) Be of proper design for the circuit on which the meters are used; be in good mechanical and electrical condition; and have adequate insulation, correct internal connections, and correct register.

(b) Not creep at no load with all load wires disconnected at a rate of one complete revolution of the moving element in ten minutes when potential is impressed.

(c) Be accurate to within plus or minus 1.0%, referred to the portable standard watthour meter as a base, at two unity power factor loads: light load (l.l.) and heavy load (h.l.).

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

Meter Must be Accurate within ± 1.0% to Portable Standard			
Meter Class	Light Load Test Amperes	Heavy Load Test Amperes	Inductive Load 50% Lagging Power Factor Test Amperes
Self-Contained	10% Rated Test Amperes of Meter	75-100% Rated Test Amperes of Meter	75-100% Rated Test Amperes of Meter
Transformer Rated	5-10% Rated Test Amperes of Meter	75-100% Rated Test Amperes of Meter	75-100% Rated Test Amperes of Meter

(d) Be accurate to within plus or minus 2.0%, referred to the portable standard watthour meter as a base, at inductive load (i.l.).

(2) Polyphase meters shall have their elements in balance within 2.0% at rated test amperes at unity power factor and at approximately 50% lagging power factor.

(3) Meters that are used with instrument transformers shall be adjusted so that the overall accuracy of the metering installation meets the requirements of this rule.

(4) Meters and associated devices shall be adjusted as close as practical to zero error and within the accuracy limits specified in subrule (1)(c) of this rule.

R 460.3608 Demand meters, registers, and attachments; requirements.

Rule 608. A demand meter, demand register, or demand attachment that is used to measure a customer's service shall meet all of the following requirements:

(a) Be in good mechanical and electrical condition.

(b) Have proper constants, indicating scale, contact device, recording tape or chart, and resetting device.

(c) Not register at no load.

(d) Be accurate to the following degrees:

(i) Curve-drawing meters that record quantity-time curves and integrated-demand meters shall be accurate to within plus or minus 2.0% of full scale throughout their working range. Timing elements measuring specific demand intervals shall be accurate to within plus or minus 2.0%, and the timing element which serves to provide a record of the time of day when the demand occurs shall be accurate to within plus or minus 4 minutes in 24 hours.

(ii) Lagged-demand meters shall be accurate to within plus or minus 4.0% of full scale at final indication.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

R 460.3609 Instrument transformers used in conjunction with metering equipment; requirements; phase shifting transformers; secondary voltage.

Rule 609. (1) Instrument transformers used in conjunction with metering equipment to measure a customer's service shall meet both of the following requirements:

(a) Be in proper mechanical condition and have satisfactory electrical insulation for the service on which used.

(b) Have characteristics such that the combined inaccuracies of all transformers supplying 1 or more meters in a given installation will not exceed the percentages listed in the following chart:

100% Power Factor			50% Power Factor	
Current	10%	100%	10%	100%
Error	1%	0.75%	3%	2%

(2) Meters that are used in conjunction with instrument transformers shall be adjusted so that the overall accuracies will come within the limits specified in this part.

(3) Instrument transformers shall be tested with the meter with which they are associated by making an overall test or may be checked separately. If the transformers are tested separately, the meters shall also be checked to see that the overall accuracy of the installation is within the prescribed accuracy requirements. (See R 460.3613 (6)).

(4) The results of tests of instrument transformers shall be kept on record and shall be available for use.

(5) Phase shifting transformers shall have secondary voltages under balanced line voltage conditions within plus or minus 1.0% of the voltage impressed on the primary side of the transformer.

R 460.3610 Portable indicating voltmeters; accuracy.

Rule 610. All portable indicating voltmeters that are used for determining the quality of service voltage to customers shall be checked against a suitable secondary reference standard at least once every 6 months for analog devices, and once every 12 months for digital devices. The accuracy of these voltmeters shall be rated so that the error of the indication is not more than plus or minus 1% of full scale. If the portable indicating voltmeter is found to be in error by more than the rated accuracy at commonly used scale deflections, it shall be adjusted.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests (continued)

R 460.3611 Meter testing equipment; availability; provision and use of primary standards.

Rule 611. (1) A utility shall maintain sufficient laboratories, meter testing shops, secondary standards, instruments, and facilities to determine the accuracy of all types of meters and measuring devices used by the utility. The utility may, if necessary, have all or part of the required tests made, or its portable testing equipment checked, by another utility or agency which is approved by the commission and which has adequate and sufficient testing equipment to comply with these rules.

(2) At a minimum, a utility shall keep all of the following testing equipment available:

(a) One or more portable standard watthour meters that has a capacity and voltage range which is adequate to test all watthour meters used by the utility.

(b) Portable indicating instruments that are necessary to determine the accuracy of all instruments used by the utility.

(c) One or more secondary standards to check each of the various types of portable standard watthour meters used for testing watthour meters. Each secondary standard shall consist of an approved portable standard watthour meter which is kept permanently at 1 point and which is not used for fieldwork. Standards shall be well-compensated for both classes of temperature errors, shall be practically free from errors due to ordinary voltage variations, and shall be free from erratic registration due to any cause.

(d) Suitable standards, which are not used for fieldwork, to check portable instruments used in testing.

(3) A utility shall provide and use primary standards that have accuracies which are traceable to the United States National Institute of Standards and Technology (NIST).

R 460.3612 Test standards; accuracy.

Rule 612. (1) The accuracies of all primary reference standards shall be certified as traceable to the National Institute of Standards and Technology (NIST), either directly or through other recognized standards laboratories. These standards shall have their accuracy certified at the time of purchase. Standard cells shall be intercompared regularly and at least 1 standard cell shall be checked by a standardizing laboratory at intervals of not more than 2 years. Reference standards of resistance, potentiometers, and volt boxes shall be checked at intervals of not more than 3 years.

(2) Secondary watthour meter standards shall not be in error by more than plus or minus 0.3% at loads and voltages at which they are to be used, and shall not be used to check or calibrate working standards, unless the secondary standard has been checked and adjusted, if

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

necessary, within the preceding 6 months. Each secondary standard watthour meter shall have calibration data available and shall have a history card.

(3) Secondary standards indicating instruments shall not be in error by more than plus or minus 0.5% of indication at commonly used scale deflection and shall not be used to check or calibrate portable indicating instruments, unless the secondary standard has been checked and adjusted, if necessary, within the preceding 12 months. A calibration record shall be maintained for each standard.

(4) Regularly used working portable standard watthour meters shall be compared with a secondary standard at least once every 6 months. Infrequently used working standards shall be compared with a secondary standard before they are used.

(5) Working portable standard watthour meters shall be adjusted so that their percent registration is within 99.7% and 100.3% at 100% power factor and within 99.5% and 100.5% at 50% lagging power factor at all voltages and loads at which the standard may be used. A history and calibration record shall be kept for each working standard.

(6) The meter accuracies required in this rule for all primary, secondary, and working standards shall be referred to 100%. Service measuring equipment shall be adjusted to within the accuracies required assuming the portable test equipment to be 100% accurate with the calibration correction taken into consideration.

R 460.3613 Metering equipment testing requirements.

Rule 613. (1) The testing of any unit of metering equipment shall consist of a comparison of its accuracy with a standard of known accuracy. Units which are not properly connected or which do not meet the accuracy or other requirements of these meter and metering equipment rules at the time of testing shall be reconnected or rebuilt to meet such requirements and shall be adjusted to within the required accuracy and as close to zero error as practicable or else their use shall be discontinued.

(2) Self-contained, single-phase meters, except for combination meters (meters that include demand devices or control devices), shall be in compliance with all of the following requirements:

(a) Be checked for accuracy at unity power factor at the point where a meter is installed, at a central testing point, or in a mobile testing laboratory within a period of from 12 months before, to 60 days after, a meter is placed in service, except as provided for in R 460.3602, and in subrule (3) of this rule, and not later than 9 months after 192 months of service for a surge-resistant meter and not later than 9 months after 96 months of service for a non-surge-resistant meter.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(b) Notwithstanding the provisions of subdivision (a) of this subrule, upon application to the commission and upon receipt of an order granting approval, the testing of self-contained, single-phase meters in service shall be governed by a quality control plan as follows:

(i) Meters shall be divided into homogeneous groups by manufacturers' types, except as follows:

(A) Certain manufacturers' types shall be further subdivided into separate groups by manufacturers' serial numbers as follows:

(1) General Electric type I-30 shall be divided at serial number 20,241,829.

(2) Westinghouse type C shall be divided at serial number 16,350,000.

(3) Duncan type MF shall be divided at serial number 2,650,000.

(4) Sangamo type J meters shall be divided starting with serial number 10,000,000.

(B) Non-surge-resistant meters that are installed in nonurban areas shall be treated as separate groups by manufacturers' type.

(ii) The meters in each homogeneous group shall then be further subdivided into lots of not less than 301, and not more than 10,000, meters each, except that meters of the most recent design may be combined into lots regardless of manufacturers' type, except that where the number of meters of a single type is 8,001 or more, that number of meters shall be segregated by types for the formation of lots.

(iii) From each assembled lot, a sample of the size specified in table A-2, ANSI/ASQC Z1.9, shall be drawn annually. The sample shall be drawn at random.

(iv) The meters in each sample shall be tested for accuracy pursuant to the provisions of these rules.

(v) The test criteria for acceptance or rejection of each lot shall be based on the test at heavy load only and shall be that designated for double specification limits and an acceptable quality level (AQL) that is not higher than 2.50 (normal inspection) as shown in table B-3, ANSI/ASQC Z1.9.

(vi) The necessary calculations shall be made pursuant to Example B-3 of ANSI/ASQC Z1.9. The upper and lower specification limits, U and L, shall be 102% and 98%, respectively.

(vii) A lot shall be rejected if the total estimated percent defective (p) exceeds the appropriate maximum allowable percent defective (M) as determined from table B-3 as specified in paragraph (v) of this subdivision.

(viii) All meters in a rejected lot shall be tested within a maximum period of 48 months and shall be adjusted pursuant to the provisions of R 460.3607 or shall be replaced with meters that are in compliance with the requirements of R 460.3607.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(ix) During each calendar year, new meter samples shall be drawn as specified in this subdivision from all meters in service, with the exception that lots that have been rejected shall be excluded from the sampling procedure until all meters included in the rejected lots have been tested.

(x) The utility may elect to adopt a mixed variables-attributes sampling plan as outlined in Section A9 of ANSI/ASQC Z1.9, in which case, a lot that is not in compliance with the acceptability criteria of the variables sampling plan shall be resampled the following year using an attributes sampling plan. If the acceptability criteria of the attributes sampling plan are met, then the lot shall be considered acceptable and shall be returned to the variables sampling plan the following year. If the acceptability criteria of the attributes sampling plan are not met, then that lot shall be rejected and all meters in the lot shall be tested and adjusted or replaced within a maximum period of 36 months after the second rejection.

(xi) The plan specified in paragraph (x) of this subdivision does not alter the rules under which customers may request special tests of meters.

(c) Be checked for accuracy in all of the following situations:

(i) When a meter is suspected of being inaccurate or damaged.

(ii) When the accuracy of a meter is questioned by a customer. (See R 460.3601.)

(iii) Before use if a meter has been inactive for more than 1 year after having been in service.

(iv) When a meter has been removed from service and has not been tested within the previous 48 months.

(d) Be inspected for mechanical and electrical faults when the accuracy of the device is checked.

(e) Have the register and the internal connections checked before the meter is first placed in service and when the meter is repaired.

(f) Have the connections to the customer's circuits checked when the meter is tested on the premises or when removed for testing.

(g) Be checked for accuracy at 50% power factor when purchased and after rebuilding.

(h) A meter need not be tested or checked for any reason, except when a complaint is received, if the device was tested, checked, and adjusted, if necessary, within the previous 12 months.

(3) Notwithstanding the provisions of subrules (4)(a)(ii), (5)(a) (ii) and (6)(a)(iii) of this rule, upon application to the commission and upon receipt of an order granting approval, the solid state meters described in subrules (4), (5) and (6) of this rule in service may elect to be governed by a quality control plan as follows:

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(a) Meters shall be divided into homogeneous groups by manufacturers' types.

(b) The meters in each homogeneous group shall then be further subdivided into lots of not less than 301, and not more than 10,000, meters each, except that meters of the most recent design may be combined into lots regardless of manufacturers' type, except that where the number of meters of a single type is 8,001 or more, that number of meters shall be segregated by types for the formation of lots.

(c) From each assembled lot, a sample of the size specified in table A-2, ANSI/ASQC Z1.9, shall be drawn annually. The sample shall be drawn at random.

(d) The meters in each sample shall be tested for accuracy pursuant to the provisions of these rules.

(e) The test criteria for acceptance or rejection of each lot shall be based on the test at heavy load only and shall be that designated for double specification limits and an acceptable quality level (AQL) that is not higher than 2.50 (normal inspection) as shown in table B-3, ANSI/ASQC Z1.9.

(f) The necessary calculations shall be made pursuant to Example B-3 of ANSI/ASQC Z1.9. The upper and lower specification limits, U and L, shall be 102% and 98%, respectively.

(g) A lot shall be rejected if the total estimated percent defective (p) exceeds the appropriate maximum allowable percent defective (M) as determined from table B-3 as specified in paragraph (e) of this subdivision.

(h) All meters in a rejected lot shall be tested within a maximum period of 48 months and shall be adjusted pursuant to the provisions of R 460.3607 or shall be replaced with meters that are in compliance with the requirements of R 460.3607.

(i) During each calendar year, new meter samples shall be drawn as specified in this subdivision from all meters in service, with the exception that lots that have been rejected shall be excluded from the sampling procedure until all meters included in the rejected lots have been tested.

(j) The utility may elect to adopt a mixed variables-attributes sampling plan as outlined in Section A9 of ANSI/ASQC Z1.9, in which case, a lot that is not in compliance with the acceptability criteria of the variables sampling plan shall be resampled the following year using an attributes sampling plan. If the acceptability criteria of the attributes sampling plan are met, the lot shall be considered acceptable and shall be returned to the variables sampling plan the following year. If the acceptability criteria of the attributes sampling plan are not met, then that lot shall be rejected and all meters in the lot shall be tested and adjusted or replaced within a maximum period of 36 months after the second rejection.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(k) The plan specified in paragraph (j) of this subdivision does not alter the rules under which customers may request special tests of meters.

(4) All single-phase meters that are not included in the provisions of subrule (2) of this rule, together with associated equipment, such as demand devices, control devices and instrument transformer-rated meters, shall be in compliance with all of the following requirements:

(a) Be checked for accuracy at unity power factor at the point where a meter is installed, at a central testing point, or in a mobile testing laboratory as follows:

(i) Within a period of from 12 months before, to 60 days after, a meter is placed in service, exceptions to this subrule (4)(a) of this rule are as provided for in R 460.3602 and for solid state meters.

(ii) Not later than 9 months after 144 months of service for a surge-resistant meter and not later than 9 months after 96 months of service for a non-surge-resistant meter.

(iii) When a meter is suspected of being inaccurate or damaged.

(iv) When the accuracy of a meter is questioned by a customer. (See R 460.3601.)

(v) Before use when a meter has been inactive for more than 1 year after having been in service.

(vi) When a meter is removed from service and has not been tested within a period equal to 1/2 of the normal test schedule.

(b) Be inspected for mechanical and electrical faults when the accuracy of the device is checked.

(c) Have the register and the internal connections checked before the meter is first placed in service and when the meter is repaired.

(d) Have the connections to the customer's circuits checked when the meter is tested on the premises or when removed for testing.

(e) Be checked for accuracy at 50% power factor when purchased and after rebuilding.

(f) A meter need not be tested or checked for any reason, except when a complaint is received, if the device was tested, checked and adjusted, if necessary, within the previous 12 months.

(5) All self-contained, 3-phase meters and associated equipment shall be in compliance with all of the following requirements:

(a) Be tested for accuracy at unity and 50% power factor as follows:

(i) Before being placed in service.

(ii) Not later than 9 6 months after 120 months of service.

(iii) When a meter is suspected of being inaccurate or damaged.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(iv) When the accuracy of a meter is questioned by a customer. (See R 460.3601.)

(v) When a meter is removed from service.

(b) Be inspected for mechanical and electrical faults when the accuracy is checked.

(c) Have the register and internal connections checked before the meter is first installed, when repaired and when the register is changed.

(d) Have the connections to the customer's circuits and multipliers checked when the equipment is tested for accuracy on the customer's premises.

(6) All transformer-rated, 3-phase meters and associated equipment shall be in compliance with all of the following requirements:

(a) Be checked for accuracy at unity and 50% power factor as follows:

(i) Before being placed in service.

(ii) On the customer's premises within 60 days after installation, unless the transformers are in compliance with the specifications outlined in the American National Standards Institute standard ANSI C-57.13, and unless the meter adjustment limits do not exceed plus or minus 1.5% at 50% power factor.

(iii) Not later than 9 months after 72 months of service.

(iv) When a meter is suspected of being inaccurate or damaged.

(v) When the accuracy is questioned by a customer. (See R 460.3601.)

(vi) When a meter is removed from service.

(b) Be inspected for mechanical and electrical faults when the accuracy is checked.

(c) Have the register and internal connections checked before the meter is first placed in service and when the meter is repaired.

(d) Have the connections to the customer's circuits and multipliers checked when the equipment is tested for accuracy on the premises or when removed for testing and when instrument transformers are changed.

(e) Be checked for accuracy at 50% power factor when purchased and after rebuilding.

(7) Instrument transformers shall be tested in all of the following situations:

(a) When first received, unless a transformer is accompanied by a certified test report by the manufacturer.

(b) When removed from service.

(c) Upon complaint.

(d) When there is evidence of damage.

(e) When an approved check, such as the variable burden method in the case of current transformers that is made when the meter is tested indicates that a quantitative test is required.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(8) Demand meters shall be in compliance with both of the following requirements:

(a) Be tested for accuracy in all of the following situations:

(i) Before a meter is placed in service.

(ii) When an associated meter is tested and the demand meter is a block interval nonrecording type or a thermal type.

(iii) After 2 years of service if the meter is of the recording type, but testing is not required if the meter is of the pulse-operated type and the demand reading is checked with the kilowatt-hour reading each billing cycle.

(iv) When a meter is suspected of being inaccurate or damaged.

(v) When the accuracy is questioned by a customer. (See R 460.3601.)

(vi) When a meter is removed from service.

(b) Be inspected for mechanical and electrical faults when a meter is tested in the field or in the meter shop.

R 460.3614 Standards check by the commission.

Rule 614. (1) Upon request of the commission, a utility shall submit 1 of its portable standard watthour meters and 1 portable indicating voltmeter, ammeter, and wattmeter to a commission-approved standards laboratory for checking of their accuracy.

(2) A utility shall normally check its own working portable standard watthour meters or instruments against primary or secondary standards and shall calibrate these working standards or instruments before they are submitted with a record of such calibration attached to each of the working standards or instruments.

R 460.3615 Metering equipment records.

Rule 615. (1) A complete record of the most recent test of all metering equipment shall be maintained. The record shall show all of the following information:

(a) Identification and location of unit.

(b) Equipment with which the device is associated.

(c) The date of test.

(d) Reason for the test.

(e) Readings before and after the test.

(f) A statement as to whether or not the meter creeps and, in case of creeping, the rate.

(g) A statement of meter accuracies before and after adjustment sufficiently complete to permit checking of the calculations employed.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(h) Indications showing that all required checks have been made.

(i) A statement of repairs made, if any.

(j) Identification of the testing standard and the person making the test.

(2) The utility shall also keep a record of each unit of metering equipment which shows all of the following information:

(a) When the unit was purchased.

(b) The unit's cost.

(c) The company's identification.

(d) Associated equipment.

(e) Essential nameplate date.

(f) The date of the last test. The record shall also show either the present service location with the date of installation or, if removed from service, the service location from which the unit was removed with the date or removal.

R 460.3616 Average meter error; determination.

Rule 616. If a metering installation is found upon any test to be in error by more than 2% at any test load, the average error shall be determined in 1 of the following ways:

(a) If the metering installation is used to measure a load which has practically constant characteristics, such as a streetlighting load, the meter shall be tested under similar conditions of load and the accuracy of the meter "as found" shall be considered as the average accuracy.

(b) If a single-phase metering installation is used on a varying load, the average error shall be the weighted algebraic average of the error at light load and the error at heavy load, the latter being given a weighting of 4 times the former.

(c) If a polyphase metering installation is used on a varying load, the average error shall be the weighted algebraic average of its error at light load given a weighting of 1, its error at heavy load and 100% power factor given a weighting of 4, and at heavy load and 50% lagging power factor given a weighting of 2.

(d) If a load, other than the light, heavy, and low power factor load specified for routine testing, is more representative of the customary use of the metering equipment, its error at that load shall also be determined. In this case, the average error shall be computed by giving the error at such load and power factor a weighting of 3 and each of the errors at the other loads (light, heavy, and 50% lagging power factor) a weighting of 1. Each error shall be assigned its proper sign.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

R 460.3617 Reports to be filed with the commission.

Rule 617. (1) A utility shall file, with the commission, within 30 days after the first day of January of each year, an officer-certified statement that the utility has complied with all of the requirements set forth in these rules relating to meter standardizing equipment.

(2) For all meters that are not included in the provisions of R 460.3613(2)(b), the utility shall file, with the commission, on or before the first day of April of each year, its annual tabulation of all of its prior-to-adjustment meter test results covering the 12-month period ending December 31. The utility shall summarize, by meter type, all individual meters and overall light and heavy load prior-to-adjustment test results at the power factors required by these rules. The summary shall be divided into heavy load 100% power factor, light load 100% power factor, and heavy load 50% power factor test results and shall also be divided according to the length of meter test period and types of single-phase and polyphase meters. The summary shall show the number of meters or overall tests found within each of the following accuracy classifications:

(a) No recording.
(b) Creeping.
(c) Equal to or less than 94.0%.
(d) 94.1 to 96.0%.
(e) 96.1 to 97.0%.
(f) 97.1 to 98.0%.
(g) 98.1 to 99.0%.
(h) 99.1 to 100.0%.
(i) 100.1 to 101.0%.
(j) 101.1 to 102.0%.
(k) 102.1 to 103.0%.
(l) 103.1 to 104.0%.
(m) 104.1 to 106.0%.
(n) Over 106.0%.

When a utility is subject to multiple state jurisdiction, these accuracy classifications may be modified with the approval of the commission.

(3) For all meters that are included in the provisions of R 460.3613(2)(b), the utility shall file, with the commission, on or before the first day of April, all of the following information:

(a) A summary of all samples of meter lots that pass the acceptability criteria as set forth in ANSI/ASQC Z1.9-1980, including complete data on all of the following:

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests
(continued)

(i) The type of meter.
(ii) The number of meters in a lot.
(iii) The size of the sample.
(iv) The average months in service since the last test.
(v) The computed p (total estimated percent defective in lot).
(vi) The corresponding M (maximum allowable percent defective) as determined from table B-3 in ANSI/ASQC Z1.9-1980.

(b) The necessary calculations made pursuant to Example B-3 of ANSI/ASQC Z1.9-1980 shall be retained for each sample or resample drawn. In addition to the actual computation, the data shall include all of the following:
(i) The type of meter.
(ii) The number of meters in the lot.
(iii)The meter numbers of sample meters.
(iv) The actual prior-to-adjustment test data of each meter tested.
(v) The number of months since the last test for each meter in the sample. A sample of the calculations and data for a lot that passes the acceptability criteria shall be included in the report to the commission.

(c) A copy of the complete data, as outlined in this subrule, shall be included for each meter lot that is not in compliance with the acceptability criteria of the sampling plan employed as set forth in ANSI/ASQC Z1.9-1980.

(d) A report summarizing the testing of all meters in rejected lots that are to be returned to service. The heavy load preadjustment tests only shall be recorded, and the accuracy classifications as established in subrule (2) of this rule shall be used. Each rejected lot shall be reported separately and shall be separated into groups by the number of months since the last test as follows:
(i) 0 to 48 months.
(ii) 49 to 72 months.
(iii) 73 to 96 months.
(iv) More than 96 months.

R 460.3618 Generating and interchange station meter tests; schedule; accuracy limits.

Rule 618. (1) Generating and interchange station and watthour meters shall be tested in conjunction with their associated equipment as follows:

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 6. Metering Equipment Inspections and Tests (continued)

(a) At least once every 24 months for generating station meters.

(b) At least once every 12 months for interchange meters.

(2) The accuracy limits for any particular device shall not be greater than the accuracy limits required elsewhere in these rules.

PART 7. STANDARDS OF QUALITY OF SERVICES

R 460.3701 Alternating current systems; standard frequency.

Rule 701. The standard frequency for alternating current systems shall be 60 hertz. The frequency shall be maintained within limits that will permit the satisfactory operation of customers' clocks which are connected to the system.

R 460.3702 Standard nominal service voltage; limits; exceptions.

Rule 702. (1) Each utility shall adopt and submit standard nominal service voltages.

(2) With respect to secondary voltages, the following provisions shall apply:

(a) For all retail service, the variations of voltage shall be not more than 5% above or below the standard nominal voltage as submitted pursuant to subrule (1) of this rule, except as noted in subrule (4) of this rule.

(b) Where 3-phase service is provided, the utility shall exercise reasonable care to ensure that the phase voltages are balanced within practical tolerances.

(3) With respect to primary voltages, the following provisions shall apply:

(a) For service rendered principally for industrial or power purposes, the voltage variation shall not be more than 5% above or below the standard nominal voltages as submitted pursuant to subrule (1) of this rule, except as noted in subrule (4) of this rule.

(b) The limitations in subdivision (a) of this subrule do not apply to special contracts in which the customer specifically agrees to accept service with unregulated voltage.

(4) Voltages outside the limits specified in this rule shall not be considered a violation if the variations are infrequent fluctuations or occur from adverse weather conditions, service interruptions, causes beyond the control of the utility, or voltage reductions that are required to reduce system load at times of supply deficiency or loss of supply.

R 460.3703 Voltage measurements and records.

Rule 703. (1) Voltage measurements shall be made at the utility's service terminals.

(2) Each utility shall make a sufficient number of voltage measurements, using recording voltmeters, to determine if voltages are in compliance with the requirements stated in R 460.3702.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 7. Standards Of Quality Of Services
(continued)

(3) All records obtained under subrule (2) of this rule shall be retained by the utility for not less than 2 years and shall be available for inspection by the commission's representatives. The records shall indicate all of the following information:

(a) The location where the voltage was measured.

(b) The time and date of the measurement.

(c) The results of the comparison with an indicating voltmeter at the time a recording meter is set.

R 460.3704 Voltage measurements; required equipment; periodic checks; certificate or calibration card for standards.

Rule 704. (1) Each utility shall have access to at least 1 indicating voltmeter that has a stated accuracy within 0.25% of full scale. The instrument shall be maintained within its stated accuracy.

(2) Each utility shall have not less than 2 indicating voltmeters that have a stated accuracy within 1.0% of full scale.

(3) Each utility shall have not less than 2 portable recording voltmeters, or their electronic equivalent, with a stated accuracy within 1.5% of full scale.

(4) Standards shall be checked in accordance with R 460.3612.

(5) Working instruments shall be checked in accordance with R 460.3610.

(6) Each standard shall be accompanied at all times by a certificate or calibration card, duly signed and dated, on which the corrections required to compensate for errors found at the customary test points at the time of the last test are recorded.

R 460.3705 Interruptions of service; records; planned interruption; notice to commission.

Rule 705. (1) Each utility shall make a reasonable effort to avoid interruptions of service. When interruptions occur, service shall be restored within the shortest time practical, consistent with safety.

(2) Each utility shall keep records of sustained interruptions of service to its customers and shall make an analysis of the records for the purpose of determining steps to be taken to prevent recurrence of the interruptions. The records shall include the following information concerning the interruptions:

(a) Cause.

(b) Date and time.

(c) Duration.

TECHNICAL STANDARDS FOR ELECTRIC SERVICE
Part 7. Standards Of Quality Of Services
(continued)

(3) Planned interruptions shall be made at a time that will not cause unreasonable inconvenience to customers and shall be preceded, if feasible, by adequate notice to persons who will be affected.

(4) Each utility shall promptly notify the commission of any major interruption of service to its customers.

PART 8. SAFETY

R 460.3801 Protective measures.

Rule 801. Each utility shall exercise reasonable care to reduce the hazards to which its employees, its customers, and the general public may be subjected.

R 460.3802 Safety program.

Rule 802. Each utility shall comply with the provisions of the occupational safety and health act, 29 U.S.C. S651 et seq., and Act No.154 of the Public Acts of 1974, as amended, being S408.1001 et seq. of the Michigan Compiled Laws, and known as the Michigan occupational safety and health act, and shall operate under applicable federal and state health and safety laws and regulations.

R 460.3803 Energizing services.

Rule 803. When energizing services, each utility shall comply with the provisions of all applicable codes and statutory requirements, unless otherwise specified by the commission. The utility may refuse to energize a service if an unsafe condition is observed.

R 460.3804 Accidents; notice to commission.

Rule 804. Each utility shall promptly notify the commission of fatalities and serious injuries that are substantially related to the facilities or operations of the facilities.

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

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, as filed with the Board of Directors, are open to public inspection at the Cooperative's office and are available upon request.

TERMS AND CONDITIONS OF SERVICE

A. Membership and Electric Service

Each Applicant for electric service may be required to sign the Cooperative's "Application for Membership and for Electric Service." Acceptance of service, with or without a signed application, shall be subject to compliance with the terms of the Standard Rules and Regulations and Rate Schedules as filed with the Commission.

B. Ownership and Responsibility

1. Cooperative Owned Facilities - The Cooperative will normally install, own, operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Cooperative's Standard Drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Cooperative's service line at

(Continued on Sheet No. C-2.00)

(Continued from Sheet No. C-1.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

a location satisfactory to the Cooperative shall be the responsibility of the Member-Consumer. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the Member-Consumer will be responsible for all costs incurred by the Cooperative to correct these conditions.

a. Access to Premises - The Member-Consumer shall provide at no expense to the Cooperative suitable space with provisions for installation and maintenance of the Cooperative's facilities on the Member-Consumer's premises. Authorized agents of the Cooperative shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the Cooperative's facilities, or to inspect the Member-Consumer's facilities or measure the Member-Consumer's load. Authorized employees and agents shall carry identification furnished by the Cooperative and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.

b. Use of Facilities - The Cooperative will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the Cooperative. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The Cooperative assumes no liability for property owned by others attached to its facilities. Unauthorized attachments to Cooperative facilities may be removed by the Cooperative.

c. Protection - The Member-Consumer shall use reasonable diligence to protect the Cooperative's facilities located on the Member-Consumer's premises, and to prevent tampering or interference with such facilities. The Cooperative may discontinue service in accordance with any applicable rules of the 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 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 metered energy used, pay all costs of discovery and investigation including rewards for discovery and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the

(Continued on Sheet No. C-3.00)

(Continued from Sheet No. C-2.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

Cooperative. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the Cooperative or Board of Directors. 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 the Member-Consumer's equipment against service interruptions and other disturbances on the Cooperative's system, as well as the necessary devices to protect the Cooperative's facilities against overload caused by the Member-Consumer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Cooperative.

(Continued on Sheet No. C-4.00)

(Continued from Sheet No. C-3.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

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 premises, 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.

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 the Member-Consumer's occupancy.

b. Termination - Any Member-Consumer desiring termination of service shall so notify the Cooperative a minimum of five 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-Consumers 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.

(Continued on Sheet No. C-5.00)

(Continued from Sheet No. C-4.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

3. Nonstandard Service

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

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

The Cooperative reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to Member-Consumers whose establishments are remote from the Cooperative's existing suitable facilities, or whose service requirements exceeds the capabilities of the Cooperative's 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-6.00)

(Continued from Sheet No. C-5.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

6. Point of Attachment

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

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

A service connection will not be made unless the Member-Consumer has installed the Member-Consumer's 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 location.

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

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

(Continued on Sheet No. C-7.00)

(Continued from Sheet No. C-6.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

7. Service to House Trailers, Vans, and 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 Section III, when the Member-Consumer owns the premises and has installed an approved septic tank and well for the Member-Consumer's own use. If the above conditions are not met, such installations and service facilities shall be considered to be Temporary Service as applicable under Section III, C, 2.

D. Nature and Quality of Service

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

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

The Member-Consumer shall be responsible for giving immediate notice to the Cooperative of interruptions or variations in electric service so that appropriate corrective action can be taken.

The Cooperative reserves the right to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and State or National emergencies and shall be under no liability with respect to any such interruption, curtailment or suspension.

E. Metering and Metering Equipment

The Member-Consumer shall provide, free of expense to the Cooperative and close to the point of service entrance, a space suitable to the Cooperative for the installation of the necessary metering equipment. The Member-Consumer shall permit only authorized agents of the Cooperative or

(Continued on Sheet No. C-8.00)

(Continued from Sheet No. C-7.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

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 independent agents meeting the requirements of both the Cooperative and the Board of Directors. 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 the request of the Member-Consumer, with payment of a meter test charge 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% or less than 98% of that of the test equipment, the charge will be refunded and a billing adjustment made pursuant to applicable rules and regulations of the Board of Directors. If the 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 change in a Member-Consumer's living or working patterns or in the number and kind of appliances or equipment in use on the Member-Consumer's premises), the Cooperative may waive the meter test charge or it may install a second meter, at no charge to the Member- Consumer, to provide check readings.

    c. Failure to Register - When a meter has stopped, or has failed to register all of the energy used, the Cooperative will make a charge to the Member-Consumer for the energy estimated to have been used.

(Continued on Sheet No. C-9.00)

(Continued from Sheet No. C-8.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

2. Location of Meters - Meters for all single family residential service will be installed outdoors. Meters for other services may be installed outdoors if they are located so they are protected from traffic and are readily accessible for reading and testing. Meters which must be protected from inclement weather while being serviced or tested shall be located indoors or in a suitable housing where such work can be performed.

   Meters located indoors shall be as near as possible to the service entrance, in a clean, dry place, reasonably secure from injury, not subject to vibration, and readily accessible for reading and testing.

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

   An authorized representative of the Cooperative will determine the acceptability of the meter location in all cases.

F. Special Charges

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

Charges for any Special Services made at Member-Consumer's Request:	
During Regular Working Hours	**$80**
Outside Regular Working Hours	**$115**
Meter Reading Charge	**$35**
Meter Test Charge	**$90**
Reconnect Charge:	
Disconnected at meter :	
During Regular Working Hours	**$65**
Outside Regular Working Hours	**$100**

(Continued on Sheet No. C-10.00)

(Continued from Sheet No. C-9.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

Disconnected at pole :	
During Regular Working Hours	**$90**
Outside Regular Working Hours	**$115**
Disconnected via Remote:	
During Regular Working Hours	**$10**
Outside Regular Working Hours	**$15**
Collection Charge when Non-payment Disconnect Order is written	**$35**
Bad Check Handling Charge	**$25**
New connections made at Member-Consumer's request:	
During Regular Working Hours	$50
Outside Regular Working Hours	$100

Regular Working Hours are defined as: 7:30 a.m. to 4:00 p.m. Monday thru Friday, except for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day.

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 month period immediately following disconnect.

      (2) For Repairs - The Cooperative will temporarily disconnect service to facilitate repairs or other work on the Member-Consumer's equipment or premises. Special service charges as set forth in Section II, F, will be applicable.

(Continued on Sheet No. C-11.00)

(Continued from Sheet No. C-10.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

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

(1) With Due Notice - The Cooperative may disconnect service upon due notice for any of the following reasons.

(a) For violation of these rules and regulations.

(b) For failure to fulfill contractual obligations.

(c)1 For failure to provide reasonable access to the Member-Consumer's premises.

(d) For failure to pay any bill within the established collection period.

(e) For failure to provide deposits as provided elsewhere in these rules.

(f) Upon written notice from governmental inspection authorities of condemnation of the Member-Consumer's facilities or premises.

(g) For fraudulent representation as to the use of service.

(2) Without Notice - The Cooperative reserves the right to disconnect service without notice for any of the following reasons:

(a) Where hazardous conditions exist in the Member-Consumer's facilities.

(b) Where the Member-Consumer's use of service adversely affects the Cooperative's facilities or service to other Member-Consumers.

(Continued on Sheet No. C-12.00)

(Continued from Sheet No. C-11.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

(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 of two or more rates. Upon request, the Cooperative will advise the Member-Consumer in the selection of the rate which will give him the lowest cost of service, based on the information provided to the Cooperative, but the responsibility for the selection of the rate lies with the Member-Consumer.

After the Member-Consumer has selected the rate under which the Member-Consumer elects to take service, the Member-Consumer will not be permitted to change from that rate to another rate until at least twelve 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 provision of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.

No refund will be made of the difference in charges under different rates applicable to the same class of service.

(Continued on Sheet No. C-13.00)

(Continued from Sheet No. C-12.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

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.

c. Homes or Dormitories for Groups Other Than Private Family Units - Service supplied through a single meter to rooming houses, dormitories, nursing 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.

(Continued on Sheet No. C-14.00)

(Continued from Sheet No. C-13.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

(d) Farm Service - Service shall be available to farms for residential use under the Farm and Home Service Rate and the appropriate electric heating rate. 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.

3. Deposits - Commercial and Industrial

a. Amount of the deposit will be limited to not more than two times the Member-Consumer's estimated maximum bill.

b. The Cooperative may require a deposit from a new Member-Customer at the discretion of the Cooperative or a new or increased deposit from an existing Member-Consumer when it determines that the Member-Consumer's payment record with the Cooperative has become unsatisfactory. An unsatisfactory payment is one consisting of two or more late payments in any twelve month period or one necessitating the discontinuation of energy service.

c. Failure to make the required deposit as a condition to receiving service shall constitute grounds for discontinuance of service.

d. Deposits shall be refunded or credited to the final bill after discontinuance of service.

4. Inspections – Residential, Commercial, Industrial & Agricultural

A. Inspections shall be required based on the following:

1. New service needing to be energized.
2. Upgrading the size of service.
3. Reconnection after fire or flood.
4. Reconnection after repairs. *
5. Any changes to the wire below the meter base.
6. Water inside the breaker or fuse box.
7. Any time the service has been off for 6 consecutive months or longer.
*** The inspection requirement does not apply in all circumstances. Please contact your inspector, certified electrician or the cooperative to confirm.**

B. Michigan and Indian customers should contact their township or state inspector.

C. Ohio customers must provide a letter from a certified electrician indicating the wiring is installed in accordance with the requirements of the National Electrical Code.

D. We will not energize or re-energize any service until the inspection documents are received.

SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

C14 MEMBER-CUSTOMER DATA PRIVACY

C14.1 DATA PRIVACY

DEFINITIONS

A. "Aggregate Data" means any Member-Customer Account Information from which all identifying information has been removed so that the individual data or information cannot be associated with that Member-Customer without extraordinary effort.

B. "Anonymized Data" means any Member-Customer data from which all identifying information has been removed so that the individual data or information cannot be associated with that Member-Customer without extraordinary effort.

C. "Contractor" or "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-Customer service, demand response, energy management, energy efficiency programs, payment assistance, payroll services, tree clearing, line construction, bill collection, or other functions related to providing electric or telecommunications service.

D. "Member-Customer" means a purchaser of electric or internet/telecommunications service that is supplied or distributed by the cooperative for residential or nonresidential purposes.

E. "Member-Customer Account Information" means personally-identifiable information including personal data and Member-Customer Usage Data. Member-Customer Account Information also includes information received by the Cooperative from the Member-Customer 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 efficiency.

F. "Member-Customer Usage Data" [or "Consumption Data"] means specific telecommunications and electric usage data including but not limited to kW, kWh, voltage, var, power factor, data usage, browsing history and other information that is recorded by the Cooperative and stored in its systems.

G. "Informed Member-Customer Consent" means, when consent is required, the Member-Customer 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 (3) the process by which the Member-Customer may revoke consent. In no case shall silence by the Member-Customer be construed as Informed Member-Customer Consent. Member-Customer consent must be documented either in writing, electronically, or through recording of an oral communication.

H. "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 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, and Internet protocol address.

(Continued on Sheet No C-14.02)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

C14 MEMBER-CUSTOMER DATA PRIVACY (Contd.)

I. "Primary Purpose" means the collection, use, or disclosure of information collected by the Cooperative or supplied by the Member-Customer where there is an authorized business need or emergency response in order to (1) provide, bill, or collect for electric or telecommunications 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 (4) plan, facilitate and implement Member-Customer satisfaction initiatives, energy use or energy efficiency programs and services (5) provide for any other legally allowable service or action which is consistent with the terms and conditions of this Member-Customer Data Privacy Tariff and is undertaken by the Cooperative to enhance the Member-Customer experience or improve electric service.

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

K. "Standard Usage Information" means the usage data that is made available by the electric or telecommunications utility to all similarly situated Member-Customers on a regular basis, delivered by the electric or telecommunications utility in a standard format.

L. "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.

M. "Weather Adjusted Data" means electric consumption data for a given period that has been normalized using stated period's heating or cooling degree days.

N. "Written consent" means a signed form with the Member-Customer's signature received by the Cooperative through mail, facsimile or email. A Member-Customer may also digitally sign the form that is transmitted to the Cooperative.

COLLECTION AND USE OF DATA AND INFORMATION

A. The Cooperative, its Contractors or Agents, collects Member-Customer Account Information as necessary to accomplish Primary Purposes only. Informed Member-Customer Consent is NOT necessary for Primary Purposes.

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

C. The Cooperative will not sell Member-Customer Account Information, except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts, unless it receives Informed Member-Customer Consent.

DISCLOSURE WITHOUT MEMBER-CUSTOMER CONSENT

A. The Cooperative shall disclose Member-Customer Account Information when required by law. This includes law enforcement requests supported by warrants or court orders specifically naming the Member-Customers 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.

B. Informed Member-Customer Consent is not required for the disclosure of Member-Customer name and address to a provider of appliance repair services in compliance with MCL 460.10a(9)(a).

C. Informed Member-Customer Consent is not required for the disclosure of Aggregated Data.

(Continued on Sheet No. C-14.03)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

C14 MEMBER-CUSTOMER DATA PRIVACY (Contd.)

DISCLOSURE TO COOPERATIVE AGENTS AND CONTRACTORS

A. The Cooperative shall disclose only the necessary Member-Customer Account Information to its Agents and Contractors for Primary Purposes and any other function relating to providing electric or telecommunications services without obtaining Informed Member-Customer Consent.

B. Contracts between the Cooperative and its Agents or Contractors specify that all 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.

C. The Cooperative requires its Agents and Contractors who maintain Member-Customer 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-Customer Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by Cooperative Agents or Contactors shall meet or exceed the data privacy and security policies and procedures used by the Cooperative to protect Member-Customer Account Information.

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

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

MEMBER-CUSTOMER ACCESS TO DATA

A. The Member-Customer has a right to know what Usage Data the Cooperative maintains about the Member-Customer. The Cooperative shall not provide data to a Member-Customer which the Cooperative considers proprietary or used for internal Cooperative business. Consistent with R 460.153 (1) a Member-Customer may request usage data by calling the Cooperative at (800) 492-5989, writing the Cooperative, or by completing an electronic form on the Cooperative website. A Member-Customer calling with the request must be listed on the account and be able to authenticate their identity. The signature on a written request must be in the name of the Member-Customer listed on the account. The Cooperative's website will allow for submission of electronic and digitally signed requests as Cooperative resources and technology are improved. Instructions for requesting usage data will be published on the Cooperative website and in annual notices of privacy policies. The Cooperative will annually notify Member-Customers that they may request energy usage. The Cooperative will make a reasonable effort to respond to requests for this information as soon as practicable but no later than 14 calendar days after being requested by the Member-Customer or a third party authorized by the Member-Customer. The Cooperative will provide Customer Usage Data in a readily-accessible format which will be either comma-separate value (CS) format or Binary Interchange File Format (BIFF). The Consumption Data may be delivered through email or by US Mail. Once the Cooperative receives Informed Consent, it is not responsible for loss, theft, alteration, or misuse of the data after the information has been transferred to the Member-Customer or the designated third party.

(Continued on Sheet No.C-14.04)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

B. Member-Customers have the right to share their own Member-Customer 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, and demand response programs.

C. Member-Customers have the opportunity to request corrections or amendments to Member-Customer Account Information that the Cooperative maintains.

D. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to Member-Customers. When the data requested is standard Usage Data, the request will be fulfilled without charge. Some requests for information extend beyond standard Usage Data. 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-Customer Data Privacy tariff. The costs of fulfilling any special requests shall be borne solely by the Member-Customer, 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.

E. A Member-Customer may request release of their Account Information to a third party of their choice by completing a written Informed Member-Customer Consent, which may be obtained at the Cooperative's website. The Cooperative's website will allow for submission of electronic and digitally-signed requests as Cooperative resources and technology are improved. Once there has been positive verification or the Cooperative receives the written and signed Informed Member-Customer Consent, the Cooperative will make a reasonable effort to respond to requests for this information as soon as practicable, but no later than 14 calendar days after being requested. The Cooperative is not responsible for loss, theft, alteration, or misuse of the data by third parties or Member-Customers after the information has been transferred to the Member-Customer or the Member-Customer's designated third party.

MEMBER-CUSTOMER NOTICE OF PRIVACY POLICIES

A. New Member-Customers receive a copy of this data privacy tariff upon the initiation of utility service from the Cooperative. Existing Member-Customers receive notification of availability of the data privacy tariff once per year, and whenever it is amended, by whatever method is used to transmit the bill or by publication in a periodical issued by an association of the Cooperative. The notification includes a Member-Customer service phone number and Internet address where Member-Customers can direct additional questions or obtain additional information.

B. The Cooperative's Member-Customer Data Privacy Tariff will be posted on the Cooperative's website.

LIMITATION OF LIABILITY

The Cooperative and each of its directors, officers, affiliates, and employees that disclose Member-Customer Information, Member-Customer Usage Data, Personal Data or Aggregated Data to Member-Customers, 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 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 will have no effect upon the agreements under which such extension is constructed.

A. Extension Policy

1. Residential 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.

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(Continued on Sheet No. C-16.00)

(Continued from Sheet No. C-15.00)

SECTION III - CONSTRUCTION POLICY (Contd)

b. Refunds - During the five year period immediately following the date of payment, the Cooperative will make refunds of the charges paid for a financed extension under provisions of Paragraph a above. The amount of any such refund shall be $500.00 for each permanent electric service subsequently connected directly to the facilities financed by the member-consumer. Directly connected member-consumers are those which do not require the construction of more than 300 feet of lateral primary distribution line. 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 provisions 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 Section 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 three times the annual revenue anticipated to be collected from member-consumers initially served by the extension. Loads of questionable permanence may be charged for the entire construction costs.

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.

(Continued on Sheet No. C-17.00)

(Continued from Sheet No. C-16.00)

SECTION III - CONSTRUCTION POLICY (Contd)

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

(1) Original Member-Consumer

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

(2) Refunds for additional new member-consumers directly connected to the financed extensions during the refund period will be governed by Section III, A, 1, c.

(Continued on Sheet No. C-18.00)

(Continued from Sheet No. C-17.00)

SECTION III - CONSTRUCTION POLICY (Condt)

B. Underground Service Policy

1. General

This portion of the rules provides for the extension and/or replacement of underground electric distribution facilities. The general policy of the Cooperative is that real estate developers, property owners or other applicants for underground service shall make a contribution in aid of construction to the Cooperative in an amount equal to the estimated difference in cost between underground and equivalent overhead facilities.

Methods for determining this cost differential for specific classifications of service are provided herein. In cases where the nature of service or the construction conditions are such that these provisions are not applicable, the general policy stated above shall apply.

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

The developer or 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 inches of final grade before the underground distribution facilities are installed.

The developer or owner requesting underground construction must make a nonrefundable contribution to the Cooperative for primary switching cabinets. When a switching cabinet is required exclusively for one member-consumer, that member-consumer will contribute the actual installed cost of the switching cabinet. When more than one member-consumer is served from the switching cabinet, each member-consumer's contribution will be the prorated total installed cost of the switching cabinet based on the number of positions required for each member-consumer.

(Continued on Sheet No. C-19.00)

(Continued from Sheet No. C-18.00)

SECTION III - CONSTRUCTION POLICY (Contd

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.

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.

(Continued on Sheet No. C-20.00)

(Continued from Sheet No. C-19.00)

SECTION III - CONSTRUCTION POLICY (Contd

For the 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.

Where sewer and/or water lines will parallel Cooperative cables, taps must be extended into each lot for a distance of four 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.

(1) Charges - Prior to commencement of construction, the owner or developer shall deposit with the Cooperative an amount equal to $150 per lot.

(2) Service Laterals - The Cooperative will install, own, operate and maintain an underground service lateral from termination of its facilities to a metering point on each new residence in the subdivision.

(a) Contribution - For a standard installation the applicant shall make a nonrefundable contribution in aid of construction in the amount of $5.00 per trench foot.

(Continued on Sheet No. C-21.00)

(Continued from Sheet No. C-20.00)

SECTION III - CONSTRUCTION POLICY (Contd)

(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 applicants 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.

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 judgment, 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

(Continued on Sheet No. C-22.00)

(Continued from Sheet No. C-21.00)

SECTION III - CONSTRUCTION POLICY (Contd)

(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) requests relocation of facilities which are endangered by change in grade, the total cost of relocation or rearrangement of the facilities shall be borne by the requesting party(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.

(a) Contribution - For standard installation of distribution facilities, the applicant(s) shall make a nonrefundable contribution in aid of construction in the amount set forth A.(2).

(Continued on Sheet No. C-23.00)

(Continued from Sheet No. C-22.00)

SECTION III - CONSTRUCTION POLICY (Contd)

b. Industrial Service - Distribution facilities in the vicinity of new industrial loads and built solely to serve such loads will be placed underground at the option of the applicant. This includes service to all buildings used primarily for the assembly, processing or manufacturing of goods.

Contribution - The applicants shall make a contribution according to the provisions above for commercial service.

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

b. Contribution - Prior to commencement of construction, the applicant shall make a contribution in aid of construction as required by the underground extension 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.

(Continued on Sheet No. C-24.00)

(Continued from Sheet No. C-23.00)

SECTION III - CONSTRUCTION POLICY (Contd)

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.

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.

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.

(Continued on Sheet No. C-25.00)

(Continued from Sheet No. C-24.00)

SECTION III - CONSTRUCTION POLICY (Contd)

b. Other Easements and Permits - Where suitable easements do not exist, the Cooperative will provide the necessary easement forms, and solicit their execution. The applicant(s), as a condition of service, will be ultimately responsible for obtaining all easements and permits as required by the Cooperative, for construction, operation, maintenance and protection of the facilities to be constructed. Where 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. Moving of Buildings or Equipment

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

a. Within regular working hours:

(1) Average individual wage rate applicable to employee(s) involved.

(2) Actual material used.

(3) Appropriate overhead charges.

b. Outside regular working hours:

(1) Overtime wage rate applicable to employee(s) involved.

(2) Actual materials used.

(3) Appropriate overhead charges.

(Continued on Sheet No. C-26.00)

(Continued from Sheet No. C-25.00)

SECTION III - CONSTRUCTION POLICY (Contd)

c. The minimum billing for moving assistance shall not be less than $100.00.

3. Relocation of Facilities

a. The Cooperative will cooperate with political subdivisions in the construction, improvement or rehabilitation of public streets and highways. It is expected that the Cooperative will receive reasonable notice so that any required relocation work can be properly scheduled.

b. If the Cooperative's poles, anchors or other appurtenances are located within the confines of the public right-of-way, the Cooperative will make the necessary relocation at its own expense with exceptions:

(1) The facilities were originally installed within the confines of the public right-of-way at the request of the political entity.

(2) Existing facilities being within the confines of a new public right-of-way obtained after the construction of the Cooperative's facilities.

(3) The facilities provide public services such as lighting, traffic signals, etc.

c. If the Cooperative's poles, anchors or other appurtenances are located on private property, the political subdivision must agree in advance to reimburse the Cooperative for any expenses involved in relocating its facilities.

d. When the Cooperative is requested to relocate its facilities for reasons other than road improvements, any expense involved will be paid for by the firm, person, or persons requesting the relocation, unless one or more of the following conditions are met:

(1) The relocation is made for the convenience of the Cooperative.

(2) The relocation is associated with other regularly scheduled conversion or construction work at the same location and can be done at the same time.

e. Before actual relocation work is performed under Paragraph 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.

(Continued on Sheet No. C-27.00)

(Continued from Sheet No. C-26.00)

SECTION III - CONSTRUCTION POLICY (Contd)

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.

4. Construction Schedules

Scheduling of construction shall be done an 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, in the case of mobile homes, meeting the Cooperative's requirements for permanency.

5. 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.

6. Billing

For member-consumer(s) who fail to take service two 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 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).

(Continued on Sheet No. C-28.00)

SECTION D
RATE SCHEDULES

Power Supply Cost Recovery Clause

This clause permits the monthly adjustment of rates for power supply to allow recovery of the booked costs of purchased power incurred under reasonable and prudent policies and practices.

For purposes of this clause, the following definitions apply:

"Power supply cost recovery factor" means that element of the rates to be charged for electric service to reflect power supply costs incurred and made pursuant to a power supply cost recovery clause incorporated in the rates or rate schedule.

"Power supply cost recovery plan" means a filing made annually describing the expected sources of electric power supply and changes over a future 12-month period specified by the Board of Directors and requesting for each of those 12 months a specified power supply cost recovery factor.

"Power supply costs" means those elements of the costs of purchased power as determined by the Board of Directors to be included in the calculation of the power supply cost recovery factor.

The Power Supply Cost Recovery factor shall, in accordance with the hearing procedures adopted by the Board of Directors, consist of 0.0107 mills per kilowatt- hour for each full .01 mills per kWh of power supply costs, less the allowance for cost of power supply included in base rates, rounded to the nearest .01 mills per kilowatthour. The power supply cost recovery factor to be applied to Midwest Energy Cooperative, "Cooperative," retail Member-Consumers' monthly kilowatt-hour usage represents the power supply costs as established by Board of Directors Order pursuant to a power supply and cost review hearing conducted by the Board of Directors. The power supply and cost review will be conducted not less than once a year for the purpose of evaluating the power supply cost recovery plan filed by Cooperative and to authorize appropriate power supply cost recovery factors.

Not more than 45 days following the last day of each billing month in which a power supply recovery factor has been applied to Member-Consumers' bills, Cooperative shall file with the Board of Directors a detailed statement for that month of the revenues recorded pursuant to the power supply cost recovery factor and the allowance for cost of power included in the base rates established in the latest Board of Directors order for Cooperative and the cost of power supply.

(Continued on Sheet No. D-1.01)

Power Supply Cost Recovery Clause
(Continued from Sheet No. D-1.00)

Not less than once a year and not later than 4 months after the end of the 12-month period covered by Cooperative's most recently authorized power supply cost recovery plan, a power supply cost reconciliation proceeding will be conducted to reconcile the revenues recorded pursuant to the power supply cost recovery factor and the allowance for cost of power included in the base rates as established by the Board of Directors under Cooperative's most recent power supply cost recovery plan, among other things. Cooperative shall be required to refund to Member-Consumers, or to credit to Member-Consumers' bills any net amount determined to have been recovered which is in excess of the amounts actually expensed by Cooperative for power supply. Cooperative shall recover from Member-Consumers any net amount by which the amount determined to have been recovered over the period covered was less than the amount determined to have been actually expensed by Cooperative for power supply.

The allowance for cost of power supply included in base rates is **$0.078500** per kWh.

The following power supply cost recovery factors table is applicable for the **respective** time periods shown.

Year	Billing Month	Maximum Authorized PSCR Factor (per kWh)	Actual Factor Billed (per kWh)
2025	January	$0.10000	$0.00400
2025	February	$0.10000	$0.00400
2025	March	$0.10000	$0.00400
2025	April	$0.10000	$0.00400
2025	May	$0.10000	$0.00400
2025	June	$0.10000	$0.00400
2025	July	$0.10000	$0.00400
2025	August	$0.10000	$0.00400
2025	September	$0.10000	$0.00400
2024	October	$0.10000	$0.00400
2024	November	$0.10000	$0.00400
2024	December	$0.10000	$0.00400

Power Supply Cost Recovery Clause
(Continued from Sheet No. D-1.00)

Canceled as of December 12, 2016

ENERGY WASTE REDUCTION (EWR) 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.

The approved Energy Waste Reduction Surcharges are shown below.

ENERGY WASTE REDUCTION SURCHARGES

Sheet No.	Rate Schedule	Maximum Authorized $/kWh	Customer Surcharge **2026** $/kWh
D-5.00	Schedule RES-M - Residential	$0.005	**$0.00204**
D-6.00	Schedule TOU – Residential Time-of-Use Service	$0.005	**$0.00204**
D-8.00	Schedule COMFT – Comfort Service	$0.005	**$0.00204**
D-20.00	Schedule WHOLE – Interruptible Whole House Control Service	$0.005	**$0.00204**

Sheet No.	Rate Schedule	Maximum Authorized $/meter/month	**2026** $/meter/month
D-9.00	Schedule GEN-M – General Service	$3.00	**$1.08**
D-10.00	Schedule GTOU – General Time-of-Use Service	$3.00	**$1.08**
D-11.00	Schedule IR – Irrigation Service	$6.00	**$1.08**
D-12.00	Schedule LGPOW –Large Power	$100.00	**$74.53**
D-13.00	Schedule LP200 – Large Power (Over 200 kW)	$1,000.00	**$74.53**
D-14.00	Schedule LTOU – Large Power Time-of-Use Service	$1,000.00	**$74.53**
D-15.00	Schedule LPPS – Large Power Primary Service	$5,000.00	**$74.53**
D-21.00	Schedule IND – Industrial Service	$5,000.00	**$74.53**

RATE REALIGNMENT SURCHARGE/CREDIT

Cancelled as of November 11, 2016

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. Effective April 1, 1997, the pole attachment rate shall be $3.74 per pole per year.

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.

PARALLEL GENERATION FACILITIES
(COGENERATORS AND SMALL POWER PRODUCERS)

In order to provide for the safety of Member-Consumers, Cooperative personnel, and others, and to assure reliable electric service consistent with the requirements of the Public Utility Regulatory Policies Act of 1978, the following requirements are established for connection and/or operation of generation facilities in parallel with the Cooperative's distribution system:

Availability

These requirements include all generation facilities that qualify under Section 210 of the Public Utility Regulatory Policy Act of 1978, and which have a total design capacity of 100 kW or less ("Generator"). Generation facilities over 100 kW will be handled on an individual basis.

If the Generator does not meet all of the requirements listed below, the Cooperative may require termination of parallel operation and the Generator shall be liable for any damages or injury resulting from unauthorized or improper connection and/or operation of the 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 Generator shall submit for the Cooperative's review detailed electric diagrams, equipment nameplate data, including the interface device and control system of the power sources and a site plan.

The Generator'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 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 Generator 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 Generator shall be liable if the protection system fails to function.

(Continued on Sheet No. D-3.01)

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(Continued on Sheet No. D-3.03)

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DEFINITION OF TIME PERIODS USED IN TIME-OF-DAY RATES

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

1.	Peak Period:	**3:00** PM to 9:00 PM **everyday**
2.	Off-Peak Period:	All hours outside of the Peak Period

The Cooperative may revise the above schedule of time period hours from time to time. In such an event, the Cooperative will submit to the Board of Directors and 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.

RESIDENTIAL SERVICE
SCHEDULE RES-M

Availability

Available in all territory served by the Cooperative in accordance with the Cooperative's Service Rules and Regulations.

Applicability

Applicable only for seasonal and year-round farm and home use and for use incidental thereto supplied through one meter to each individual dwelling unit. The capacity of individual motors served under this Schedule shall not exceed ten horsepower except by written permission of the Cooperative.

Type of Service

Single-phase, 60 hertz at available secondary voltages.

Billing Rate

Distribution Service	
Monthly Availability Charge:	$45.00 per month
Variable Distribution Charge	**$ 0.057361** per kWh
Power Supply Service	
Energy Charge:	$ 0.078500 per kWh

Minimum Charge

A. The monthly minimum charge is the Monthly Availability Charge; or

(Continued on Sheet No. D-5.01)

RESIDENTIAL SERVICE
SCHEDULE RES-M
(Continued from Sheet No. D-5.00)

B. The minimum charge may be increased in accordance with the Cooperative's rules and regulations in Section II, Part C, 3, in those cases in which a larger than average investment is necessary to serve an account under this schedule. Such minimum charges will be specified in asupplemental contract between the Cooperative and the 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 Nos. D-1.00 to D-1.01.

Bills Rendered Annually

Upon written agreement of the Cooperative and the Member-Consumer, the bills for service provided under this rate schedule may be rendered annually. Annual bills will be calculated using the Schedule RES-M rate applied to the Member-Consumer's monthly energy consumption along with 12 times the monthly availability charge, which shall be prepaid.

Terms of Payment

A. A one-time late payment charge of two percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent. This provision is not applicable to residential Member-Consumers participating in the Winter Protection Plan.

B. Monthly bills are due and payable on or before the due date listed on the bill.

C. Annual bills are due and payable on or before the due date listed on the bill.

D. The annual prepayment shall be the minimum charge.

Controlled Water Heater Service

Controlled water heater service is available on an optional basis. See Schedule CWH, Sheet No. D-7.00.

(Continued on Sheet No. D-5.02)

RESIDENTIAL SERVICE
SCHEDULE RES-M
(Continued from Sheet No. D-5.01)

Tax Adjustment

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

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

Sales Tax

Sales Tax will be added to all bills, where applicable.

RESIDENTIAL TIME-OF-USE SERVICE
SCHEDULE TOU

Availability

Available in all territory served by the Cooperative in accordance with the Cooperative's Rules and Regulations.

Applicability

Applicable only for seasonal and year-round farm and home use and for use incidental thereto supplied through one meter to each individual dwelling unit. The capacity of individual motors served under this Schedule shall not exceed ten horsepower except by written permission of the Cooperative.

Type of Service

Single-phase, 60 hertz at available secondary voltages.

Billing Rate

Distribution Service

Monthly Availability Charge:	$45.00 per month
Variable Distribution Charge	**$ 0.055611** per kWh

Power Supply Service

Energy Charge

Peak Period	$ 0.183140 per kWh
Off-Peak Period	$ 0.035269 per kWh

Minimum Charge

A. The monthly minimum charge is the Monthly Availability Charge; or

B. The minimum charge may be increased in accordance with the Cooperative's Rules and Regulations in Section II, Part C, 3 where a larger than average investment is necessary to serve an account under this schedule. Such minimum charges will be specified in a supplemental contract between the Cooperative and the Member-Consumer.

(Continued on Sheet No. D-6.01)

RESIDENTIAL TIME-OF-USE SERVICE
SCHEDULE TOU
(Continued from Sheet No. D-6.00)

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01.

Terms of Payment

A. A one-time late payment charge of two percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent. This provision is not applicable to residential Member-Consumers participating in the Winter Protection Plan.

B. Monthly bills are due and payable on or before the due date listed on the bill.

C. Annual bills are due and payable on or before the due date listed on the bill.

D. The annual prepayment shall be the minimum charge.

Time Periods

The time periods applicable to the rate are set forth on sheet No. D-4.00.

Tax Adjustment

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

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

Sales Tax

Sales Tax will be added to all bills, where applicable.

CONTROLLED WATER HEATING SERVICE
SCHEDULE CWH

Availability

To the Member-Consumers of the Cooperative, already taking service under Schedule **RES-M**, who desire controlled water heating service to single tank installations of 40 or more gallons. Energy will be metered through the regular service meter.

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 service will be controlled by the Cooperative's radio control system.

Hours of Service

Control of service shall not exceed 5 hours per day, said hours to be established from time to time by the Cooperative but shall be predominately between the hours of 3 p.m. to **9** p.m.

Monthly Rate

A credit of $4.00 per month for all sizes of water heaters will be applied to the bills of Member-Consumers who permit the Cooperative to install a remote control device on the Member-Consumer's electric water heater and use greater than 400 kWh during the month. If the Member- Consumer uses less than 400 kWh, then no credit will apply. This credit is to be applied before the bill under Rate Schedule RES-M is tested against the appropriate minimum charge for Schedule RES-M.

Energy will be charged at the appropriate rate per kWh as specified on Sheet No. D-5.00 for service in conjunction with Schedule RES-M including all applicable power supply cost recovery adjustments and taxes.

COMFORT SERVICE
SCHEDULE COMFT

Availability

Available to members of the Cooperative taking service or, where applicable, power supply service concurrently under another rate schedule. This rate is for interruptible service to dual source space heating or air conditioning loads which are controlled by the Cooperative. All other usage is billed at the rate specified in the concurrent rate schedule. The alternate fuel heating system must be capable of supplying the heating requirements of the Member-Consumer when the primary electric heating system is controlled.

To qualify for service under this rate, the portion of the Member-Consumer's load subject to control must be either separately metered or sub-metered off the master meter. Usage on the sub-meter will be charged at the monthly rate shown below. Service is subject to the established rules and regulations of the Cooperative. Member-Consumers who qualify for and elect this rate must remain on the rate for a minimum of one year.

Member-Customers who are enrolled in the Comfort Service Program are not eligible to participate in the Net Metering or DRE Programs.

Type of Service

Alternating current, 60 hertz, at approximately 120/240 volts, single-phase, three-wire, separately metered subject to service availability. 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: **$0.118461** kWh.

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01.

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-Consumer for service.

(Continued on Sheet No. D-8.01)

COMFORT SERVICE
SCHEDULE COMFT
(Continued from Sheet No. D-8.00)

Tax Adjustment

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

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

Michigan State Sales Tax

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

GENERAL SERVICE
SCHEDULE GEN-M

Availability

Available in all territory served by the Cooperative in accordance with the Cooperative's Service Rules and Regulations including all Member-Consumers who occupy their premises, or make use of their facilities, less than six months per year, for all uses. This rate is not available to installations having a demand of over 50 kilowatts or for irrigation use where the horsepower is 50 HP or greater. A contract may be required.

Applicability

Applicable to all Member-Consumers of the Cooperative for all uses at secondary voltages. Member-Consumers having their homes in the same premises with their business establishments may include service for both on the same meter, in which case all service will be billed under this schedule using the rate set out below. The Member-Consumer may make provisions for two meters, in which case the usage for residential purposes will be billed under the appropriate residential schedule and rate, and the usage for business purposes will be billed under this rate.

Type of Service

Alternating current, 60 hertz, single-phase or three-phase, at available secondary voltages. Motors having a rated capacity in excess of ten horsepower must be three-phase, unless otherwise specified in writing by the Cooperative. Phase converters rated greater than 15 Horsepower will not be allowed.

Monthly Rate

Distribution Service	
Monthly Availability Charges:	
Single Phase	$45.00 per month
Three Phase	$120.00 per month
Variable Distribution Charge	
Single Phase	**$0.060111** per kWh
Three Phase	**$0.060111** per kWh
Power Supply Service	
Energy Charge	
Single Phase	$0.078500 per kWh
Three Phase	$0.078500 per kWh

(Continued on Sheet No. D-9.01)

GENERAL SERVICE
SCHEDULE GEN-M (Contd)
(Continued from Sheet No. D-9.00)

Minimum Charges

The monthly minimum charge under the above rate shall be the monthly availability charge. The minimum charge may be increased in accordance with the Cooperative's rules and regulations in Section II, Part C, 3 in the cases in which a larger than average investment is necessary to serve an account under this schedule.

Power Supply Cost Recovery revenues are not includable as minimum charge revenue and such adjustments are in addition to the minimum charges.

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01.

Terms of Payment

Billings are due 21 days from the date of rendition for payment in full. A one-time late payment penalty of 2 percent of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

Tax Adjustment

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

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

Sales Tax

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

GENERAL SERVICE TIME-OF-USE SERVICE
SCHEDULE GTOU

Availability

Available in all territory served by the Cooperative in accordance with the Cooperative's Rules and Regulations, including all Member-Consumers who occupy their premises, or make use of their facilities, less than six months per year. Available for all uses except for installations having a demand of over 50 kilowatts or for irrigation use where the horsepower is 50 HP or greater. A supplemental contract may be required.

Applicability

Applicable to all Member-Consumers of the Cooperative for all uses at secondary voltages. A Member-Consumer with a home on the same premises as his business establishments may include both services on the same meter and all service will be billed under this schedule. The Member-Consumer may make provisions for two meters, in which case the usage for residential purposes will be billed under the appropriate residential schedule and rate, and the usage for business purposes will be billed under this rate.

Type of Service

Alternating current, 60 hertz, single-phase or three-phase, at available secondary voltages. Motors having a rated capacity in excess of ten horsepower must be three-phase, unless otherwise specified in writing by the Cooperative. Phase converters rated greater than 15 Horsepower will not be allowed.

Monthly Rate

Distribution Service

Monthly Availability Charges	
Single Phase	$45.00 per month
Three Phase	$120.0**0** per month
Variable Distribution Charge	
Single Phase	**$0.070911** kWh
Three Phase	**$0.070911** kWh

(Continued on Sheet No. D-10.01)

GENERAL SERVICE TIME-OF-USE SERVICE
SCHEDULE GTOU (Contd)
(Continued from Sheet No. D-10.00)

Power Supply Service

Energy Charge

Peak Period

Single Phase	**$0.188770** per kWh
Three Phase	**$0.188770** per kWh

Off Peak Period

Single Phase	**$0.040897** per kWh
Three Phase	**$0.040897** per kWh

Minimum Charges

The monthly minimum charge under the above rate shall be the monthly availability charge. The minimum charge may be increased in accordance with the Cooperative's rules and regulations in Section II, Part C, 3 in the cases in which a larger than average investment is necessary to serve an account under this schedule.

Power Supply Cost Recovery revenues are not includable as minimum charge revenue and such adjustments are in addition to the minimum charges.

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01.

Terms of Payment

Billings are due 21 days from the date of rendition for payment in full. A one-time late payment penalty of 2 percent of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

(Continued on Sheet No. D-10.02)

GENERAL SERVICE TIME-OF-USE SERVICE
SCHEDULE GTOU (Contd)
(Continued from Sheet No. D-10.01)

Time Periods

The time periods applicable to the rate are set forth on Original Sheet No. D-4.00.

Tax Adjustment

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

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

Sales Tax

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

IRRIGATION SERVICE
SCHEDULE IR

Availability

Available for irrigation use where the connected load is 25 horsepower or greater. Service under this rate is limited to May through October of each year. In the event that the service is used outside this period, billing will be under the Large Power Rate LGPOW. This schedule is not available for Retail Access Service.

Type of Service

Alternating current, 60 hertz, single-phase or three-phase, at available secondary voltages. Phase converters rated greater that 15 Horsepower will not be allowed.

Annual Rate

Monthly Availability Charge:	$230.00/month
Variable Distribution Charge	**$0.047611** per kWh
Monthly Demand Charge	$10.65 kW/month
Monthly Load Management Credit	($4.60) kW/month
Energy Charge	$0.057800/kWh

Monthly Minimum Charge

The monthly minimum charge is the Monthly Availability Charge.

Power Supply Cost Recovery

This rate is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet No. D-1.00.

(Continued on Sheet No. D-11.01)

IRRIGATION SERVICE
SCHEDULE IR (Contd)
(Continued from Sheet No. D-11.00)

Billing Demand

The billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage in the billing period. Billing demand will be determined by means of standard metering equipment. In the event that a demand meter has not been installed, billing demand shall be equal to 0.746 times the installed horsepower (H.P.) of the irrigation system.

Power Factor

The above rate charges are predicated upon the member maintaining a power factor not less than 90 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the member's average power factor is found to be less than 90 percent lagging, the billing demand shall be increased by the ratio that 90 percent bears to the member's actual power factor. A power factor of less than 70 percent will not be permitted; and the Member-Consumer will be required to install, at his own expense, such corrective equipment as may be necessary to improve power factor.

Load Control

In the event that the consumer permits the Cooperative to control the load such that it is not on during the Cooperative's peak period, the load Management Credit as stated above will be applied. Load Control service is subject to the following conditions:

A. The Cooperative agrees to control a maximum of 5 (five) hours in any given day.

B. The Member-Consumer agrees that the Cooperative may install, maintain, and test remote control switching equipment on or near the pump controller for the purpose of interrupting irrigation pump service. Ownership of all installed remote controlled switches will remain with the Cooperative.

C. Cooperative installed remote control switches shall remain sealed at all times and opened only by authorized Cooperative employees or its agents. Any tampering with or override of the interruptible function of the control unit by unauthorized persons will terminate this agreement. If the agreement is terminated, bills for use will be rendered on the "**MONTHLY** DEMAND CHARGE".

(Continued on Sheet No. D-11.02)

IRRIGATION SERVICE
SCHEDULE IR (Contd)
(Continued from Sheet No. D-11.01)

D. The Member-Consumer may terminate this agreement at any time if they believe continued control could damage their crop or for any other reason. If the agreement is terminated, bills for use will be rendered on the "**MONTHLY** DEMAND CHARGE".

E. This agreement will be terminated if the irrigation system covered by this agreement is found to be operating without Cooperative permission during a designated interruptible period. If the agreement is terminated, bills for use will be rendered on the "**MONTHLY** DEMAND CHARGE".

F. The Cooperative recognizes that under certain circumstances the Member-Consumer may have temporary need to operate the irrigation system and that such operation would put the Member-Consumer in violation of this agreement. Temporary operation of the irrigation system during an interruptible period will be allowed only with advanced permission of the Cooperative.

G. In the event of any emergency that threatens the stability and integrity of the Cooperative's electric distribution system, the Cooperative may utilize its load management system to control load as necessary until the emergency no longer exists.

Terms of Payment

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

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

Tax Adjustment

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

(Continued on Sheet No. D-11.03)

IRRIGATION SERVICE
SCHEDULE IR (Contd)
(Continued from Sheet No. D-11.02)

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

Michigan State Sales Tax

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

LARGE POWER
SCHEDULE LGPOW

Availability

All members of the Cooperative with a monthly billing demand between 50 kW and 199 kW for more than 9 of the previous 12 months are required to be on this rate for all uses. A contract may be required. Service is subject to the Cooperative's established rules and regulations.

Type of Service

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

Monthly Rates

Distribution Service

Monthly Availability Charge	$175.00 per month
Distribution Demand Charge Distribution Billing Capacity	$2.70 per kW
Variable Distribution Charge:	**$ 0.050611** per kWh

Power Supply Service (Not Applicable to Retail Access Service)

Demand Charge Billing Capacity	$6.45 per kW
Energy Charge	$0.057800 per kWh

LARGE POWER
SCHEDULE LGPOW (Contd)
(Continued from Sheet No. D-12.00)

Power Supply Service (Not Applicable to Retail Access Service)

Demand Charge	
Billing Capacity	$5.36 per kW
Energy Charge	$0.059260 per kWh

Billing Demand

The billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage in the billing period. Billing demand will be determined by means of standard demand metering equipment.

Primary Service Discount

A discount of $0.10/kVa of required transformer capacity shall be applied to the bill when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0 percent shall be applied to the bill.

Adjustment for Power Factor

The above rate charges are predicated upon the member maintaining a power factor not less than 90 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the member's average power factor is found to be less than 90 percent lagging, the billing demand shall be increased by the ratio that 90 percent bears to the member's actual power factor. A power factor of less than 70 percent will not be permitted; and the Member-Consumer will be required to install, at his own expense, such corrective equipment as may be necessary to improve power factor.

Minimum Monthly Charge

The minimum monthly charge under the above rate shall be the availability charge, **with the exception** that the minimum charge may be increased as necessary, in accordance with the Cooperative's rules and regulations in Section II, Part C, 3, in those cases in which a larger than average investment is required to serve an account under this schedule.

(Continued on Sheet No. D-12.02)

LARGE POWER
SCHEDULE LGPOW (Contd)
(Continued from Sheet No. D-12.01)

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01, but the PSCR is not applicable to Retail Access Service.

Terms of Payment

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

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

Tax Adjustment

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

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

Sales Tax

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

LARGE POWER (OVER 200 KW)
SCHEDULE LP200

Availability

All members of the Cooperative, other than taking service under Schedule LPPS, with a monthly billing demand over 200 kW **and not exceeding 10 MW** for more than 9 of the previous 12 months are required to be on this rate for all uses. A contract may be required. Service is subject to the Cooperative's established rules and regulations.

If the Maximum Demand exceeds 10 MW, then a negotiated contract rate will be required. The contract rate will become effective immediately upon approval of the MEC Board of Directors.

Subject to the Cooperative's Retail Access Service Tariff, this schedule is available to Member-Consumers for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery subject to the following conditions:

A. The Member-Consumer must have an established Maximum Demand greater than 1000 kW **and no more than 10 MW**. Individual Member-Consumers receiving service at multiple metering points that are currently demand metered and taking service under the Cooperative's Schedule LP may achieve the 1000 kW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.

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

C. The transmission of power to the Distribution Point of Receipt and all related costs shall be the responsibility of the Member-Consumer and/or Alternative Electric Supplier (AES).

D. The Member-Consumer must agree to purchase any default energy delivered pursuant to Schedule RASS-Retail Access Standby Service in addition to the service specified herein.

Type of Service

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

LARGE POWER (OVER 200 KW)
SCHEDULE LP200 (Contd)
(Continued from Sheet No. D-13.00)

Monthly Rates

Distribution Service

Monthly Availability Charge	$175.00 per month
Distribution Demand Charge	
Distribution Billing Capacity	$5.40 per kW
Variable Distribution Charge:	**$ 0.050411** per kWh

Power Supply Service (Not Applicable to Retail Access Service)

Demand Charge	
Billing Capacity	$6.54 per kW
Energy Charge	$0.057800 per kWh

Billing Demand:

The billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage in the billing period. Billing demand will be determined by means of standard demand metering equipment.

Primary Service Discount

A discount of $0.10/kVa of required transformer capacity shall be applied to the bill when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0 percent shall be applied to the bill.

Adjustment for Power Factor

The above rate charges are predicated upon the member maintaining a power factor not less than 90 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the member's average power factor is found to be less than 90 percent lagging, the billing demand shall be increased by the ratio that 90 percent bears to the member's actual power factor. A power factor of less than 70 percent will not be permitted; and the Member-Consumer will be required to install, at his own expense, such corrective equipment as may be necessary to improve power factor.

(Continued on Sheet No. D-13.02)

LARGE POWER (OVER 200 KW)
SCHEDULE LP200 (Contd)
(Continued from Sheet No. D-13.01)

Sales Tax

Sales Tax shall be added on all bills, where applicable

Transition Charge

For retail access customers, service under this rate may be subject to a transition charge subject to the approval of the Board of Directors.

LARGE POWER TIME-OF-USE SERVICE
SCHEDULE LTOU

Availability

All members of the Cooperative with a monthly billing demand between 50 kW and 199 kW for more than 9 of the previous 12 months are required to be on this rate for all uses. A contract may be required. Service is subject to the Cooperative's established Rules and Regulations. This schedule is not available for Retail Access Service.

Type of Service

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

Monthly Rates

Distribution Service

Availability Charge	$175.00 per month
Distribution Demand Charge Distribution Billing Capacity	$ 2.70 per kW
Variable Distribution Charge:	**$ 0.050412** kWh

Power Supply Service

Demand Charge Peak Period Billing Capacity	$ 7.91 per kW
On-Peak Energy	$0.171980 per kWh**.**
Off-Peak Energy	$0.024110 per kWh

Billing Demand

Distribution

The distribution billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage in the billing period. Billing demand will be determined by means of standard demand metering equipment.

(Continued on Sheet No. D-14.01)

LARGE POWER TIME-OF-ISSUE SERVICE
SCHEDULE LTOU (Contd)
(Continued from Sheet No. D-14.00)

Power Supply

The power supply (peak period) billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage within peak hours in the billing period. Billing demand will be determined by means of standard demand metering equipment.

Primary Service Discount

A discount of $0.10/kVa of required transformer capacity shall be applied to the bill when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0 percent shall be applied to the bill.

Adjustment for Power Factor

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 90 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the Member-Consumer's average power factor is found to be less than 90 percent lagging, the billing demand shall be increased by the ratio that 90 percent bears to the member consumer's actual power factor. A power factor of less than 70 percent will not be permitted; and the Member-Consumer will be required to install, at his own expense, such corrective equipment as may be necessary to improve power factor.

Minimum Monthly Charge

The minimum monthly charge under the above rate shall be the availability charge except that the minimum charge may be increased as necessary, in accordance with the Cooperative's Rules and Regulations in Section II, Part C, 3, in those cases in which a larger than average investment is required to serve an account under this schedule.

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01.

(Continued on Sheet No. D-14.02)

LARGE POWER TIME-OF-ISSUE SERVICE
SCHEDULE LTOU (Contd)
(Continued from Sheet No. D-14.01)

Terms of Payment

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

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

Time Periods

The time periods applicable to the rate are set forth on Original Sheet No. D-4.00.

Tax Adjustment

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

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

Sales Tax

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

LARGE POWER PRIMARY SERVICE
SCHEDULE LPPS

Availability

Available to members of the Cooperative with a demand of 1,000 kW **and not exceeding 10 MW** who are served at primary voltage. Service is subject to the Cooperative's established rules and regulation.

If the Maximum Demand exceeds 10 MW, then a negotiated contract rate will be required. The contract rate will become effective immediately upon approval of the MEC Board of Directors.

Subject to the Cooperative's *Retail* Access *Service Tariff*, this schedule is available to Member-Consumers for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery subject to the following conditions:

C. The Member-Consumer must have an established Maximum Demand greater than 1000 kW. Individual Member-Consumers receiving service at multiple metering points that are currently demand metered and taking service under the Cooperative's Schedule LGPOW or LP200 may achieve the 1000 kW 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.

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

E. 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).

F. 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, 60 hertz, three-phase, at voltages determined by the Cooperative.

(Continued on Sheet No. D-15.01

LARGE POWER PRIMARY SERVICE
SCHEDULE LPPS (Contd)
(Continued from Sheet No. D-15.00)

Service Options

Service may be provided under two options. In instances where the delivery point is located 1,000 feet or less from the distribution substation, service shall be considered to be provided directly from the distribution substation. In instances where the delivery point is located further than 1000 feet from the distribution substation, service shall be considered to be provided from a distribution primary line.

Monthly Rates

Distribution Service	
Monthly Availability Charge	$500.00 per month
Demand Charge:	
Distribution Billing Capacity	$ 7.90 per kW
Variable Distribution Charge	**$0.060312** per kWh
Power Supply Service (Not Applicable to Retail Access Service)	
Demand Charge	
Billing Capacity	$6.42 per kW
Energy Charge	$0.056700 per kWh

Billing Demand

The billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage in the billing period.

(Continued on Sheet No. D-15.02)

LARGE POWER PRIMARY SERVICE
SCHEDULE LPPS(Contd)
(Continued from Sheet No. D-15.01)

Power Factor

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 95 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the Member-Consumer's average power factor is found to be less than 95 percent lagging, the billing demand will be increased by the ratio that 95 percent bears to the Member-Consumer's actual power factor. A power factor of less than 70 percent will not be permitted; and the Member-Consumer will be required to install, at its own expense, such corrective equipment as may be necessary to improve power factor.

Minimum Charge

The minimum monthly charge under the above rate shall be the monthly availability charge plus the demand charge, **with the exception** that the minimum charge may be increased as necessary, in accordance with the Cooperative's rules and regulations Section II, Part C, 3, in those cases in which a larger than average investment is required to serve an account under this schedule. By contract, an alternative minimum charge provision may be adopted where circumstances require. In addition, the Cooperative may apply appropriate facilities and maintenance charges to recover its costs.

(Continued on Sheet No. D-15.03)

LARGE POWER PRIMARY SERVICE
SCHEDULE LPPS(Contd)
(Continued from Sheet No. D-15.02)

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01**,** but the PSCR is not applicable to Retail Access Service.

Terms of Payment

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

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, and the third party.

Tax Adjustment

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

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

Sales Tax

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

Transition Charge

For retail access customers, service under this rate may be subject to a transition charge subject to the approval of the Board of Directors.

OUTDOOR LIGHTING SERVICE
SCHEDULE OL

Availability

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 customer'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.

Available to all Member-Consumers of the 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 subdivisions, and others for street lighting service with the condition that said municipalities, etc., become Member-Consumers of the Cooperative. Service is subject to the Cooperative's established rules and regulations.

Experimental Emerging Lighting Technology Provision

Available on an optional basis to Member-Consumers desiring Outdoor 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 approximately 4,200 hours per year.

(Continued on Sheet No. D-16.01)

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (Contd)
(Continued from Sheet No. D-16.00)

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-Consumer, 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 replaced at the Member-Consumer's expense.

Monthly Rate

	Per Fixture Unmetered
• 100 watt high pressure sodium lamp -	**$12.88**
• 150 watt high pressure sodium lamp -	**$15.61**
• 250 watt high pressure sodium lamp -	**$20.26**
• 400 watt high pressure sodium lamp -	**$28.52**
• 1000 watt high pressure sodium lamp -	**$59.80**
• 175 watt mercury vapor lamp -	**$16.31**
• 250 watt mercury vapor lamp -	**$20.26**
• 400 watt mercury vapor lamp -	**$28.52**
• LED alternative to 175 watt, 100 watt, 150 watt mercury vapor lamp	**$9.16**
• LED alternative to 250 watt high pressure sodium lamp	**$15.29**
• LED alternative to 400 watt high pressure sodium lamp	**$12.53**
• LED alternative to 1,000 watt high pressure sodium lamp	**$19.69**
• 45 watt Decorative LED	**$12.01**
• 70 watt Decorative LED	**$15.38**

Special Terms and Conditions

When additional facilities are required, the cost of labor and material for the additional installation will be charged directly to the 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 Nos. D-1.00 to D-1.01. For purposes of this calculation for unmetered fixtures, the following energy estimates shall be used:

(Continued on Sheet No. D-16.02)

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (Contd)
(Continued from Sheet No. D-16.01)

Terms of Payment

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

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

Tax Adjustment

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

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

Michigan State Sales Tax

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

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

Availability

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

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

a) No more than 0.5% for Member-Consumers with a system capable of generating 20 kilowatts or less.

b) No more than 0.25% for Member-Consumers with a system capable of generating more than 20 kilowatts but not more than 150 kilowatts.

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

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

Member-Customers who are enrolled in the Net Metering Program are not eligible to participate in the Comfort Service Program.

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, (2) be Full Requirements Service Member-Consumers taking service under one of the Cooperative's standard electric rates, and (3) the interconnected application must be approved on or before June 30, 2020.

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

(Continued on Sheet No. D-17.01)

NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-17.00)

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

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

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

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

a) The Member-Consumer's annual energy usage, measured in kWh, during the previous 12 month period:

b) Where metered demand data is available, the maximum integrated hourly demand measured in kW during the previous 12 month period: or

c) In cases where no data, incomplete data, or incorrect data for the Member-Consumer's past annual energy usage is available, or where the Member-Consumer is making changes on-site that will affect their future total annual electric usage, the Cooperative and the Member-Consumer shall mutually agree on a method to determine the Member-Consumer's future annual energy usage.

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

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

(Continued on Sheet No. D-17.02)

NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-17.01)

Metering

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

Monthly Charges:

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

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

DISTRIBUTED RENEWABLE ENERGY PROGRAM - (DRE)
ON OR 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 Customers 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 Customer's own electricity. If a Customer 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-served, 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, Customer shall be eligible to continue participation for a term of ten years. A participating Customer may terminate participation in the Cooperative's Distributed Renewable Energy Program at any time and for any reason.

Member-Customers who are enrolled in the Distributed Renewable Energy Program are not eligible to participate in the Comfort Service Program.

Customer Eligibility

To be eligible to participate in the Distributed Renewable Energy Program, Customers 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 Customers taking service under the Cooperative's applicable service tariff. The availability charge of the applicable service tariff shall be paid in full by the Customer for each billing period - distributed renewable energy credits cannot be applied to the availability charge.

Customers 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 Customer, 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 Customer's generator to the Cooperative's facilities.

Customers must complete construction and meet commercial operation of the Customer Facility within 180 days of signing the Agreement.

The interconnection device used to connect the Customer'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

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-17.03)

systems. The Cooperative may require reasonable and adequate insurance coverage by the Customer and the Customer shall provide proof of liability coverage as may be required by the Cooperative. The Customer will also be required to obtain an electrical inspection from their local electrical inspector.

The generation equipment must be located on the Customer's premises, serving only the Customer's premises, and must be intended primarily to offset a portion or all of the Customer's requirements for

electricity. At the Customer'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)

The Customer 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 Customer shall determine its annual electricity needs using one of the following methods:

a) The Customer'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 Customer's past annual energy usage is available, or where the Customer is making changes on-site that will affect their future total annual electric usage, the Cooperative and the Customer shall mutually agree on a method to determine the Customer's future annual energy usage.

Metering

The Customer'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 Customer's, the difference in cost shall be paid by the Customer. 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 Customer's expense.

(Continued on Sheet No. D-17.05)

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-17.04)

Monthly Charges and Credits

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

The Customer shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Customer for energy delivered to the Customer by the Cooperative. The Customer shall be credited 5.6 cents per kwh, for Excess Generation. Energy produced by the Customer's solar or wind renewable energy generator and consumed at the Customer'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 Customer 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 Customer 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 Customer following a final reading by the Cooperative of the Customer's meter.

GREEN/RENEWABLE ENERGY RIDER

Availability

This Rider is available on a first-come, first-serve basis to metered Midwest Energy Cooperative full service and retail access service members to promote the development and operation of renewable power facilities. The availability of service under this Rider is limited to the quantity of Renewable Energy Certificates (RECs) under contract from renewable power facilities, at or below the Maximum Monthly Charge for RECs 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 RECs to provide service to all members desiring service under this Rider from renewable resource facilities at the prices set forth in this Rider are not available, this Rider may be closed to members.

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 charges 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:	$2.50 for RECs plus a $0.50 administrative fee
Current Monthly Charge For each 100 kWh block:	$0.75 for RECs plus a $0.25 administrative fee

Members may elect fixed increments (per block) up to the total actual annual Entitlement Share available to Midwest Energy Cooperative under the rate to which this Rider is attached. 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. The above referenced Maximum Monthly Charge is a not to exceed amount. The Current Monthly Charge is subject to revision up to the Maximum Monthly Charge with thirty days' written notice to the Board of Directors.

Term:

The minimum term available to members is one complete billing period 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.

LARGE RENEWABLE ENERGY PROGRAM – (LRE)

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 July 1, 2023 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.

LARGE RENEWABLE ENERGY PROGRAM – (LRE)
(Continued from Sheet No. D-19.00)

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.

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.

LARGE RENEWABLE ENERGY PROGRAM – (LRE)
(Continued from Sheet No. D-19.01)

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).

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

LARGE RENEWABLE ENERGY PROGRAM – (LRE)
(Continued from Sheet No. D-19.02)

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.

For illustrative purposes only, a sample calculation of the Credit and Cap follows below. The calculation assumes a 1 MW installation and arbitrary metered outflow amounts.

Large Renewable Energy Program
Excess Generation Credit Calculation and Cap Operation

Hour	CONS WOLV LMP ($/kWh)	Metered Outflow kWh [Member Facility]	Hourly Value (LMP x Metered Outflow)
1	$ 0.02	0	$ -
2	$ 0.02	0	$ -
3	$ 0.02	0	$ -
4	$ 0.03	0	$ -
5	$ 0.03	0	$ -
6	$ 0.03	0	$ -
7	$ 0.03	0	$ -
8	$ 0.03	5	$ 0.17
9	$ 0.04	6	$ 0.22
10	$ 0.04	7	$ 0.27
11	$ 0.04	8	$ 0.32
12	$ 0.04	9	$ 0.38
....	....	....	....
8749	$ 0.05		$ -
8750	$ 0.05	6	$ 0.29
8751	$ 0.05	5	$ 0.25
8752	$ 0.05	4	$ 0.21
8753	$ 0.05	3	$ 0.16
8754	$ 0.06	2	$ 0.11
8755	$ 0.06	1	$ 0.06
8756	$ 0.06	0	$ -
8757	$ 0.06	0	$ -
8758	$ 0.06	0	$ -
8759	$ 0.07	0	$ -
8760	$ 0.07	0	$ -
		20,440	$ 886.22
	Production Weighted Average LMP ($/kWh) [Sum of Hourly Value divided by Sum of Metered Outflow kWh]		$ 0.04
	Actual Metered Outflow kWh [Sum of Metered Outflow kWh for all hours]		20,440
	Excess Generation Cap as Defined kWh [1,000 kW x 8760 x 20% x 10%]		175,200
	Annual Payment [Production Weighted Average LMP multiplied by lower of Actual Metered Outflow or Excess Generation Cap]		$ 886.22

INTERRUPTIBLE WHOLE HOUSE COMFORT SERVICE
SCHEDULE WHOLE

Availability

Available to all residential member-consumers served by the Cooperative who have a back-up generator and transfer switch that can be remotely controlled by the Cooperative

To qualify for service under this rate, the member-consumer's must allow the Cooperative to install a remote device that will start the member's generator and take the members load off-grid during peak times.

Type of Service

Alternating current, 60 hertz, at approximately 120/240 volts, single-phase, three-wire, separately metered subject to service availability. 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.

Billing Rate

Distribution service Monthly Availability Charge:	$45.00 per month
Variable Distribution Charge:	**$0.057362** per kWh
Power Supply Service Energy Charge	$0.06600 per kWh

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 to D-1.01.

(Continued on Sheet No. D-20.01)

INTERRUPTIBLE WHOLE HOUSE COMFORT SERVICE
SCHEDULE WHOLE (Contd)
(Continued from Sheet No. D-20.00)

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-Consumer for service.

Tax Adjustment

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

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

Michigan State Sales Tax

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

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, 20**25**, 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.

Michigan Public Service Commission
July 21, 2025
Filed DW

INDUSTRIAL SERVICE
SCHEDULE IND

Availability

This rate is available only to Industrial Member-Consumers with Firm Primary Service Loads of 1000 kW **and not exceeding 10 MW** for six of the last twelve months. This rate is subject to the availability Wolverine Power Supply Cooperatives (Wolverine) Rider C & I. The Member-Consumer will be required to provide for data communications to the established metering point.

If the Maximum Demand exceeds 10 MW, then a negotiated contract rate will be required. The contract rate will become effective immediately upon approval of the MEC Board of Directors.

Subject to the Cooperative's Retail Access Service Tariff, this schedule is available to Member-Consumers for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery subject to the following conditions:

The Member-Consumer must have a Maximum Demand of at least 1000 kW **and no more than 10 MW**. Individual Member-Consumers receiving demand metered service at multiple metering points who are eligible to be taking service under the Cooperative's Schedule LGPOW and Schedule LP200 may achieve the 1000 kW 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.

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

B. 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).

C. 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.

Service Options

Service may be taken 1) directly from a distribution substation, 2) from an existing three-phase primary line, or 3) from a new three-phase primary line. "Directly from a distribution substation" is defined as service in which the delivery point to the Member-Consumer is within 1,000 feet of a distribution substation. "Service from an existing three-phase primary line" is defined as service in which the delivery point to the Member-Consumer is within 1,000 feet of an existing three phase primary line.

(Continued on Sheet No. D-22.01)

INDUSTRIAL SERVICE
SCHEDULE IND (Contd)
(Continued from Sheet No. D-22.00)

All rates assume service directly from a distribution substation.

Monthly Rates

Distribution Service

Monthly Availability Charge	$3,800.00
Demand Charge:	
Distribution Billing Capacity:	$2.25 per kW
Variable Distribution Charge:	**$0.035192** per kWh

Power Supply Service (not applicable to Retail Access Service)

Demand Charge:	$7.59 per kW
Energy Charge:	$0.056700 per kWh for all kWh

Billing Demand

Distribution Delivery Component

The billing demand shall be the average kilowatts (kW) load during the 15-minute period of maximum use during the billing month. The minimum monthly billing demand shall be the greater of the metered demand, the contract minimum demand, or 500 kW.

Power Factor

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 95 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the Member-Consumer's average power factor is found to be less than 95 percent lagging, the billing demand will be increased by the ratio that 95 percent bears to the Member-Consumer's actual power factor. A power factor of less than 70 percent will not be permitted; and the Member-Consumer will be required to install, at its own expense, such corrective equipment as may be necessary to improve power factor.

(Continued on Sheet No. D-22.02)

INDUSTRIAL SERVICE
SCHEDULE IND (Contd)
(Continued from Sheet No. D-22.01)

Power Supply Component – For Non-Retail Access Member-Consumers

The Monthly Power Supply Billing Demand shall be the Member-Consumer's demand in kilowatts (kW) supplied during the 60-minute period when Wolverine Power Supply Cooperative, Inc. experiences its monthly system coincidental peak demand.

Power Supply Cost Recovery

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01, except for Retail Access Member-Consumers.

Terms of Payment

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

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, and the third party.

Tax Adjustment

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

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

Sales Tax

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

(Continued on Sheet No. D-22.03

INDUSTRIAL SERVICE
SCHEDULE IND (Contd)
(Continued from Sheet No. D-22.02)

Transition Charge

For retail access customers, service under this rate may be subject to a transition charge subject to the approval of the Board of Directors.

COMMUNITY SOLAR PROGRAM

The Cooperative's generation and transmission Cooperative ("G&T") has created a standing offer for certain 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 Member-Customers, available from the SpartanSolar-Wolverine array in Cadillac, Michigan, the SpartanSolar-Midwest array in Cassopolis, Michigan, and any arrays built later and included in the Community Solar program by G&T (collectively, the "Facility").

Program and Availability

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

Member-Customers 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-Customer, 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-Customer 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-Customer must wait 12 months before re-enrolling.

Payments

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

1. A single upfront subscription payment of $600, or

2. $10 monthly subscription payments for 5 years.

While the single upfront payment is due upon acceptance by the Cooperative, monthly subscription payment amounts will appear on the Member-Customer'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.

Refund

If a Member-Customer 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

(Continued on Page D-24.01)

COMMUNITY SOLAR PROGRAM
(Continued from Sheet No. D-24.00)

Member-Customer will receive a refund of their remaining solar energy subscription, which is calculated by determining the Member-Consumer's amount paid for Subscribed Solar Energy and reducing it by the amount of Solar Energy Output Credits paid to the Member-Customer as of the date of termination.

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

Service and Credit

The Member-Customer shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member-Customer for all energy delivered to the Member-Customer 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-Customer $.10/kWh every month as a bill credit, known as the Solar Energy Output Credit, equal to the Member-Customer's pro rata share of the Facility's output (measured in kilowatt hours at the Facility), from the most recent month available.

This pro rata share will reflect the Member-Customer's percentage subscription in the Facility when applied to the output of the Facility. The Member-Customer 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-Customer, 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**.

RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM (BUY-ALL/SELL-ALL)

In order to provide for the safety of Member-Consumers, 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-Consumer generation facilities in parallel with the Cooperative's distribution system.

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 December 31, 2019 or upon full 10 MW subscription.

These requirements govern all Member-Consumer-owned generation facilities, which generate all of their electricity using a solar or wind renewable energy generator ("Member-Consumer Facility"), with a nameplate of 1 MW or less.

Member-Consumers 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 cost estimate to the member for an interconnection study. Once the non-refundable fee is paid by the member, the Cooperative or its consultant will complete the interconnection study. Any service upgrades or protective equipment/devices deemed necessary, by the interconnection study, to accommodate the output of the generating unit(s), as determined by the Cooperative, shall be at the Member-Consumer's expense.

If the member wants to proceed and pays for any upgrades, the Cooperative shall issue a Buy-All/Sell-All Interconnection and Purchase Agreement ("Agreement") between the Member-Consumer, the Cooperative, and the G&T. Member-Consumers must complete construction and meet commercial operation of the Member-Consumer 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 1 MW per Member-Consumer. The Member-Consumer's entire renewable energy generator must fit within the limit and must be located on the Member-Consumer's premises. If a Member-Consumer has more than one renewable energy generator, the generators' ratings must be summed and the sum may not exceed 1 MW.

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

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.

(Continued on Page D-25.01)

RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM (BUY-ALL/SELL-ALL)

(Continued from Sheet No. D-25.00)

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.

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.

Metering

Separate metering shall be installed to determine generation output. The Member-Consumer Facility must deliver, to the Cooperative’s system, all energy generated. The Member-Consumer shall pay the incremental cost of all such metering above the cost for meters provided for similarly situated non-generating Member-Consumers.

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

(Continued on Page D-25.02)

RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM (BUY-ALL/SELL-ALL)

(Continued from Sheet No. D-25.01)

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

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

The Cooperative, as agent for the G&T, shall pay the Member-Consumer 10 cents per kWh for all energy delivered to the Cooperative by the Member-Consumer as a credit on the Member-Consumer's monthly bill. The credit will 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 remaining 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

RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM ON AND AFTER DECEMBER 1, 2025 (BUY-ALL/SELL-ALL)

In order to provide for the safety of Member-Customers, 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-Customer 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-served, 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-Customer-owned generation facilities, which generate all of their electricity using a solar or wind renewable energy generator ("Member-Customer Facility"), with a nameplate of 100 kW or less.

Member-Customers 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-Customers, the Cooperative, and the G&T. Member-Customers must complete construction and meet commercial operation of the Member-Customer 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-Customer. The Member-Customer's entire renewable energy generator must fit within the limit and must be located on the Member-Customer's premises. If a Member-Customer 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-Customer may terminate participation in the Buy-All/Sell-All program at any time and for any reason.

If the Member-Customer 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-Customer shall be liable for any damages or injury resulting from unauthorized or improper connection and/or operation of the Member-Customer's Facility

Safety and Reliability Requirements

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

(Continued on Sheet No. D-26.01)

RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM ON AND AFTER DECEMBER 1, 2025 (BUY-ALL/SELL-ALL) (CONTINUED FROM SHEET D-26.00)

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

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

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

The Member-Customer 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-Customers' 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-Customer Facility must deliver, to the Cooperative’s system, all energy generated. The Member-Customer shall pay the incremental cost of all such metering above the cost for meters provided for similarly situated non-generating Member-Customers. 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-Customer’s expense.

Reimbursement of Costs

The Member-Customer shall pay for all costs associated with any addition to (or alteration of) the Cooperative's equipment required for metering and for the safe and reliable operation of the Facility in parallel with the Cooperative's system, as noted above, as well as an interconnection study, at the request

(Continued on Sheet No. D-26.02)

**RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM
ON AND AFTER DECEMBER 1, 2025
(BUY-ALL/SELL-ALL)
(CONTINUED FROM SHEET D-26.01)**

of the Cooperative. The Member-Customer shall also pay for costs of changes required due to safety or adverse effects on other Member-Customers and/or on the Cooperative caused by the connection and/or operation of the Member-Customer's renewable energy generator.

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

Monthly Charges and Credits

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

The Cooperative, as agent for the G&T, shall pay the Member-Customer 6.5 cents per kWh for all energy delivered to the Cooperative by the Member-Customer as a credit on the Member-Customer's monthly bill. The credit will be applied to the energy charge of the standard service tariff applicable to the Member-Customer 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-Customer as an agent for the G&T.

If a Member-Customer terminates service with the Cooperative while having a remaining credit amount on their account, the G&T shall pay, through its agent, the Cooperative, the remaining credit amount to the Member-Customer following a final reading by the Cooperative of the Member-Customer's meter.

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 LP-2 or Schedule LPPS and have a Maximum Demand of at least 1000 kW **and not exceeding 10 MW**. An Individual Member-Consumer currently demand metered and who is eligible to be taking service under the Cooperative's Schedules LP may achieve the 1000 kW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. All charges or fees specified herein and all related rate schedules apply to aggregated metering points on an individual account basis.

(Continued on Sheet No. E-1.01)

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

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

1.2 The Alternative Electric Supplier Role

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

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

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

1.3 Transmission Service Provider Role

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

(Continued on Sheet No. E-1.02)

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

1.4 Cooperative Role

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

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

1.5 Definitions

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

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

"Commission" means the Michigan Public Service Commission.

"Cooperative" means Midwest Energy 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 Board of Directors.

(Continued on Sheet No. E-1.03)

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

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

"Distribution Point of Delivery" means the point of interconnection between the Cooperative's Distribution System and the Member-Consumer's service Location.

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

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

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

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

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

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

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

(Continued on Sheet No. E-1.04)

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

"Generation Service" means the provision of electric Power, transmission, and related ancillary services.

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

"Load" means any end-use device drawing energy from the electric system.

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

"Maximum Demand" (also known as "Peak Demand") means the highest 15-minute integrated demand created during the current and previous 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.

"Person" means an individual, governmental body, corporation, partnership, association, or other legal entity.

"Power" means a combination of the electric Demand and Energy requirements of the Member-Consumer.

(Continued on Sheet No. E-1.05)

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

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

"Regulated Electric Service" means the services offered by the Cooperative under terms and conditions approved by the Board of Directors.

"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 Board of Directors.

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

"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-1.07)

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

2.0 MEMBER-CONSUMER SECTION

2.1 Availability

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

2.2 Eligibility

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

2.2.2 An Individual Member-Consumer who is eligible to be taking service under the Cooperative's Schedule LP, LP-2 or LPPS, and having a demand meter with a Maximum Demand of at least 50 kW **and not greater than 10 MW** is eligible to take service under this tariff. An Individual Member-Consumer receiving demand metered service at multiple metering points and who is eligible to be taking service under the Cooperative's Schedule LP may achieve the 50 kW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. All charges or fees specified herein and all related rate schedules apply to aggregated metering points on an individual account basis**.** 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.

(Continued on Sheet No. E-1.08)

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

2.3 Member-Consumer Information

Member-Consumers will be provided their own usage and billing information. 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.

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.

(Continued on Sheet No. E-1.09)

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

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.

(Continued on Sheet No. E-1.10)

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

2.5 Metering

2.5.1 Metering equipment for Member-Consumers taking Retail Access Service shall be furnished, installed, read, maintained, and owned by the Cooperative.

2.5.2 Member-Consumers shall be required to have an Interval Demand Meter at each metering point.

2.5.3 If a new Interval Demand Meter is required, time and material costs to install it will be assessed to the Member-Consumer.

2.5.4 The Cooperative may require that the meter be read via telephone. In such cases, Member-Consumers will be required to provide a telephone connection for purposes of meter interrogation by the Cooperative. If a Member-Consumer is not able to allow sharing of a telephone connection, the Member-Consumer may be required to obtain a separate telephone connection for such purposes. The Member-Consumer is responsible for assuring the performance of the telephone connection. The Member-Consumer shall be responsible for all costs of the required telephone connection.

2.5.5 In cases where a telephone connection used by the Cooperative for meter interrogation is out of service, the Cooperative may retrieve the data manually for a nominal monthly fee of $40.00 payable by the Member-Consumer. In the event that the telephone connection is out for three (1) 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.

(Continued on Sheet No. E-1.11)

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

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.

(Continued on Sheet No. E-1.12)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.11)

2.6.3 A Member-Consumer taking Default Service under the provisions of Section 2.6.2 may switch to another AES as provided in Section 2.4 at any point during the period that they are on Default Service.

2.6.4 The AES shall transmit a Member-Consumer Drop Request to the Cooperative via a Uniform Data Transaction when the Member-Consumer requests return to Full Requirements Service or when AES service is not being continued for any reason. The AES shall inform the Member-Consumer of the Drop Request in writing.

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

2.6.6 The Switch from AES to Full Requirements Service will be processed on the next meter read date after the AES submits the necessary Drop Request to the Cooperative, provided that the requirements of Section 2.6.1 are met. If the requirements of Section 2.6.1 are not met, then the Member-Consumer will be switched to Cooperative Default Service until said requirements are met. The Switch shall occur at midnight (00:00) local time at the beginning of the effective date.

2.6.7 A Member-Consumer returning to Full Requirements Service must remain on such service for the minimum term stated in the applicable Full Requirements Service tariff, but not less than twelve (12) months.

2.6.8 In the event of Slamming from Full Requirements Service, a Member-Consumer who desires to return to Full Requirements Service may do so. The Cooperative will waive the twelve (12) month minimum term requirements. The Cooperative's Default Service does not apply to such Member-Consumers.

(Continued on Sheet No. E-1.13)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.12)

2.6.9 In the event a Member-Consumer is dropped by the AES due to the bankruptcy of the AESor 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 Board of Directors 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.

(Continued on Sheet No. E-1.14)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.13)

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-1.15)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.14)

3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

3.1 Availability

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

3.1.1 The AES has been granted a license by the Commission.

3.1.2 The AES has obtained and maintains a Member-Consumer-signed Enrollment indicating that the Member-Consumer has chosen to switch its Generation Service to the AES.

3.1.3 The AES has executed agreements with the appropriate Transmission Service Provider(s).

3.1.4 The AES has demonstrated its capability to meet the Cooperative's defined standards and protocols for Uniform Data Transactions.

3.1.5 The AES has executed a Retail Access Service agreement (which may include, but is not limited to, a portfolio of Member-Consumers, negotiated services, etc.) with the Cooperative and complied with the Cooperative's Member-Consumer enrollment requirements to prevent Slamming.

3.2 Switch and Drop Requests

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

(Continued on Sheet No. E-1.16)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.15)

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 Board of Directors 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:

A. The Cooperative and the AES must have entered into a billing agreement that specifies the terms and conditions under which such billing will occur.

B. Any discrepancies in charges collected and remitted will be corrected and reflected in the subsequent billing cycles.

C. Payments received from or on behalf of a Member-Consumer shall be applied in the following order:

1. To the Member-Consumer's past due balance owed the Cooperative,
2. To current balances due the Cooperative,
3. To current balances due the Cooperative for other charges such as facilities or loan agreements, and
4. To the AES for all balances due for services provided.

(Continued on Sheet No. E-1.17)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.16)

D. 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.

E. 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).

(Continued on Sheet No. E-1.18)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.17)

3.4.4 The AES will pay the Cooperative under applicable tariffs for all applicable ancillary services, emergency energy services, standby and backup services provided by the Cooperative to the AES for the AES's Member-Consumer(s) from the service commencement date to the service termination date.

3.4.5 The Cooperative shall bill the AES for all associated switching fees incurred as a result of Slamming by the AES plus the actual administrative cost incurred for switching a slammed Member-Consumer from one rate service to another.

3.4.6 An AES shall not resell Member-Consumer account information or transfer it to other parties for any other purpose. The Cooperative will only release Member-Consumer data to the Member-Consumer or its authorized representative, which may be the AES.

3.5 Distribution Power Losses

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

Secondary Service	8.7%
Primary Service	3.5%
Primary Substation Service	0

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

(Continued on Sheet No. E-1.19)

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

4.0 DISPUTE RESOLUTION

4.1 The Cooperative shall have no duty or obligation to resolve any complaints or disputes between AESs and Member-Consumers.

4.2 The Cooperative shall have no duty or obligation to resolve any complaints or disputes between AESs or Member-Consumers and their Transmission Service Provider(s). Disputes involving a Transmission Service Provider's OATT shall be resolved using the dispute resolution procedures as described in the OATT.

4.3 In the event the AES has a dispute over the implementation of the Cooperative's Retail Access Service, then the AES shall provide the Cooperative with a statement of the dispute and the proposed resolution to the designated Cooperative contact. Upon receipt of the statement of dispute, the Cooperative shall attempt to resolve the dispute according to the following process:

4.3.1 The Cooperative will investigate the dispute and attempt to resolve the dispute informally in a manner that is satisfactory to both parties within five (5) business days of initial receipt of the statement of dispute.

4.3.2 If the dispute is not resolved in five (5) business days, the parties shall attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior representatives shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, the dispute may, on demand of either party, be submitted to arbitration as provided in this section.

4.3.3 The dispute, if mutually agreed by the parties, may be submitted for resolution in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the parties.

4.3.4 The arbitrator may be determined by AAA.

(Continued on Sheet No. E-1.20)

RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.19)

4.3.5 The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the parties.

4.4 Nothing in this section shall restrict the rights of any party to seek resolution of the dispute with the appropriate regulatory agency with jurisdiction.

(Continued on Sheet No. E-1.21)

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

5.0 LIABILITY AND EXCLUSIONS

5.1 In no event will the Cooperative or its suppliers be liable under any cause of action relating to the subject matter of this tariff, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or claims of AESs or Member-Consumers.

5.2 The Cooperative will not be liable to an AES or Member-Consumer for damages caused by interruption of service, voltage or frequency variations, single-phase supply to three-phase lines, reversal of phase rotation, or carrier-current frequencies imposed by the Cooperative for system operations or equipment control, except such as result from the failure of the Cooperative to exercise reasonable care and skill in furnishing the service.

5.3 In no event will Cooperative be liable to an AES or Member-Consumer for loss of revenue or other losses due to meter or calculation errors or malfunctions. The Cooperative's sole obligation and the AES's or Member-Consumer's sole remedy will be for the Cooperative to repair or replace the meter and prepare revised bills as described in Section 2.7.3.

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 its Large Power (over 200 kW) (Schedule LP-2) and Large Power Primary Service Rate (Schedule LPPS). This is in addition to the Member-Consumer's applicable tariff.

Nature of Service

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

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

Charges for Service

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

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

(Continued on Sheet No. E-2.01)

RETAIL ACCESS STANDBY SERVICE
SCHEDULE RASS
(CONTINUED FROM Sheet No. E-2.00)

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.

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