## **GREAT LAKES 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 Boards of Directors of Great Lakes Energy Cooperative as an integral part of its Rate Book for Electric Service.

Copies of the Cooperative's Rate Book for Electric Service are available on Great Lakes Energy Cooperative's website <a href="https://www.gtlakes.com">www.gtlakes.com</a>.

#### **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

No. 2 – Electric

### INDEX SECTION A

	Chaot No
	Sheet No.
Title Page	A-1.00
Index	A-2.00
Table of Contents - Checklist	A-3.00
Description of Territory Served	A-4.00
Area Served	A-5.00

## SECTION B ADMINISTRATIVE RULES INDEX

Set by the Michigan Public Service Commission and adopted/revised by the Great Lakes Energy Board of Directors September 24, 2014, applicable January 1, 2015

TECHNICAL STANDARDS FOR ELECTRIC SERVICE (R 460.3101 - R 460.3804)

ELECTRICAL SUPPLY AND COMMUNICATION LINES AND ASSOCIATED EQUIPMENT (R 460.811 - R 460.815)

RULES AND REGULATIONS GOVERNING ANIMAL CONTACT CURRENT MITIGATION (STRAY VOLTAGE) (R 460.2701 - R 460.2707)

<u>ELECTRIC INTERCONNECTION AND NET METERING STANDARDS</u> (R 460.601 - R 460.656)

ELECTRIC DISTRIBUTION SERVICE STANDARDS (R 460.701 - R 460.752)

MEMBER STANDARDS AND BILLING PRACTICES (R 460.101 - R 460.169)	B-1.00
PART 1. GENERAL PROVISIONS	B-1.00
R 460.101 Application of rules	B-1.00
R 460.102 Definitions	B-1.00
R 460.103 Discrimination prohibited	B-4.00
R 460.104 Conduct of Proceeding – deleted	B-4.00
R 460.105 Additional rules	B-4.00
PART 2. APPLICATION FOR SERVICE	B-4.00
R 460.106 Service requests for new or previous members	B-4.00
R 460.107 Applicant information	B-4.00

(Continued on Sheet No. A-2.01)

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Boyne City, Michigan

(Continued from Sheet No. A-2.00)

# SECTION B ADMINISTRATIVE RULES INDEX

	<b>5 7</b> 00
PART 3. DEPOSITS TERMS AND CONDITIONS	B-5.00
R 460.108 Prohibited practices	B-5.00
R 460.109 Deposit for new member	B-5.00
R 460.110 Deposit for a previous member or for continued service	B-6.00
R 460.111 General deposit conditions	B-6.00
R 460.112 Guarantee term and conditions – deleted	B-7.00
PART 4. METER READING PROCEDURES, METER ACCURACY, METER	
ERRORS RELOCATION	B-8.00
R 460.113 Actual and estimated meter reading	B-8.00
R 460.114 Cooperative representative identification.	B-8.00
R 460.115 Member meter reading – deleted	B-8.00
R 460.116 Meter accuracy, meter errors, meter relocation	B-8.00
PART 5. BILLING AND PAYMENT STANDARDS	B-9.00
R 460.117 Billing frequency; method of delivery	B-9.00
R 460.118 Equal monthly billing	B-9.00
R 460.119 Cycle billing	B-9.00
R 460.120 Payment of bill	B-9.00
R 460.121 Payment period	B-10.00
R 460.122 Allowable charges	B-10.00
R 460.123 Bill information	B-10.00
R 460.124 Separate bills	B-11.00
R 460.125 Billing for non-tariff services – deleted	B-11.00
R 460.126 Billing error	B-11.00
PART 6. VOLUNTARY TERMINATION OF SERVICE	B-12.00
R 460.127 Voluntary termination	B-12.00
PART 7. COOPERATIVE PROCEDURES	B-12.00
R 460.128 Applicability	B-12.00
R 460.129 Complaint procedures	B-12.00
R 460.130 Personnel procedures	B-12.00
R 460.131 Publication of procedures – deleted	B-13.00
R 460.132 Access to rules and rates	B-13.00
R 460.133 Reporting requirements – deleted	B-13.00
R 460.134 Inspection Rule 34 – deleted	B-13.00
R 460.135 Member access to consumption data	B-13.00
(Continued on Sheet I	No. A-2.02)

(Continued from Sheet No. A-2.01)

## SECTION B ADMINISTRATIVE RULES INDEX

PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE	B-13.00
R 460.136 Emergency shutoff	B-13.00
R 460.137 Shutoff permitted	B-13.00
R 460.138 Notice of shutoff	B-14.00
R 460.139 Form of notice	B-14.00
R 460.140 Time of shutoff	B-15.00
R 460.141 Manner of shutoff	B-15.00
R 460.142 Manner of shutoff for service provided with remote shutoff and	
restoration capability	B-16.00
R 460.143 Shutoff prohibited	B-16.00
R 460.144 Restoration of service.	B-17.00
PART 9. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS	B-17.00
R 460.145 Listing of energy assistance programs	B-17.00
R 460.146 Notice of energy assistance programs	B-17.00
R 460.147 Medical emergency	B-18.00
R 460.148 Winter protection plan for low-income members	B-18.00
R 460.149 Winter protection plan for senior citizens	B-20.00
R 460.150 Military protections	B-20.00
R 460.151 Disputed Claim – deleted	B-20.00
R 460.152 Utility hearing and hearing office – deleted	B-20.00
R 460.153 Notice of hearing - deleted	B-20.00
R 460.154 Hearing procedure – deleted	B-20.00
R 460.155 Settlement agreement	B-21.00
R 460.156 Default of settlement agreement	B-21.00
R 460.157 Same dispute – deleted	B-22.00
R 460.158 Informal appeal – deleted	B-22.00
R 460.159 Filing procedures – deleted	B-22.00
R 460.160 Informal appeal procedures – deleted	B-22.00
R 460.161 Interim determination – deleted	B-22.00
R 460.162 Appeal review – deleted	B-22.00
R 460.163 Shutoff pending decision – deleted	B-22.00
R 460.164 Informal appeal decision – deleted	B-22.00

(Continued on Sheet No. A-2.03)

(Continued from Sheet No. A-2.02)

## SECTION B ADMINISTRATIVE RULES INDEX

R 460.165 Failure to comply with informal appeal decision – deleted	B-22.00
R 460.166 Same dispute. Rule 66 – deleted	B-22.00
R 460.167 Formal appeal. Rule 67 – deleted	B-22.00
R 460.168 Other remedies. Rule 68 – deleted	B-22.00
R 460.169 Scope of rules. Rule 69 – deleted	B-22.00
$R 460.1601 - \hat{R} 460.1640 - deleted$	B-22.00

(Continued on Sheet No. A-2.04)

(Continued from Sheet No. A-2.03)

## SECTION C STANDARD RULES AND REGULATIONS

		Sheet No.
SEC	TION I – INTRODUCTION	C-1.00
SEC	TION II – TERMS AND CONDITIONS OF SERVICE	C-1.00
A.	Membership and Electrical Service	C-1.00
B.	Ownership and Responsibility	C-1.00
	1. Cooperative Owned Facilities	C-1.00
	a. Access to Premises	C-2.00
	b. Use of Facilities	C-2.00
	c. Protection	C-2.00
	2. Member-Consumer Owned Facilities	C-3.00
C.	Use of Service	C-3.00
	1. Notice of Intent	C-4.00
	a. Application	C-4.00
	b. Termination	C-4.00
	2. Conditions of Use	C-4.00
	3. Nonstandard Service	C-4.00
	4. Resale of Electric Energy	C-5.00
	5. Service to Single Metering Points	C-5.00
	6. Point of Attachment	C-5.00
	7. Requirements for Permanent Service	C-6.00
	8. Service to Non-Permanent Residences Used as Dwelling Units	C-6.01
D.	Nature and Quality of Service	C-7.00
E.	Metering and Metering Equipment	C-7.00
	1. Meter Testing	C-7.00
	a. Routine Tests	C-8.00
	b. Tests Requested by Member-Consumers	C-8.00
	c. Failure to Register	C-8.00
	d. Inspection Requirements	C-8.00
	e. Meter Disconnection	C-8.00
	2. Location of Meters	C-8.01
F.	Special Charges	C-9.00
G.	Other Conditions of Service	C-9.00
	1. Service Disconnect	C-9.00
	a. At Member-Consumer's Request	C-10.00
	(1) Upon Termination	C-10.00
	(2) For Repairs	C-10.00
	(Continued on Sh	leet No. A-2.05)

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(Continued from Sheet No. A-2.04)

## SECTION C STANDARD RULES AND REGULATIONS

			51	TANDARD ROLLES AND REGULATIONS	Sheet No.
		b.	At Co	operative's Option – Commercial and Industrial	C-10.00
			(1)	With Due Notice	C-10.00
			(2)	Without Notice	C-10.00
			(3)	Reconnect	C-11.00
	2.	Rate	Applicat		C-11.00
		a.		tion of Rates	C-11.00
		b.		ment Buildings and Multiple Dwellings	C-12.00
			(1)	Apartment Buildings or Multiple Dwellings Containing Three or Four Apartments	C-12.00
			(2)	Apartment Buildings or Multiple Dwellings	C-12.00
				Containing Five or More Apartments	
		c.	Home	es or Dormitories for Groups Other than Private Family Units	C-12.00
		d.	Farm	Service	C-13.00
		e.	Year-	Round Service	C-13.00
		f.	Seaso	nal Service	C-13.00
				CTION POLICY	C-14.00
A.	•		C-14.00		
	1.				C-14.00
		a.	Charg		C-14.00
	2	b.	Refur		C-15.00
	2.			or Industrial Service	C-15.00
		a.	_	erative Financed Extensions	C-15.00
		b.	Charg		C-15.00
		c.	Refur		C-16.00
			(1)	Original Member-Consumer	C-16.00
	2	C	(2)	Additional New Members	C-16.00
	3.			sions to Loads of Questionable Permanence	C-16.00 C-17.00
		a. b.	Charg Refur		C-17.00 C-17.00
		υ.			C-17.00 C-17.00
			(1) (2)	Year to year for the first four years of the deposit period The final year of the five-year refund period	C-17.00 C-17.00
			$(\Delta)$	The imal year of the five-year fertilia period	C-17.00

(Continued on Sheet No. A-2.06)

(Continued from Sheet No. A-2.05)

## SECTION C STANDARD RULES AND REGULATIONS

STANDARD RULES AND REGULATIONS							
						Sheet No.	
B.	Under	rground	Service	Policy		C-18.00	
	1.	1. General					
	2.	Resid	lential So	ervice		C-19.00	
		a.	New	Platted !	Subdivisions	C-19.00	
			(1)	Distr	ibution System	C-20.00	
				(a)	Charges	C-21.00	
				(b)	Refunds	C-21.00	
			(2)	Servi	ice Laterals	C-21.00	
				(a)	Contribution	C-21.00	
		b.	Other	Reside	ntial Underground Facilities	C-21.00	
			(1)	Exte	nsion of Existing Distribution Systems in Platted	C-22.00	
				Subd	ivisions		
				(a)	Charges	C-22.00	
				(b)	Refunds	C-22.00	
			(2)	Distr	ibution Systems in Unplatted Areas	C-23.00	
				(a)	Contribution	C-23.00	
				(b)	Refunds	C-23.00	
	3.	Nonr	esidentia	al Servic	ee	C-23.00	
		a.	Com	mercial	Service	C-23.00	
			(1)	Cont	ribution	C-25.00	
	b. Industrial Service				rvice	C-25.00	
		c.	Mobi	le Home	e Parks	C-25.00	
			(1)	Cont	ribution	C-26.00	
	(2) Refunds				C-26.00		

(Continued on Sheet No. A-2.07)

(Continued from Sheet No. A-2.06)

## SECTION C STANDARD RULES AND REGULATIONS

			Sheet No.
	4.	Other Conditions	C-27.00
		a. Replacement of Overhead Facilities	C-27.00
		b Underground Installations at Cooperative's Discretion	C-27.00
C.	Misce	llaneous General Construction Policy	C-27.00
	1.	Easements and Permits	C-27.00
		a. New Residential Subdivisions	C-27.00
		b. Other Easements and Permits	C-28.00
	2.	Temporary Service	C-28.00
	3.	Moving of Buildings or Equipment	C-29.00
		a. Within regular working hours	C-29.00
		b. Outside regular working hours	C-29.00
	4.	Relocation of Facilities	C-29.00
	5.	Construction Schedules	C-30.00
	6.	Design of Facilities	C-31.00
	7.	Billing	C-31.00
SECT	ION IV	– EMERGENCY ELECTRICAL PROCEDURES	C-32.00
A.	Gener	al	C-32.00
B.	Sudde	n or Unanticipated Short-Term Capacity Shortage	C-33.00
C.	Antici	pated or Predictable Short-Term Capacity Shortages in the	C-33.00
Ъ		erative System	C 24 00
D.		Term Capacity or Fuel Shortage	C-34.00
E.	Emerg	gency Procedure of Wholesale Suppliers	C-35.00
SECT		– DATA PRIVACY POLICY	
A.		ition of Terms	C-36.00
В.		ral Data Privacy Policy	C-37.00
C.		ction and Use of Member Data	C-38.00
D.	Disclo	osure without Informed Member Consent	C-39.00
<b>E.</b>	Disclo	osure to Contractors	C-39.00

(Continued on Sheet No. A-2.08)

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(Continued from Sheet No. A-2.07)

## SECTION D RATE SCHEDULES

	Sheet No.
Power Supply Cost Recovery Clause	D-1.00
Energy Optimization Program	D-1.03
Requirements for Pole Attachments	D-2.00
Requirements for Operation of Parallel Generation Facilities	D-3.00
Schedule A – Residential Service Rate	D-4.00
Schedule A-S – Alternative Residential Service	D-5.00
Schedule OL – Outdoor Lighting Service	D-9.00
Schedule GS – General Service	D-10.00
Schedule LP – Large Power Service	D-11.00
Schedule D-APM – Service for Commercial & Industrial Loads – Automated Power	
Monitoring	D-13.00
Schedule F-INT-APM – Interruptible Service for Commercial & Industrial Loads –	
Automated Power Monitoring	D-14.00
Schedule GS-APM – Commercial & Industrial Loads – On Site Generation –	
Supplemental and Standby Service	D-15.00
Schedule PSDS – Primary Service Rate General	D-16.00
Schedule PSDS-1 – Primary Service Rate	D-16.04
Schedule PSDS-2 – Primary Service Rate	D-16.08
Schedule CBG – Member-Consumer-Owned Backup Generation	D-17.00
Schedule EEH – Efficient Electric Heating Service	D-19.00
Non-Standard Metering Provision	D-20.00
Schedule DW – Distribution Wheeling Rate	D-21.00
Community Solar Program	D-22.00
Distributed Renewable Energy Program (DRE) – up to 20 kW	D-23.00
Large Renewable Energy Program (LRE) – up to 1MW	D-23.06
Net Metering Program – Discontinued to new members June 1, 2017	D-24.00
Renewable Energy Standing Offer Limited Purchase and Sale Program (BASA)	D-25.00
Low Income Energy Assistance Funding Factor	D-26.00
Green/Renewable Energy – Rider	D-27.00

(Continued on Sheet No. A-2.09)

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(Continued from Sheet No. A-2.08)

## SECTION E RETAIL ACCESS

	<u>Sheet No.</u>
Retail Access Service Tariff	E-1.00
1.0 Introduction and Definitions	E-1.00
1.1 The Member-Consumer Role	E-1.00
1.2 The Alternative Electric Supplier Role	E-1.01
1.3 Transmission Service Provider Role	E-1.01
1.4 Cooperative Role	E-1.02
1.5 Definitions	E-1.02
2.0 Member-Consumer Section	E-1.06
2.1 Availability	E-1.06
2.2 Eligibility	E-1.06
2.3 Member-Consumer Information	E-1.06
2.4 Member-Consumer Enrollment and Switching	E-1.07
2.5 Metering	E-1.08
2.6 Return to Full Requirements Service	E-1.09
2.7 Billing and Payment	E-1.11
2.8 Disconnection of Service	E-1.12
3.0 Alternative Electric Supplier Section	E-1.13
3.1 Availability	E-1.13
3.2 Switch and Drop Requests	E-1.13
3.3 Billing	E-1.14
3.4 Terms and Conditions of Service	E-1.15
3.5 Distribution Power Losses	E-1.16
4.0 Dispute Resolution	E-1.17
5.0 Liability and Exclusions	E-1.18
Schedule RASS – Retail Access Standby Service	E-2.00
SECTION F	
STANDARD MEMBER-CONSUMER FORMS INDEX	
Standard Forms	F-1.00

Sheet No.	<b>Sheet Effective Date</b>
Original Sheet No. A-1.00	January 1, 2015
Third Revised Sheet No. A-2.00	December 1, 2022
Original Sheet No. A-2.01	January 1, 2015
Original Sheet No. A-2.02	January 1, 2015
Original Sheet No. A-2.03	January 1, 2015
First Revised Sheet No. A-2.04	December 1, 2022
Original Sheet No. A-2.05	January 1, 2015
Original Sheet No. A-2.06	January 1, 2015
Original Sheet No. A-2.07	January 1, 2015
Eighth Revised Sheet No. A-2.08	<b>February 1, 2024</b>
Original Sheet No. A-2.09	January 1, 2015
Forty-Eighth Revised Sheet No. A-3.00	March 21, 2024
Second Revised Sheet No. A-3.01	December 1, 2022
Forty-Third Revised Sheet No. A-3.02	March 21, 2024
Fourth Revised Sheet No. A-3.03	<b>February 1, 2024</b>
Sixth Revised Sheet No. A-3.04	<b>February 1, 2024</b>
First Revised Sheet No. A-3.05	May 11, 2018
Original Sheet No. A-4.00	January 1, 2015
Original Sheet No. A-4.01	January 1, 2015
Original Sheet No. A-4.02	January 1, 2015
Original Sheet No. A-4.03	January 1, 2015
Original Sheet No. A-5.00	January 1, 2015
Original Sheet No. B-1.00	January 1, 2015
Original Sheet No. B-2.00	January 1, 2015
Original Sheet No. B-3.00	January 1, 2015
Original Sheet No. B-4.00	January 1, 2015
Original Sheet No. B-5.00	January 1, 2015
First Revised Sheet No. B-6.00	May 11, 2018
Original Sheet No. B-7.00	January 1, 2015
Original Sheet No. B-8.00	January 1, 2015
Original Sheet No. B-9.00	January 1, 2015
Original Sheet No. B-10.00	January 1, 2015
Original Sheet No. B-11.00	January 1, 2015
First Revised Sheet No. B-12.00	May 11, 2018
Original Sheet No. B-13.00	January 1, 2015
Original Sheet No. B-14.00	January 1, 2015
Original Sheet No. B-15.00	January 1, 2015
Original Sheet No. B-16.00	January 1, 2015
Original Sheet No. B-17.00	January 1, 2015
Original Sheet No. B-18.00	January 1, 2015

(Continued on Sheet No. A-3.01)

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(Continued from Sheet No. A-3.00)

Sheet No.	<b>Sheet Effective Date</b>
Original Sheet No. B-19.00	January 1, 2015
Original Sheet No. B-20.00	January 1, 2015
Original Sheet No. B-21.00	January 1, 2015
Original Sheet No. B-22.00	January 1, 2015
Original Sheet No. C-1.00	January 1, 2015
Original Sheet No. C-2.00	January 1, 2015
Original Sheet No. C-3.00	January 1, 2015
Original Sheet No. C-4.00	January 1, 2015
Original Sheet No. C-5.00	January 1, 2015
Third Revised Sheet No. C-6.00	December 1, 2022
Original Sheet No. C-6.01	December 1, 2022
Original Sheet No. C-7.00	January 1, 2015
First Revision Sheet No. C-8.00	December 1, 2022
Original Sheet No. C-8.01	December 1, 2022
Original Sheet No. C-9.00	January 1, 2015
Original Sheet No. C-10.00	January 1, 2015
Original Sheet No. C-11.00	January 1, 2015
Original Sheet No. C-12.00	January 1, 2015
Original Sheet No. C-13.00	January 1, 2015
Second Revised Sheet No. C-14.00	December 1, 2022
Second Revised Sheet No. C-15.00	December 1, 2022
Second Revised Sheet No. C-16.00	December 1, 2022
Second Revised Sheet No. C-17.00	December 1, 2022
Original Sheet No. C-18.00	January 1, 2015
Second Revised Sheet No. C-19.00	December 1, 2022
Original Sheet No. C-20.00	January 1, 2015
First Revised Sheet No. C-21.00	May 11, 2018
Second Revised Sheet No. C-22.00	December 1, 2022
Second Revised Sheet No. C-23.00	December 1, 2022
Original Sheet No. C-24.00	January 1, 2015
Second Revised Sheet No. C-25.00	December 1, 2022
Second Revised Sheet No. C-26.00	December 1, 2022
First Revised Sheet No. C-27.00	December 1, 2022
First Revised Sheet No. C-28.00	December 1, 2022
Original Sheet No. C-29.00	January 1, 2015
First Revised Sheet No. C-30.00	December 1, 2022
First Revised Sheet No. C-31.00	May 11, 2018
Original Sheet No. C-32.00	January 1, 2015
Original Sheet No. C-33.00	January 1, 2015
Original Sheet No. C-34.00	January 1, 2015
Original Sheet No. C-35.00	January 1, 2015
	• • • • • • • • • • • • • • • • • • • •

(Continued on Sheet No. A-3.02)

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**Sheet Effective Date** 

Sheet No.

## TABLE OF CONTENTS – CHECKLIST

(Continued from Sheet No. A-3.01)

Sheet No.	Sheet Effective Date
Original Sheet No. C-36.00	December 1, 2023
Original Sheet No. C-37.00	December 1, 2023
Original Sheet No. C-38.00	December 1, 2023
Original Sheet No. C-39.00	December 1, 2023
Second Revised Sheet No. D-1.00	April 22, 2020
<b>Hundred-Fifth</b> Revised Sheet No. D-1.01	March 21, 2024
Third Revised Sheet No. D-1.03	January 1, 2023
Original Sheet No. D-2.00	January 1, 2015
Original Sheet No. D-3.00	January 1, 2015
Original Sheet No. D-3.01	January 1, 2015
<b>Third</b> Revised Sheet No. D-4.00	<b>February 1, 2024</b>
Second Revised Sheet No. D-4.01	December 1, 2022
First Revised Sheet No. D-4.02	May 11, 2018
<b>Third</b> Revised Sheet No. D-5.00	<b>February 1, 2024</b>
Second Revised Sheet No. D-5.01	December 1, 2022
First Revised Sheet No. D-5.02	May 11, 2018
Second Revised Sheet No. D-9.00	May 11, 2018
<b>Fourth</b> Revised Sheet No. D-9.01	<b>February 1, 2024</b>
Third Revised Sheet No. D-9.02	January 1, 2023
First Revised Sheet No. D-9.03	December 14, 2016
<b>Third</b> Revised Sheet No. D-10.00	<b>February 1, 2024</b>
Second Revised Sheet No. D-10.01	December 1, 2022
First Revised Sheet No. D-11.00	May 11, 2018
<b>Third</b> Revised Sheet No. D-11.01	<b>February 1, 2024</b>
First Revised Sheet No. D-11.02	May 11, 2018
First Revised Sheet No. D-11.03	May 11, 2018
First Revised Sheet No. D-13.00	May 11, 2018
<b>Fourth</b> Revised Sheet No. D-13.01	<b>February 1, 2024</b>
Second Revised Sheet No. D-13.02	January 1, 2023
First Revised Sheet No. D-13.03	May 11, 2018
First Revised Sheet No. D-14.00	May 11, 2018
Original Sheet No. D-14.01	January 1, 2015
Original Sheet No. D-14.02	January 1, 2015

(Continued on Sheet No. A-3.03)

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Boyne City, Michigan

TABLE OF CONTENTS – CHECKLIST		
(Continued from Sheet No. A-3.0)	2)	
Sheet No.	<b>Sheet Effective Date</b>	
Second Revised Sheet No. D-15.00	May 11, 2018	
Original Sheet No. D-15.01	January 1, 2015	
Second Revised Sheet No. D-16.00	May 11, 2018	
Fourth Revised Sheet No. D-16.01	<b>February 1, 2024</b>	
Third Revised Sheet No. D-16.02	January 1, 2023	
Second Revised Sheet No. D-16.03	May 11, 2018	
First Revised Sheet No. D-16.04	May 11, 2018	
<b>Third</b> Revised Sheet No. D-16.05	<b>February 1, 2024</b>	
Second Revised Sheet No. D-16.06	January 1, 2023	
First Revised Sheet No. D-16.07	May 11, 2018	
First Revised Sheet No. D-16.08	May 11, 2018	
<b>Third</b> Revised Sheet No. D-16.09	<b>February 1, 2024</b>	
Second Revised Sheet No. D-16.10	January 1, 2023	
First Revised Sheet No. D-16.11	May 11, 2018	
First Revised Sheet No. D-17.00	May 11, 2018	
First Revised Sheet No. D-17.01	May 11, 2018	
First Revised Sheet No. D-17.02	May 11, 2018	
Original Sheet No. D-19.00	January 1, 2015	
Original Sheet No. D-19.01	January 1, 2015	
Original Sheet No. D-20.00	December 1, 2022	
Original Sheet No. D-21.00	January 1, 2015	
Original Sheet No. D-21.01	January 1, 2015	
First Revised Sheet No. D-21.02	May 11, 2018	
Original Sheet No. D-21.03	January 1, 2015	
Original Sheet No. D-22.00	December 14, 2016	
Original Sheet No. D-22.01	December 14, 2016	
First Revised Sheet No. D-23.00	July 23, 2018	
First Revised Sheet No. D-23.01	July 23, 2018	

(Continued on Sheet No. A-3.04)

Issued: February 1, 2024 By Shaun Lamp

President and CEO Boyne City, Michigan

(Continued from Sheet No. A-3.03)

Sheet No.	<b>Sheet Effective Date</b>
First Revised Sheet No. D-23.02	July 23, 2018
Original Sheet No. D-23.06	<b>February 1, 2024</b>
Original Sheet No. D-23.07	<b>February 1, 2024</b>
Original Sheet No. D-23.08	<b>February 1, 2024</b>
Original Sheet No. D-23.09	<b>February 1, 2024</b>
Original Sheet No. D-24.00	December 14, 2016
Original Sheet No. D-24.01	December 14, 2016
Original Sheet No. D-24.02	December 14, 2016
Original Sheet No. D-25.00	December 14, 2016
Original Sheet No. D-25.01	December 14, 2016
Original Sheet No. D-25.02	December 14, 2016
Original Sheet No. D-25.03	July 23, 2018
Original Sheet No. D-25.04	July 23, 2018
Original Sheet No. D-25.05	July 23, 2018
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(Continued on Sheet No. A-3.05)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

(Continued from Sheet No. A-3.04)

Sheet No.	<b>Sheet Effective Date</b>
Second Revised Sheet No. E-1.00	May 11, 2018
Original Sheet No. E-1.01	October 10, 2007
Original Sheet No. E-1.02	October 10, 2007
Original Sheet No. E-1.03	October 10, 2007
Original Sheet No. E-1.04	October 10, 2007
Original Sheet No. E-1.05	October 10, 2007
First Revised Sheet No. E-1.06	August 31, 2010
Original Sheet No. E-1.07	October 10, 2007
Original Sheet No. E-1.08	October 10, 2007
Original Sheet No. E-1.09	October 10, 2007
Original Sheet No. E-1.10	October 10, 2007
Original Sheet No. E-1.11	October 10, 2007
Original Sheet No. E-1.12	October 10, 2007
Original Sheet No. E-1.13	October 10, 2007
Original Sheet No. E-1.14	October 10, 2007
Original Sheet No. E-1.15	October 10, 2007
Original Sheet No. E-1.16	October 10, 2007
Original Sheet No. E-1.17	October 10, 2007
Original Sheet No. E-1.18	October 10, 2007
Original Sheet No. E-1.19	October 10, 2007
First Revised Sheet No. E-2.00	August 31, 2010
Original Sheet No. E-2.01	October 10, 2007
Original Sheet No. F-1.00	October 10, 2007

COUNTY	TOWNSHIP	COUNTY	TOWNSHIP
ALLEGAN	Allegan	CHARLEVOIX	Bay
	Dorr		Boyne Valley
	Fillmore		Chandler
	Gun Plain		Charlevoix
	Heath		Evangeline
	Hopkins		Eveline
	Leighton		Hayes
	Martin		Hudson
	Monterey		Marion
	Otsego		Melrose
	Overisel		Norwood
	Salem		Peaine
	Valley		South Arm
	Watson		St. James
	Wayland		Wilson
ANTRIM	Banks	CHEBOYGAN	Burt
	Central Lake		Hebron
	Chestonia		Mentor
	Custer		Munro
	Echo		Tuscarora
	Elk Rapids		Wilmot
	Forest Home		
	Helena	CLARE	Freeman
	Jordan		Redding
	Kearney		Winterfield
	Mancelona		
	Milton	CRAWFORD	Beaver Creek
	Starr		Frederic
	Torch Lake		Grayling
	Warner		Lovells
			Maple Forest
BARRY	Barry		South Branch
	Baltimore		
	Carlton	<b>EMMET</b>	Bear Creek
	Hastings		Bliss
	Hope		Carp Lake
	Irving		Center
	Johnstown		Cross Village
	Orangeville		Friendship
	Rutland		Littlefield
	Thornapple		Little Traverse
	Yankee Springs		Maple River
			(Continued on Sheet No. A-4.01)

(Continued from Sheet No. 4.00)

COUNTY EMMET (cont'd)	TOWNSHIP McKinley Pleasant View Readmond Resort Springvale	COUNTY LAKE (cont'd)	TOWNSHIP Sauble Sweetwater Webber Yates
	Wawatam West Traverse	MANISTEE	Norman Filer Stronach
GRAND TRAVERSE	Fife Lake		
	Union	MASON	Amber Branch
KALKASKA	Bear Creek Blue Lake Boardman Clearwater Cold Springs Excelsior Garfield Kalkaska Oliver Orange Rapid River Springfield		Custer Eden Free Soil Grant Hamlin Logan Meade Pere Marquette Riverton Sheridan Sherman Summit Victory
KENT	Nelson Oakfield Solon Spencer Tyrone	MECOSTA	Aetna Austin Big Rapids Chippewa Deerfield
LAKE	Chase Cherry Valley Dover Eden		Grant Green Mecosta
	Elk Ellsworth Lake Newkirk Peacock	MISSAUKEE	Bloomfield Clam Union Pioneer Norwich
	Pinora Pleasant Plain	MONTCALM	Maple Valley Pierson Reynolds

(Continued on Sheet No. A-4.02)

(Continued from Sheet No. 4.01)

COUNTY	<b>TOWNSHIP</b>	<b>COUNTY</b>	<b>TOWNSHIP</b>
MONTMORENCY	Albert	OCEANA	Benona
	Briley		Claybanks
	Montomorency		Colfax
	Vienna		Crystal
			Elbridge
MUSKEGON	Casnovia		Ferry
	Eggleston		Golden
	Moorland		Grant
	Montague		Greenwood
	Ravenna		Hart
	Sullivan		Leavitt
	White River		Newfield
			Otto
NEWAYGO	Ashland		Pentwater
	Barton		Shelby
	Beaver		Weare
	Big Prairie		
	Bridgeton	OSCEOLA	Burdell
	Brooks		Cedar
	Croton		Evart
	Denver		Hartwick
	Ensley		Hersey
	Everett		Highland
	Garfield		LeRoy
	Goodwell		Lincoln
	Grant		Marion
	Home		Middle Branch
	Lilley		Orient
	Lincoln		Osceola
	Merrill		Richmond
	Monroe		Rose Lake
	Norwich		Sherman
	Sheridan		Sylvan
	Sherman	0.0000	
	Troy	OSCODA	Greenwood
	Wilcox		Big Creek

(Continued on Sheet No. A-4.03)

(Continued from Sheet No. 4.02)

## **SERVICE TERRITORY MAP**



Adopted by the Great Lakes Energy Board of Directors September 24, 2014, effective January 1, 2015.

#### **OBJECTIVE**

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

#### PART 1 – GENERAL PROVISIONS

R 460.101 Application of rules.

Rule 1. This policy applies to members receiving electric service.

R 460.102 Definitions.

Rule 2. As used in these rules:

- (a) "Actual meter reading" means an electric meter reading that is based on the member's actual energy use during the period reported and that was performed by a Cooperative representative, by the member and communicated to the Cooperative by mail, telephone, fax, on a secure Cooperative website, or other reasonable means, or that was transmitted to the Cooperative by an automated or remote meter reading device.
- (b) "Applicant" means an emancipated minor or a person 18 years of age or older requesting electric service in person at the Cooperative office, in writing, by telephone or fax machine, through the internet, or any other form of communication that allows the applicant to provide the information required by the Cooperative.
- (c) "Billing error" means an undercharge or overcharge that is caused by any of the following:
  - (i) An incorrect actual meter read by a Cooperative representative.
  - (ii) An incorrect remote meter read.
  - (iii) An incorrect meter multiplier.
  - (iv) An incorrect calculation of the applicable rate.
  - (v) A meter switched by the Cooperative or a Cooperative representative.
  - (vi) An incorrect application of the rate schedule.
  - (vii) Another similar act or omission by the Cooperative in determining the amount of a member's bill.
  - (viii) An undercharge or overcharge that is caused by a non-registering meter, a meter error, or the use of an estimated meter read or a member read is not a billing error.
- (d) "Billing month" means an electric consumption period of not less than 26 or more than 35 days.
- (e) "Charges for tariff service" means the rates for electric service and other charges
- (f) "Collection charge" means a charge assessed for the costs associated with sending an employee to a residence to collect a past due payment in lieu of shutoff of service.
- (g) "Cooperative" means Great Lakes Energy Electric Cooperative.

(Continued on Sheet No. B-2.00)

(Continued from Sheet No. B-1.00)

- (h) "Critical care member" means any member who requires or has a household member that requires home medical equipment or a life support system, and who has provided appropriate documentation from a physician or medical facility to the Cooperative identifying the medical equipment or life support system and certifying that an interruption of service would be immediately life-threatening.
- (i) "Cycle billing" means a system that renders bills for the electric service to various members on different days of a calendar month.
- (j) "Delinquent account" means an account with charges for electric services that remain unpaid at least 5 days after the due date.
- (k) "Eligible low-income member" means a Cooperative member whose household income does not exceed 150% of the federal poverty guidelines as published by the United States Department of Health and Human Services or who receives any of the following:
- (i) Supplemental security income or low-income assistance through the Michigan Department of Human Services or successor agency
- (ii) Bridge card (cash assistance)
- (iii) Medicaid.
- (l) "Eligible military member" means a Cooperative member, spouse of a member, or a member whose spouse is in the military and meets all of the following criteria:
  - (i) Is on full-time active duty.
- (ii) Is deployed overseas in response to a declared war or undeclared hostilities or is deployed within the United States in response to a declared national or state emergency and the household income is reduced as a result.
  - (iii) Notifies the Cooperative of his or her eligibility.
  - (iv)Provides verification of eligibility, if requested by the Cooperative.
- (m) "Eligible senior citizen member" means a Cooperative member who meets all of the following criteria:
  - (i) Is 65 years of age or older.
  - (ii) Advises the Cooperative of his or her eligibility.
- (n) "Energy assistance program" means a program that provides financial assistance or assistance in improving energy efficiency and energy conservation.
- (o) "Energy usage" means the consumption of electricity.
- (p) "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 electricity a member used during the billing period.
- (q) "Inactive member" means a member who has received the Cooperative's service in the past but is not currently receiving service.
- (r) "Inquiry" means a question regarding a Cooperative matter that is asked by the member and answered by a Cooperative representative.
- (s) "Late payment charge" means penalty charge that is assessed by the Cooperative because a bill or portion of a bill is delinquent.

(Continued on Sheet No. B-3.00)

(Continued from Sheet No. B-2.00)

- (t) "Medical emergency" means an existing medical condition of the member or a member of the member's household, as defined and certified by a physician or public health official on official stationery or Cooperative-provided form that will be aggravated by the lack of Cooperative service.
- (u) "Member" means a purchaser of electricity that is supplied or distributed by the Cooperative.
- (v) "Meter error" means a failure to accurately measure and record all of the electrical quantities used that are required by the applicable rate or rates.
- (w) "New member" means a member who has never received the Cooperative's service.
- (x) "Payment method" means cash, personal check, credit card, debit card or money order.
- (y) "Peak season" means the months of November, December, January, February and March for electric space heating and June, July, and August for other electric service.
- (z) "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.
- (aa "Power supply cost recovery" means the adjustment in rates to recognize the cost of purchased power and fuel for electric generation.
- (bb) "Previous member" means a member who has received the Cooperative's service in the past but is not currently receiving service.
- (cc) "Remote shutoff or restoration capability" means the ability to terminate or restore service to a premise from another location.
- (dd) "Residential service or use" means use of electricity for residential purposes.
- (ee) "Satisfactory payment history" means that a member's account was not delinquent in the last 12 months.
- (ff) "Seasonal service or use" means use of electricity for seasonal purposes.
- (gg) "Settlement agreement" means a documented agreement that is signed by both the member and the Cooperative and resolves any matter in dispute or provides for the payment of amounts not in dispute over a reasonable period of time.
- (hh) "Shutoff of service" means a discontinuance of electric service that is not requested by a member.
- (ii) "Space heating season" means the period between November 1 and March 31.
- (jj) "Termination of service" means a discontinuance of electric service that is requested by a member.
- (kk) "Unauthorized use of electric service" means theft, fraud, interference, or diversion of service, including but not limited to meter tampering (any act which affects the proper registration of service through a meter), by-passing (unmetered service that flows through a device connected between a service line and member-owned facilities), and service restoration by anyone other than the Cooperative or its representative.

(Continued on Sheet No. B-4.00)

Issued: **December 1, 2023**By **Shaun Lamp**President and CEO
Boyne City, Michigan

(Continued from Sheet No. B-3.00)

R 460.103 Discrimination prohibited.

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

R 460.104 Conduct of Proceeding.

Rule 4. – This section deleted

R 460.105 Additional rules.

Rule 5. The Cooperative may adopt additional rules governing relations with its members that are reasonable and necessary and that are consistent with this policy. The Cooperative's policies will be subject to approval by the Cooperative's Board of Directors.

#### PART 2. APPLICATION FOR SERVICE

R 460.106 Service requests for new or previous members.

- Rule 6. (1) Applicants for service may become new members by requesting service in person at the Cooperative office, in writing, by telephone, fax, internet, or other means of communication. Using any of these methods, an applicant will 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.
- (2) The Cooperative 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 member's or applicant's name.
- (b) The delinquent account is owed to the Cooperative and accrued within the last 6 years.

#### R 460.107 Applicant information.

- Rule 7. (1) The Cooperative may request but will not require anyone other than the applicant to assume responsibility for service. The Cooperative will permit more than 1 name on the application if requested by the member and agreed to by the second party.
- (2) If the applicant is renting the premises for which service is requested, the Cooperative may require proof that the applicant is a tenant. Written or oral confirmation by the manager, landlord, or owner of the property, or a notarized signed copy of the rental agreement is sufficient proof. An applicant may verify a lease by submitting a lease agreement containing notarized signatures of the landlord and tenant or by providing the Cooperative with contact information for the landlord.

(Continued on Sheet No. B-5.00)

(Continued from Sheet No. B-4.00)

#### PART 3. DEPOSITS TERMS AND CONDITIONS

#### R 460.108 Prohibited practices.

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

- (a) If the member or applicant has a satisfactory credit history with any utility during the previous 6 years.
- (b) Income.
- (c) Home ownership.
- (d) Residence location.
- (e) Race.
- (f) Color.
- (g) Creed.
- (h) Sex.
- (i) Age.
- (j) National origin.
- (k) Marital status.
- (1) Familial status.
- (m) Disability.
- (n) The department of human services or its successor agency is responsible for making payments to the Cooperative on behalf of the applicant.

#### R 460.109 Deposit for new member.

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

- (a) At the time of the request for service, the applicant has an unsatisfactory credit history with any utility that accrued within the last 6 years.
- (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 electric service within the last 6 years
- (f) Within the past 3 years, the applicant lived in a residence with a person who accrued a delinquent account for electric service to the shared residence, during the time the applicant lived there, which remains unpaid, and the person with the delinquent account now resides with the applicant.
- (g) The applicant has sought relief under federal bankruptcy laws within the last 6 years.

(Continued on Sheet No. B-6.00)

(Continued from Sheet No. B-5.00)

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

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

- (a) At the time of the request for service, the member or applicant has a prior service account that is delinquent that accrued within the last 6 years.
- (b) The member or applicant misrepresents his or her identity or credit standing.
- (c) The member or applicant fails to provide positive identification information upon request at the time of applying for service.
- (d) The member or applicant engaged in unauthorized use of electric service within the last 6 years.
- (e) The Cooperative has shut off service to the member for nonpayment of a delinquent account.
- (f) The Cooperative has had 1 or more checks issued from the member's account returned from a financial institution for insufficient funds or no account or has had 1 or more payments from the member's debit or credit card or other form of payment denied within the last 12 months, excluding financial institution error.
- (g) The applicant has sought relief under federal bankruptcy 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 service to the shared residence, during the time the applicant lived there, which remains unpaid, and the person with the delinquent account now resides with the applicant.
- (i) The Cooperative may require a deposit from an existing commercial/industrial member if 2 or more final disconnect notices have been issued within the most recent 12-month period, service has been discontinued for nonpayment, the member has engaged in unauthorized use of electric service, or the member exhibited an unsatisfactory record of bill payment within the first 6 months after service commenced.

#### R 460.111 General deposit conditions.

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

- (a) A deposit that is required under these rules due to a prior outstanding debt or a shutoff for nonpayment will not be less than \$100 and may be up to four times the Cooperative's system average monthly bill. A deposit for commercial/industrial members shall not be more than 15% of the member's annual electric bill. The deposit required as a condition of providing, restoring, or continuing service due to unauthorized use of utility service by a commercial/industrial member shall not be more than 4 times the utility's system average monthly bill for the same class of service.
- (b) The Cooperative may offer an eligible low-income member the option of paying a deposit required under these rules in 2 monthly installments.
- (2) A deposit that is required as a condition of providing, restoring, or continuing service due to unauthorized use of electric service will not be less than \$200.00 or 4 times the Cooperative's system average monthly bill. The Cooperative 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 member's, or applicant's name, is delinquent, owed to the Cooperative, and accrued within the last 6 years.

(Continued on Sheet No. B-7.00)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

(Continued from Sheet No. B-6.00)

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

A deposit for commercial/industrial members using less than 15,000 kWh annually shall not be more than 15% of the member's annual electric bill. A deposit for all other commercial/industrial members shall not be more than 25% of the member's annual electric bill. The deposit 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, or 4 times the utility's system average peak season monthly bill for the same class of service if the member's consumption history for the service is unavailable.

- (4) The member's credit will be established, and the Cooperative will return the deposit and accrued interest upon satisfactory payment by the member of all proper charges for electric service for a period of 12 consecutive months. A Cooperative may retain the deposit assessed because of unauthorized use of electric service for a period of 36 months.
- (5) For purposes of this rule, the payment is satisfactory if it is made before the notice of shutoff of service for nonpayment.
- (6) For members terminating service, if the Cooperative has not already returned the deposit, the Cooperative will credit the deposit, with accrued interest, to the final bill.
- (7) The Cooperative will maintain a detailed record of all deposits received from members. The record will show all of the following information:
- (a) The name of the member.
- (b) The location of the premises occupied by the member at the time of making the deposit and each successive location while the deposit is retained.
- (c) The date the member paid the deposit and the amount.
- (d) The dates the Cooperative paid interest and the amounts.
- (8) Upon member request the Cooperative will provide the member with a written receipt for the deposit and instructions regarding how a member who is entitled to the return of his or her deposit may obtain the deposit.
- (9) The Cooperative will make reasonable efforts to locate members with unclaimed deposits or credits.

R 460.112 Guarantee term and conditions Rule 12. – This section deleted

(Continued on Sheet No. B-8.00)

(Continued from Sheet No. B-7.00)

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

#### R 460.113 Actual and estimated meter reading.

Rule 13. (1) Except as specified in this rule, the Cooperative will provide all members with an actual monthly meter reading as defined in R 460.102. The Cooperative may estimate a meter reading only if an actual meter reading cannot be obtained by any reasonable or applicable method described in R 460.102. If the Cooperative cannot obtain an actual meter reading, then the Cooperative will maintain records of the efforts made to obtain an actual meter reading and its reasons for failure to obtain an actual meter reading. (2) The Cooperative will estimate member bills only when the Cooperative's estimated bill procedures assure reasonable billing accuracy. A bill that is rendered on an estimated basis will be clearly and conspicuously identified as such.

#### R 460.114 Cooperative representative identification.

Rule 14. Upon request, the Cooperative representative at the member's premises will provide the member or other household member with appropriate picture identification confirming the representative's employment with the Cooperative.

#### R 460.115 Member meter reading. Rule 15. - This Section deleted

#### R 460.116 Meter accuracy, meter errors, meter relocation.

Rule 16. (1) Meters recording usage inaccurately will be repaired or replaced by the Cooperative. Any meter in service that remains broken as determined by a specific test of the meter or that does not correctly register member usage for a period of 6 months or more will be removed and members will not be required to pay bills generated from these meter readings beyond the 6-month period from the date the meter malfunction occurred. This rule does not alter the provisions of R 460.3613 governing the testing and replacement of electric meters.

- (2) The Cooperative may assess a meter relocation charge in any of the following situations:
- (a) The Cooperative shut off service by disconnection at the street or pole because the Cooperative could not obtain access to the meter.
- (b) The member requests that the utility relocate the meter.
- (3) If the Cooperative moves the meter for reasons other than the reasons listed under sub rule (2) of this rule, and the member wants the meter placed in a different location than that selected by the Cooperative, then the member will pay any additional costs.

(Continued on Sheet No. B-9.00)

(Continued from Sheet No. B-8.00)

#### PART 5. BILLING AND PAYMENT STANDARDS

R 460.117 Billing frequency; method of delivery.

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

- (2) The member may designate a third party to receive bills, shutoff notices, or other communications from the Cooperative on the member's behalf if the member submits a document signed by the member and the designated third party to the Cooperative. The receipt of bills by a third party does not make that party responsible for the bills.
- (3) Members who use online billing and payment will have the same rights and responsibilities as members who use paper bills and payment by US mail.

#### R 460.118 Equal monthly billing.

Rule 18. Upon member request, a Cooperative will bill a member with a satisfactory payment history under an equal monthly billing program.

#### R 460.119 Cycle billing.

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

#### R 460.120 Payment of bill.

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

- (2) The Cooperative will not attempt to recover from any member any outstanding bills or other charges due upon the account of any other person.
- (3) The member 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 will be the member's responsibility to contact the Cooperative and arrange payment before disconnection.
- (4) The Cooperative may authorize payment agents to accept payments on behalf of the Cooperative. The authorized agents will accept payment and provide payment receipt, without request, which may be used by the member to verify payment with the Cooperative. The payment receipt will also clearly state any charges or fees for use of the payment agent services. Payment agent locations will be clearly marked as "Authorized Payment Agent for Great Lakes Energy".

(Continued on Sheet No. B-10.00)

(Continued from Sheet No. B-9.00)

#### R 460.121 Payment period.

- Rule 21. (1) The date a bill is sent is the date the Cooperative transmits the billing information to the member. If the last day for payment falls on a Sunday, legal holiday, or other day when the offices of the Cooperative regularly use for the payment of members' bills are not open to the general public, the payment date be extended through the next business day.
- (2) If a member fails to make full payment by the due date, the Cooperative may begin to implement its collection practices including the use of automated telephone calls reminding the member or a third party designated under R 460.117(2) that the bill is past due.

#### R 460.122 Allowable charges.

Rule 22. (1) The Cooperative will bill each member for the amount of electricity consumed and any other approved charges in accordance with the rates and tariffs approved by the Cooperative's Board of Directors. (2) The Cooperative may assess a late payment charge that is not more than 2%, not compounded, of the portion of the bill, net of taxes, that is delinquent. The Cooperative will not assess a late payment charge against a member who is participating in a shutoff protection program described in Part 9 of these rules.

#### R 460.123 Bill information.

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

- (a) The beginning and ending meter readings and dates for the billing period.
- (b) The units of energy consumed during the billing period and the units of energy consumed during the comparable period the prior year.
- (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 member should contact the Cooperative regarding an inquiry or complaint about the bill before the due date.
- (k) The address and telephone number of the Cooperative at which the member may initiate any inquiry or complaint regarding the bill, or the service provided by the Cooperative.
- (2) Online billing.
- (a) The member will not be required to use online billing.
- (b) No enrollment or usage fees will be assessed to a member who chooses to receive bills or member information online.

(Continued on Sheet No. B-11.00)

(Continued from Sheet No. B-10.00)

- (c) The online billing statement will include, at minimum, all information listed in sub rule (1) of this rule.
- (d) The Cooperative will maintain a secure and encrypted site to be accessed by the member of record after completing the secure registration process.
- (e) The Cooperative may require that the member use a password or security question to access the online billing system. The Cooperative will not require the member to use his or her social security number to enroll in or access the billing system.
- (f) Any payment made online will be treated as a payment to the Cooperative office.
- (g) Use of the online system will not restrict the member in using other payment methods. All other payment methods will continue to be available to the member.

### R 460.124 Separate bills.

Rule 24. (1) The Cooperative may combine two or more accounts in conformity with the provisions of R 460.123 or will transmit a separate bill for service provided at each service location if requested by a member.

Notwithstanding the provisions of sub rule (1) of this rule, if there is shutoff or termination of service at a separate residential metering point, residence, or location in accordance with these rules, then the Cooperative may transfer an unpaid balance to any other residential or non-commercial service account of the member.

R 460.125 Billing for non-tariff services Rule 25 – This section deleted

#### R 460.126 Billing error.

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

- (2) If the Cooperative undercharges a member, the following provisions apply:
- (a) In cases that involve unauthorized use of electric service the Cooperative may back bill the member for the amount of the under charge. The Cooperative may also charge all additional fees and cost associated with the unauthorized use of electric service.
- (b) In cases that do not involve unauthorized use of electric service, the Cooperative may back bill the member for the amount of the undercharge during the 12-month period immediately preceding discovery of the error. The Cooperative will offer the member reasonable payment arrangements for the amount of the back bill, which will allow the member to make installment payments over a period at least as long as the period of the undercharge.

(Continued on Sheet No. B-12.00)

(Continued from Sheet No. B-11.00)

#### PART 6. VOLUNTARY TERMINATION OF SERVICE

R 460.127 Voluntary termination.

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

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

#### PART 7 COOPERATIVE PROCEDURES

R 460.128 Applicability.

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

R 460.129 Complaint procedures.

Rule 29. (1) The Cooperative will establish procedures that will ensure the prompt, efficient, and thorough receipt, investigation, and, where possible, resolution of all member inquiries, service requests, and complaints.

(2) The Cooperative will obtain the Board of Directors approval of any substantive changes in its procedures.

R 460.130 Personnel procedures.

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

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

(Continued on Sheet No. B-13.00)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

(Continued from Sheet No. B-12.00)

- (b) That qualified personnel who are responsible for, and authorized to enter into, written settlement agreements on behalf of the Cooperative are available at all times during normal business hours to respond to member inquiries and complaints.
- (c) That qualified personnel are available at all times to receive and respond to member contacts regarding any shutoff of service and emergency conditions that occur within the Cooperative's service area.
- R 460.131 Publication of procedures. Rule 31 This section deleted
- R 460.132 Access to rules and rates.
- Rule 32. (1) The Cooperative will make its rates, rules, and schedules available for online access to all members.
- (2) Upon request, a Cooperative will provide a copy of these rules, explanations, or schedules to a member without charge.
- R 460.133 Reporting requirements Rule 33. This section deleted
- R 460.134 Inspection Rule 34. This section deleted
- R 460.135 Member access to consumption data.
- Rule 35. The Cooperative will provide each member, upon request, a clear and concise statement of the member's actual energy usage.

#### PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE

#### R 460.136 Emergency shutoff.

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

#### R 460.137 Shutoff permitted.

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

- (a) The member has not paid a delinquent account that accrued within the last 6 years.
- (b) The member has failed to provide a deposit.
- (c) The member has engaged in unauthorized use of electric service.
- (d) The member has failed to comply with the terms and conditions of a settlement agreement.
- (e) The member has refused to arrange access 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.

(Continued on Sheet No. B-14.00)

(Continued from Sheet No. B-13.00)

- (f) The member misrepresented his or her identity for the purpose of obtaining electric service or put service in another person's name without permission of the other person.
- (g) The member has violated any rules of the Cooperative approved by the Board of Directors so as to adversely affect the safety of the member or other persons or the integrity of the Cooperative's system.
- (h) A person living in the member's residence is both of the following:
- (i) Has a delinquent account for service with the Cooperative within the past 6 years that remains unpaid.
- (j) The member lived in the person's residence when all or part of the debt was incurred. The Cooperative may transfer the debt to the member's account. This provision does not apply if the member was a minor while living in the person's residence.

#### R 460.138 Notice of shutoff.

Rule 38. (1) The Cooperative will not shut off service unless it sends a notice to the member by first-class mail, not less than 10 days before the date of the proposed shut off. The Cooperative will send notice to the account name and address on file. The Cooperative will maintain a record of the date the notice was sent. (2) The Cooperative upon request will permit a member to designate a consenting individual or agency to

#### R 460.139 Form of notice.

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

(a) The name and address of the member.

receive a copy of a notice of shutoff.

- (b) A clear and concise statement of the reason for the proposed shutoff of service.
- (c) The date on or after which the Cooperative may shut off service unless the member takes appropriate action.
- (d) That the member has the right to enter into a settlement agreement with the Cooperative if the member is presently unable to pay in full.
- (e) The telephone number and address of the Cooperative where the member may make an inquiry or enter into a settlement agreement.
- (f) That the member should contact a social services agency immediately if the member believes he or she might be eligible for an energy assistance program or other emergency economic assistance and should inform the Cooperative of any efforts being made to obtain payment assistance.
- (g) That members who believe they may be eligible for assistance from an energy assistance program should determine if assistance is available before signing a settlement agreement because many agencies will not provide assistance if shutoff is avoided by signing a settlement agreement.
- (h) That the Cooperative will postpone the shutoff of service if a certified medical emergency exists at the member's residence, the member is an eligible low-income member who is actively seeking emergency assistance from an energy assistance program, or eligible military member. Documentation will be required.

(Continued on Sheet No. B-15.00)

(Continued from Sheet No. B-14.00)

- (i) That the Cooperative may require a deposit and restoration charge if the Cooperative shuts off service for nonpayment of a delinquent account or for unauthorized use of electric service.
- (j) That the member should contact the Cooperative for information about a shutoff protection program.

#### R 460.140 Time of shutoff.

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

(2) The Cooperative will not shut off service on a day, or a day immediately preceding a day when the services of the Cooperative are not available to the general public for the purpose of restoring service.

#### 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 member by telephone, if a telephone number is available to the utility, to advise of the pending shutoff and what steps the member 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 member of the pending shutoff. If the telephone number is not available, the member has no telephone, or the telephone contacts are not made, the Cooperative will either leave a notice at the premises advising the member that service will be shutoff on or after the next business day or send notice by first-class mail postmarked at least 5 business days before shutoff of service is scheduled. The Cooperative will document all attempts to contact the member.

- (2) Immediately preceding the shutoff of service, an employee of the Cooperative who is designated to perform that function may identify himself or herself to the member or another responsible person at the premises and may announce the purpose of his or her presence.
- (3) The employee will have in his or her possession a copy of the delinquent account of the member and request any available verification that the outstanding claims have been satisfied. Unless the member presents evidence that reasonably indicates that the claim has been satisfied the employee may shut off service.
- (4) The employee is authorized to accept payment and will not shut off service if the member offers payment in full, together with a Board of Directors-approved charge for sending the employee to the premises, if provided in the Cooperative's schedule of rates and tariffs.
- (5) The member 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 member has paid with a personal check, credit, or debit card within the last 12 months and at least 2 checks has been returned for insufficient funds or no account, or at least 2 credit or debit card payments has been denied excluding financial institution error.

(Continued on Sheet No. B-16.00)

(Continued from Sheet No. B-15.00)

- (6) After notice has been provided in accordance with sub rule (1) of this rule, and if the member does not respond, the employee may shut off service.
- (7) When the Cooperative employee shuts off service, the employee will leave a notice in a conspicuous place upon the premises. The notice will state that service has been shut off, the address and telephone number of the Cooperative where the member may arrange to have service restored, and that any efforts by the member to restore his or her own service are unlawful and dangerous.

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

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

#### R 460.143 Shutoff prohibited.

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

- (a) The member has not paid for items, such as merchandise, appliances, or services that are not approved by the Board of Directors as an integral part of the electric service that is provided by the Cooperative.
- (b) The member has not paid for concurrent service received at a separate metering point, residence, or location.
- (c) The member has not paid for a different class of service received at the same or a different location. The placing of more than 1 meter at the same location for the purpose of billing the usage of specific residential energy-using devices under optional rate schedules or provisions is not a different class of service for the purposes of this rule.

(Continued on Sheet No. B-17.00)

(Continued from Sheet No. B-16.00)

- (d) The member, such as a landlord, has not paid for service used by another person, such as a tenant. The Cooperative may shutoff service, however, in any of the following circumstances where proper notice has been given:
  - (i) If the member 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 member without a major revision of existing distribution facilities. Where it is feasible to provide service, the Cooperative will offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant refuses, the Cooperative may shut off service pursuant to these rules.
- (e) The member or the spouse of a member who is called to full-time active military service by the president of the United States or the governor of Michigan during a time of declared national or state emergency or war, except as otherwise provided in R 460.150.

#### R 460.144 Restoration of service.

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

#### PART 9. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS

R 460.145 Listing of energy assistance programs.

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

#### R 460.146 Notice of energy assistance programs.

Rule 46. (1) The Cooperative will annually inform each member of the following information:

- (a) The federal and state energy assistance programs that are available and the eligibility requirements of the programs, as provided to the Cooperative by the Michigan Public Service 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.

(Continued on Sheet No. B-18.00)

(Continued from Sheet No. B-17.00)

- (d) The military shutoff protections of R 460.150.
- (2) The Cooperative will provide the information required by the provisions of sub rule (1) of this rule to all members. The information in sub rule (1) of this rule may be explained on the member's bill or provided as a bill insert, or other transmittal. This information will also be posted on the Cooperative's website.
- (3) If additional information regarding energy assistance programs becomes available after the Cooperative's initial notice to members, the Michigan Public Service Commission will provide that information to all utilities. Within 60 days of receiving the information, the Cooperative will provide the new eligibility requirements or benefits levels for energy assistance programs to all of its members and the new benefit levels to all members currently enrolled in the programs.
- (4) When a member receives a past-due notice from the Cooperative, the Cooperative will provide the member access to information about energy assistance programs referenced in sub rules (1) and (3) of this rule, which will, at minimum, include a telephone number of a Cooperative representative able to provide this information.

## R 460.147 Medical emergency.

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

#### R 460.148 Winter protection plan for low-income members.

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

(Continued on Sheet No. B-19.00)

(Continued from Sheet No. B-18.00)

- (2) The Cooperative may shut off service to an eligible low-income member who does not pay the monthly amounts referred to in sub rule (1) of this rule after giving notice in the manner required by these rules. The Cooperative is not required to offer a settlement agreement to an eligible low-income member who fails to make the monthly payments referred to in sub rule (1) of this rule.
- (3) If an eligible low-income member fails to comply with the terms and conditions of this rule, a Cooperative may shut off service after giving the member notice, by personal service or first-class mail, which contains all of the following information:
- (a) The eligible low-income member has defaulted on the winter protection plan.
- (b) The nature of the default.
- (c) That unless the member makes the payments that are past due under this rule within 10 days of the date of mailing, the Cooperative may shut off service.
- (d) The date on or after which the Cooperative may shut off service unless the member takes appropriate action.
- (e) The telephone number and address of the Cooperative where the member may make inquiry, enter into a settlement agreement.
- (f) That the member should contact a social services agency immediately if the member believes he or she might be eligible for emergency economic assistance.
- (g) That the Cooperative will postpone shutoff of service if a medical emergency exists at the member's residence and the member provides the documentation as specified in R 460.147.
- (h) That the Cooperative may require a deposit and restoration charge if the Cooperative shuts off service for nonpayment of winter protection monthly amounts.
- (i) That the Cooperative will not shut off service if the member or the spouse of the member is on active military duty.
- (4) At the conclusion of the space heating season, the Cooperative will reconcile the accounts of eligible low-income members and permit members to pay any amounts owing in equal monthly installments between April 1 and October 31. A Cooperative may shut off service to eligible members who fail to make installment payments on a timely basis in the manner required by these rules.
- (5) Except where unauthorized use of Cooperative service has occurred at a member's premises within the past 2 years and the bill remains unpaid, during the space heating season a Cooperative will not require an eligible low-income member, whose Cooperative service has been shut off, to pay a fee for restoring service or a security deposit pursuant to the provisions of R 460.109 or R 460.110, before applying for protection under this rule.
- (6) Except where unauthorized use of Cooperative service has occurred within the past 2 years at the premises where the member has resided and the bill remains unpaid or safety is a concern, the cooperative 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.

(Continued on Sheet No. B-20.00)

(Continued from Sheet No. B-19.00)

- (7) Winter protection provisions of these rules do not apply to members who have been shut off or who have a pending shutoff for unauthorized use of Cooperative service within the past 2 years at the member's current premises until all charges are paid in accordance with these rules or satisfactory payment arrangements are made with the Cooperative.
- (8) Upon request, the Cooperative will provide members who enroll in the winter protection program with documentation that they are participating in the program.
- (9) Bills issued to members participating in the winter protection program will clearly identify the minimum amount that the member must pay to prevent shutoff of service. The Cooperative may bill at higher amounts to recover past due amounts and the Cooperative may encourage members to pay amounts in excess of the minimum provided that the minimum payment is clearly designated on the bill.

R 460.149 Winter protection plan for senior citizens.

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

- (2) At the member's request, a Cooperative will restore service to an eligible senior citizen member during the space heating season without payment of the amount due, deposits, reconnection fees, or other charges.
- (3) At the conclusion of the space heating season, the Cooperative will reconcile the accounts of eligible senior citizen members and permit them to pay any amounts owing in equal monthly installments between April 1 and October 31.

#### R 460.150 Military protections.

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

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

R. 460.151 Disputed claim Rule 151. – This section deleted

R 460.152 Utility hearing and hearing office Rule 152. – This section deleted

R. 460.153 Notice of hearing Rule 153. – This section deleted

R 460.154 Hearing procedure Rule 154. – This section deleted

(Continued on Sheet No. B-21.00)

(Continued from Sheet No. B-20.00)

## R 460.155 Settlement agreement.

Rule 55. (1) If the member claims an inability to pay the outstanding bill in full, then the Cooperative will offer the member the ability to enter into a settlement agreement.

- (2) The Cooperative will confirm the terms of the settlement agreement with the member and will send a signed copy of the settlement to the member or the members authorized representative. The Cooperative will retain documentation of the original settlement agreement for 2 years. In case of a dispute over the terms of a settlement agreement, the Cooperative will have the burden of proving that the member understood and accepted the terms of the settlement agreement.
- (3) In negotiating a settlement agreement due to the member's inability to pay an outstanding bill in full, the Cooperative will not require the member to pay more than a reasonable amount of the outstanding bill upon signing the agreement and not more than reasonable installments until the remaining balance is paid.
- (4) For purposes of determining reasonableness, the parties will consider all of the following factors:
- (a) The size of the delinquent account.
- (b) The member's ability to pay.
- (c) The time that the debt has been outstanding.
- (d) The reasons that the member has not paid the bill.
- (e) The member's payment history.
- (f) Any other relevant factors concerning the circumstances of the member.
- (5) A settlement agreement that is offered by the Cooperative will state that signing the agreement may prevent the member from seeking payment assistance from a social services agency.

#### R 460.156 Default of settlement agreement.

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

- (a) That the member is in default of the settlement agreement.
- (b) The nature of the default.
- (c) That unless the member pays in full within 10 business days of the date of mailing, the utility may shut off service.
- (d) The date on or after which the Cooperative may shut off service.
- (2) The Cooperative is not required to enter into a subsequent settlement agreement with a member until he or she has complied fully with the terms of a previous settlement agreement, unless the member demonstrates a significant change in economic circumstances and requests a modification of the settlement agreement as provided by R 460.155(5).
- (3) The Cooperative is not required to enter into a subsequent settlement agreement with a member who defaulted on the terms and conditions of an agreement within the last 12 months.
- (4) If the member and utility reach a settlement agreement following a notice of shutoff, the failure of the member to abide by the terms of the settlement agreement during the first 60 days of the agreement constitutes a waiver of the notice required by sub rule (1) of this rule. The utility may shut off service after notice as described in the provisions of R 460.138, R 460.139, or R 460.142, if applicable.

(Continued on Sheet No. B-22.00)

(Continued from Sheet No. B-21.00)

- R 460.157 Same dispute. Rule 57. This Section deleted.
- R 460.158 Informal appeal. Rule 58. This Section deleted
- R 460.159 Filing procedures. Rule 59. This Section deleted.
- R 460.160 Informal appeal procedures. Rule 60. This Section deleted.
- R 460.161 Interim determination. Rule 61. This Section deleted.
- R 460.162 Appeal review. Rule 62. This Section deleted.
- R 460.163 Shutoff pending decision. Rule 63. This Section deleted.
- R 460.164 Informal appeal decision. Rule 64. This Section deleted.
- R 460.165 Failure to comply with informal appeal decision. Rule 65. This Section deleted.
- R 460.166 Same dispute. Rule 66. This Section deleted.
- R 460.167 Formal appeal. Rule 67. This Section deleted.
- R 460.168 Other remedies. Rule 68. . This Section deleted.
- R 460.169 Scope of rules. Rule 69. This Section deleted.

R 460.1601 – R 460.1640 applying to non-residential retail service provided by electric and gas utilities subject to the jurisdiction of the Michigan Public Service Commission are deleted. The provisions therein have been incorporated into the Cooperative's Consumer Standards and Billing Practices for Electric Service.

# SECTION C STANDARD RULES AND REGULATIONS

#### **SECTION I -INTRODUCTION**

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

## **SECTION II -TERMS AND CONDITIONS OF SERVICE**

#### A. <u>Membership and Electric Service</u>

Each applicant for electric service may be required to sign the Cooperative "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.

#### B. Ownership and Responsibility

1. <u>Cooperative Owned Facilities</u> - The Cooperative will normally install, own, operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Cooperative's Standard Drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Cooperative's service line at a location satisfactory to the Cooperative shall be the responsibility of the Member-Consumer. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the Member-Consumer will be responsible for all costs incurred by the Cooperative to correct these conditions.

(Continued on Sheet No. C-2.00)

(Continued from Sheet No. C-1.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

- 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. The Cooperative shall not be liable for trespass or damages for maintaining its lines in accordance with legal, regulatory and/or prevailing industry standards. 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. <u>Use of Facilities</u> 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.
- Protection The Member-Consumer shall use reasonable diligence to protect the c. 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 Cooperative in cases where the meter or wiring on the Member-Consumer's premises has been tampered with or altered in any manner to allow unmetered or improperly metered energy to be used. In case of such unauthorized use of service, the Cooperative will continue service only after the Member-Consumer has agreed to pay for the unmetered energy used, pay all costs of discovery and investigation including rewards for discovery, administrative costs, and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the Cooperative. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the Cooperative. Restoration of service will be made upon receipt of reasonable assurance of the Member-Consumer's compliance with the Cooperative's approved Standard Rules and Regulations.

(Continued on Sheet No. C-3.00)

(Continued from Sheet No. C-2.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

- 2. Member-Consumer Owned Facilities The Cooperative reserves the right to deny or terminate service to any Member-Consumer whose wiring or equipment shall constitute a hazard to the Cooperative's equipment or its service to others. However, it disclaims any responsibility to inspect the Member-Consumer's wiring, equipment or any subsequent wiring changes or modifications and shall not be held liable for any injury or damage or billing errors resulting from the condition thereof.
  - a. The Member-Consumer shall be responsible for inadequate performance of such facilities. Before purchasing equipment or installing wiring, it shall be the Member-Consumer's responsibility to check with the Cooperative as to the characteristics of the service available. Any changes required to bring the Member-Consumer's service into compliance with code will be paid for by the Member-Consumer. The Cooperative reserves the right to make reasonable service charges for work performed by the Cooperative personnel resulting from malfunction of the Member-Consumer's facilities.
  - b. The Member-Consumer shall be responsible for notifying the Cooperative of any additions to or changes in the Member-Consumer's equipment which might exceed the capacity of the Cooperative's facilities, or otherwise affect the quality of service. The Member-Consumer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electric service. The Member-Consumer shall install and maintain the necessary devices to protect his/her equipment against service interruptions and other disturbances on the Cooperative's system, as well as the necessary devices to protect the Cooperative's facilities against overload caused by the Member-Consumer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Cooperative.

#### C. Use of Service

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

(Continued on Sheet No. C-4.00)

(Continued from Sheet No. C-3.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

#### 1. Notice of Intent

a. <u>Application</u> - Prior to use of electric service, each Member-Consumer shall make proper application to the Cooperative and shall furnish all reasonable information required by the Cooperative. Failure to comply with this requirement may result in refusal by the Cooperative to provide service.

Any Member-Consumer using service without first notifying and enabling the Cooperative to establish a beginning meter reading may be held responsible for any amounts due for service supplied to the premises from the time of the last reading reported immediately preceding his/her occupancy.

b. <u>Termination</u> - Any Member-Consumer desiring termination of service shall so notify the Cooperative at least ten (10) business days in advance so the service may be discontinued on a mutually agreeable date. Member-Consumers failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the Cooperative is obtained.

## 2. Conditions of Use

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

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

#### 3. Nonstandard Service

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

(Continued on Sheet No. C-5.00)

(Continued from Sheet No. C-4.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

The usual supply of electric service shall be subject to the provision of these 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 exceed the capabilities of the Cooperative system in the area, or otherwise necessitate unusual investments by the Cooperative in service facilities or where the permanence of the service is questionable.

## 4. Resale of Electric Energy

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

## 5. <u>Service to Single Metering Points</u>

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

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

#### 6. Point of Attachment

Where suitable service is available, the Cooperative will install service connections from its distribution lines to a suitable point of attachment on the Member-Consumer's premises designated by the Cooperative. Where the Member-Consumer requests a point

(Continued on Sheet No. C-6.00)

(Continued from Sheet No. C-5.00)

# SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

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 his/her service entrance facilities in compliance with code requirements and specifications set forth by the Cooperative.

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

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

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

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

# 7. Requirements for Permanent Service

For any service to be considered permanent, a structure with a foundation must be present on the site and said structure must be connected to the electrical service being supplied.

In addition to the above paragraph, to further qualify as a Permanent Dwelling there must be a County approved septic tank (or connection to municipal sewer) and a well (or connection to municipal water) along with meeting the qualifications outlined in Section III.

(Continued on Sheet No. C-6.01)

(Continued from Sheet No. C-6.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

# 8. <u>Service to Non-permanent Residences Used as Dwelling Units</u>

The Cooperative will make service connections to house trailers, tiny houses, pre-built sheds, vans, buses, recreational vehicles (RVs), or any other dwelling of a non-permanent and/or mobile nature without special charges, except as specified herein under Section III, when the Member-Consumer owns the premises, has secured the dwelling to a permanent foundation or built a separate permanent structure with a foundation, and has installed a County approved septic tank and well for his/her own use.

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

(Continued on Sheet No. C-7.00)

(Continued from Sheet No. C-6.01)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

#### D. <u>Nature and Quality of Service</u>

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. <u>Metering and Metering Equipment</u>

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

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

1. <u>Meter Testing</u> - All testing of metering equipment will be done by qualified personnel, either Cooperative employees or by independent agents meeting the requirements of both the Cooperative and the Commission. The Cooperative may, at its option, either conduct field tests on the Member-Consumer's premises or remove metering equipment for shop testing.

(Continued on Sheet No. C-8.00)

(Continued from Sheet No. C-7.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

- a. <u>Routine Tests</u> The Cooperative will, through test procedures established by the Commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the Commission.
- b. Tests Requested by Member-Consumers Tests of individual meters will be made upon request of the Member-Consumer, with payment of a meter test fee in advance of the test. The Cooperative reserves the right to refuse to test any meter upon request more frequently than once in six (6) months. If such test reveals meter registration of more than 102% of that of the test equipment, the charge will be refunded, and a billing adjustment made. If meter accuracy is found to be within the plus or minus two percent (2%) accuracy range, the charge will not be refunded, and a billing adjustment will not be required. When it appears that there may be sufficient reason to question meter accuracy (for example, a marked increase in metered consumption without a corresponding change in a Member-Consumer's living or working patterns or in the number and kind of appliances or equipment in use on the Member-Consumer's premises), the Cooperative may waive the meter test charge or it may install a second meter, at no charge to the Member-Consumer, to provide check readings.
- c. <u>Failure to Register</u> 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.
- d. <u>Inspection Requirements</u> All new meter installations must be inspected by the county electrical inspector presiding in the county in which the meter is installed. This includes any meters installed for the purpose of supplying agricultural loads.
- e. <u>Meter Disconnection</u> If any meter remains out of service for a period of more than twelve consecutive months it may be disconnected at the Cooperative's discretion. Any costs associated with reconnection shall be the responsibility of the Member-Consumer making the request.
- 2. <u>Location of Meters</u> 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.

(Continued on Sheet No. C-8.01)

(Continued from Sheet No. C-8.00)

# SECTION II -SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

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.

(Continued on Sheet No. C-9.00)

(Continued from Sheet No. C-8.01)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

## 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:

Special Service Request Charge	
During Regular Working Hours	\$75
Outside Regular Working Hours	\$125
Outside Regular Working Hours – Lineworker	\$250
Account Transfer Charge	\$10.00
Meter Test Charge	\$55.00
Reconnect /Disconnect Trip Charge	
During Regular Working Hours	\$40.00
Outside Regular Working Hours	\$75.00
Bad Check Handling Charge	\$30

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, Christmas Eve Day, and Christmas Day. The Cooperative reserves the right to close its office on the Friday preceding or the Monday following a listed holiday that occurs on a Saturday or Sunday.

## G. Other Conditions of Service

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

(Continued on Sheet No. C-10.00)

(Continued from Sheet No. C-9.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

- a. <u>At the Member-Consumer's Request</u>
  - (1) <u>Upon Termination</u> The Cooperative will disconnect service with no charge to the Member-Consumer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same Member-Consumer or property owner, a reconnect charge will be applied. The reconnect charge will be increased by the amount of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve (12) month period immediately following disconnect.
  - (2) <u>For Repairs</u> The Cooperative will temporarily disconnect service to facilitate repairs or other work on the Member-Consumer's equipment or premises. Special service charges as set forth in Section II, F, will be applicable.
- b. <u>At the Cooperative's Option</u> Commercial and Industrial (Also see Section II, D)
  - (1) <u>With Due Notice</u> The Cooperative may disconnect service upon due notice for any of the following reasons:
    - (a) For violation of these rules and regulations.
    - (b) For failure to fulfill contractual obligations.
    - (c) For failure to provide reasonable access to the Member-Consumer's premises.
    - (d) For failure to pay any bill within the established collection period.
    - (e) For failure to provide deposits as provided elsewhere in these rules.
    - (f) Upon written notice from governmental inspection authorities of condemnation of the Member-Consumer's facilities or premises.
    - (g) For fraudulent representation as to the use of service.
  - (2) <u>Without Notice</u> The Cooperative reserves the right to disconnect service without notice for any of the following reasons:

(Continued on Sheet No. C-11.00)

(Continued from Sheet No. C-10.00)

# SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

- (a) Where hazardous conditions exist in the Member-Consumer's facilities.
- (b) Where the Member-Consumer's use of service adversely affects the Cooperative's facilities or service to other Member-Consumers.
- (c) For unauthorized reconnection after disconnection with due notice.
- (d) For unauthorized use of or tampering with the Cooperative's service or facilities.
- (3) Reconnect After service has been discontinued at the Cooperative's option for any of the above reasons, service will be reconnected only after the Member-Consumer has taken necessary corrective action and made satisfactory arrangement for payment of all fees and charges, including any applicable reconnect fee and deposits to guarantee payment for service.
- 2. <u>Rate Application</u> 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, if requested by the Member-Consumer, separately billed.
  - a. <u>Selection of Rates</u> In some cases the Member-Consumer is eligible to take service under any one or two or more rates. Upon request, the Cooperative will advise the Member-Consumer in the selection of the rate which will give him/her the lowest cost of service, based on the information provided to the Cooperative, but the responsibility for the selection of the rate lies with the Member-Consumer.

After the Member-Consumer has selected the rate under which he elects to take service, the Member-Consumer will not be permitted to change from that rate to another rate until at least twelve (12) months have elapsed. Neither will the Member-Consumer be permitted to evade this rule by temporarily terminating service. However, the Cooperative may, at its option waive the provisions of this

(Continued on Sheet No. C-12.00)

(Continued from Sheet No. C-11.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.

No refund will be made of the difference in charges under different rates applicable to the same class of service.

- b. <u>Apartment Buildings and Multiple Dwellings</u> An apartment building or multiple dwelling shall be considered as one containing nine or more rooms in which single rooms, suites or groups of rooms have individual cooking and kitchen sink accommodations. Service supplied through a single meter to an apartment building or multiple dwelling containing less than three apartments may be billed on the residential service rates on a single Member-Consumer basis. Service supplied through a single meter to an apartment building or multiple dwelling containing three or more apartments shall be billed in accordance with the following provisions:
  - (1) Apartment Buildings or Multiple Dwellings Containing Three or Four Apartments The Member-Consumer may have the option of being billed under either the Residential Service Rate or the appropriate General Service or Commercial and Industrial Service Rate. For the purpose of billing under the Residential Service Rate, the initial charge, the kilowatt hour blocks, and the minimum charge shall be multiplied by the number of apartments served through one meter.
  - (2) <u>Apartment Buildings or Multiple Dwellings Containing Five or More Apartments</u> The Member-Consumer shall be billed under the appropriate General Service or Commercial and Industrial Service Rate.
- c. <u>Homes or Dormitories for Groups Other Than Private Family Units</u> Service supplied through a single meter to rooming houses, dormitories, nurses' homes, and other similarly occupied buildings containing sleeping accommodations for more than six persons shall be classified as commercial and billed on the appropriate service rate.

(Continued on Sheet No. C-13.00)

(Continued from Sheet No. C-12.00)

## SECTION II -TERMS AND CONDITIONS OF SERVICE (Cont'd)

- d. <u>Farm Service</u> Service shall be available to farms for residential use under Residential Service Rate, and in addition service may be used through the same meter for any purpose as long as such use is confined to single phase service for the culture, processing and handling of products grown or used on the Member-Consumers' farm. Use of service for purposes other than set forth above shall be served and billed on the appropriate General Service or Commercial Industrial Rate.
- e. <u>Year-Round Service</u> Service to a Member-Consumer at the address shown on his/her driver's license and voter's registration card.
- f. <u>Seasonal Service</u> Service to Member-Consumers other than to year-round Member-Consumers.

(Continued on Sheet No. C-14.00)

(Continued from Sheet No. C-13.00)

#### **SECTION III - CONSTRUCTION POLICY**

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

All applicants for new electric service, with the exception of Outdoor Lighting Service, will be required to deposit in advance of construction a nonrefundable service fee of \$75.00 for a service connection.

Contributions in aid of construction (CIAC) 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. Overhead Extension Policy

## 1. Residential Service

a. <u>Charges</u> - For each Permanent Dwelling, the Cooperative will provide a single-phase line extension including up to a 25-kVA overhead transformer, service drop, and 200 amp rated meter at no charge for a distance of 300 feet, excluding right of way clearing. Distribution line extensions in excess of the above footage will require an advance nonrefundable contribution in aid of construction (CIAC) of \$9.00 per foot for primary excess footage and \$6.00 per foot for all secondary excess footage. There will also be a nonrefundable CIAC for right of way clearing. Extensions that require larger than a 25-kVA transformer per member and three-phase extensions will be on the same basis as Commercial and Industrial.

(Continued on Sheet No. C-15.00)

(Continued from Sheet No. C-14.00)

## SECTION III - CONSTRUCTION POLICY (Cont'd)

## 2. <u>Commercial or Industrial Service</u>

- a. <u>Cooperative Financed Extensions</u> The Cooperative will finance the construction cost necessary to extend its facilities to serve commercial or industrial Member-Consumers when such investment does not exceed **five** (5) times the annual net revenue anticipated to be collected from Member-Consumers initially served by the extension.
- b. <u>Charges</u> 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.

(Continued on Sheet No. C-16.00)

(Continued from Sheet No. C-15.00)

## **SECTION III - CONSTRUCTION POLICY (Cont'd)**

c. <u>Refunds</u> - 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) <u>Original Member-Consumer</u>

At the end of the first complete 5-year period immediately following the date of the initial service, the Cooperative will compute a revised initial investment based on **Five** (5) times the actual net revenue provided by the original Member-Consumer in the 5-year period. Any amount by which **five** times the actual annual net 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. Any amount by which **five** times the actual annual net revenue is less than the Cooperative's initial investment will be paid by the Member-Consumer to the Cooperative.

## 3. <u>Service Extensions to Loads of Questionable Permanence</u>

When service is requested for loads of questionable permanence, such as, but not limited to, sawmills, mixer plants, gravel pits, oil wells, oil facilities, **cryptocurrency mining, marijuana growing and/or processing facilities, or other loads as determined by the Cooperative**, the Cooperative will install, own, operate and maintain all distribution facilities up to the point of attachment to the Member-Consumer's service equipment subject to the following:

(Continued on Sheet No. C-17.00)

(Continued from Sheet No. C-16.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

- a. <u>Charges</u> Prior to the commencement of construction, the Member-Consumer shall make a deposit with the Cooperative in the amount of the Cooperative's estimated construction and removal less cost of salvage. Such estimates shall include the cost of extending the Cooperative distribution facilities **including the cost of the transformer** and of increasing capacity of its existing facilities to serve the Member-Consumer's load.
- b. <u>Refunds</u> At the end of each year the Cooperative will make a refund on the amount deposited from revenues derived from the Member-Consumer for electric service from the facilities covered by the deposit. The amount of such refund for any given year or part thereof shall be computed as follows:
  - (1) Year to year for the first four years of the deposit period
    - (a) Twenty percent (20%) of the deposit if this amount is equal to or less than 20% of the new annual revenue, excluding fuel adjustment and sales tax revenues.
    - (b) Twenty percent (20%) of the new annual revenue excluding fuel adjustment and sales tax revenues if this amount is less than 20% of the deposit.
  - (2) The final year of the five-year refund period
    - (a) If at the end of the five-year refund period, the total revenue for that period, excluding fuel adjustment and sales tax revenues, is equal to or greater than five (5) times the original deposit, the balance of the deposit will be refunded.
    - (b) If at the end of the five-year refund period, the total revenue, excluding fuel adjustment and sales tax revenue, is less than five (5) times the original deposit, the refund for the fifth year will be applied in accordance with 1 a or b above.

No refund is to be made in excess of the deposit and the deposit shall bear no interest.

(Continued on Sheet No. C-18.00)

(Continued from Sheet No. C-17.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

## B. <u>Underground Service Policy</u>

#### 1. General

This portion of the rules provides for the extension and/or replacement of underground electric distribution facilities.

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 equal to the estimated cost of construction.

(Continued on Sheet No. C-19.00)

(Continued from Sheet No. C-18.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

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 equal to \$10.00 per foot shall be added for practical difficulties associated with winter construction in areas where frost is present in the ground. The Cooperative reserves the right to determine when such additional charges are to be applied and further reserves the right to postpone installation of underground for extreme ground difficulties present during winter construction. Under these circumstances, the cooperative may authorize the member-consumers' electrician to install conduit for such secondary installations during winter construction. 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.

## 2. Residential Service

These provisions will apply to permanent dwellings. Non-permanent dwellings and/or mobile homes will be considered permanent dwellings when meeting the Cooperative's requirements for permanent installations as defined in Section II, C, 7.

#### 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.

(Continued on Sheet No. C-20.00)

(Continued from Sheet No. C-19.00)

## SECTION III - CONSTRUCTION POLICY (Cont'd)

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

For the 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, standard 200-amp service. 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.

(Continued on Sheet No. C-21.00)

(Continued from Sheet No. C-20.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

(a) <u>Charges</u> - Prior to commencement of construction, the owner or developer shall deposit with the Cooperative an amount equal to the estimated cost of construction of the distribution system.

## (b) Refunds -

Following completion of its construction work order covering construction of the distribution system, the Cooperative will refund any amount by which its original estimate exceeds the actual construction costs. During the five-year period immediately following completion of the construction, the Cooperative will refund \$1,250.00 for each permanent residential Member-Consumer connected within the subdivision. Such refunds will be made only to the original depositor and in total shall not exceed the original deposit. The deposit shall bear no interest.

- (2) <u>Service Laterals</u> The Cooperative will install, own, operate and maintain an underground service lateral from termination of its facilities at the property line to a metering point on each new residence in the subdivision.
  - (a) Contribution The Cooperative will provide a single-phase underground line extension including a pad-mounted transformer, service, and meter at no charge, excluding right of way clearing. There will be a non-refundable contribution in aid of construction (CIAC) for right of way clearing. Other costs necessary for providing service including permit fees, backhoe, conduit, boring, and hand-digging shall be paid by the member requesting service as a CIAC. Extensions that require a transformer larger than 25 kVA and three-phase extensions will be on the same basis as Commercial and Industrial.

#### b. Other Residential Underground Facilities

At the option of the applicant the Cooperative will provide underground facilities from existing overhead facilities in unplatted areas or in subdivisions where overhead electric distribution facilities have been installed.

(Continued on Sheet No. C-22.00)

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## **SECTION III - CONSTRUCTION POLICY(Cont'd)**

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

## (1) <u>Extension of Existing Distribution Systems in Platted Subdivisions</u>

Any such extension shall be considered a distinct, separate unit, and any subsequent extension therefrom shall be treated separately.

(a) Charges- The Cooperative will provide a single-phase underground line extension including a pad-mounted transformer, service, and meter at no charge for a distance of 300 feet. Distribution line extensions in excess of 300 feet, will require an advance nonrefundable contribution in aid of construction (CIAC) of \$11.00 per foot for primary excess footage and \$6.50 per foot for secondary excess footage for a 200-amp service or \$8.00 per foot for secondary excess footage for a service larger than 200 amps. There will also be a non-refundable CIAC for right of way Additional costs necessary for providing service including permit fees, backhoe, conduit, boring, and hand-digging shall be paid by the member requesting service as a CIAC. Extensions that require larger than a 25-kVA transformer per member and three-phase extensions will be on the same basis as Commercial and Industrial.

(Continued on Sheet No. C-23.00)

(Continued from Sheet No. C-22.00)

## **SECTION III - CONSTRUCTION POLICY (Cont'd)**

- (2) <u>Distribution Systems in Unplatted Areas</u> The Cooperative will extend its primary or secondary distribution system or service lateral from existing overhead or underground facilities. When any such extension is made from an existing overhead system the property owner may be required to provide an easement for extension of the overhead system to a pole on his/her property where transition from overhead to underground can be made.
  - (a) Contribution The Cooperative will provide a single-phase underground line extension including a transformer, service, and meter at no charge for a distance of **300** feet. Distribution line extensions in excess of **300** feet, will require an advance nonrefundable contribution in aid of construction (CIAC) of \$11.00 per foot for primary excess footage and \$6.50 per foot for secondary excess footage for a 200-amp service or \$8.00 per foot for secondary excess footage for a service larger than 200 amps. There will also be a nonrefundable CIAC for right of way clearing. All other costs necessary for providing service including permit fees, backhoe, conduit, boring, and hand-digging shall be paid by the member requesting service as CIAC. Extensions that require larger than a 25-kVA transformer per member and three-phase extensions will be on the same basis as Commercial and Industrial.

#### 3. Nonresidential Service

a. <u>Commercial Service</u> - 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.

(Continued on Sheet No. C-24.00)

(Continued from Sheet No. C-23.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

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

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

Such facilities would serve commercial or industrial Member-Consumers in areas where little aesthetic improvement would be realized if such facilities were placed underground; or

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

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

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

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

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

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

(Continued on Sheet No. C-25.00)

(Continued from Sheet No. C-24.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

- (1) <u>Contribution</u> Members requesting a three-phase underground line extension for service to a new facility or premise shall pay as a contribution in aid of construction (CIAC) all costs necessary for providing service to the new facility or premise, **including the cost of the transformer**, in excess of **five** times the member's estimated annual net revenue. Annual net revenue is defined as revenue derived from the member during a consecutive twelve-month period less the Cooperative's purchased power costs for that member. Additional costs will be charged to the Member-Consumer for non-standard service installations.
- b. <u>Industrial Service</u> 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.
  - <u>Contribution</u> The applicant shall make a contribution according to the provisions above for commercial service.
- c. <u>Mobile Home Parks</u> Distribution facilities in new mobile home parks shall be placed underground. Extension from existing overhead systems in mobile home parks will be placed underground at the option of the park owner.

The Cooperative will furnish, install, own, and maintain the entire underground electric distribution system including the pre-meter portion of the service lateral cables for new mobile home parks. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Cooperative and other utilities where satisfactory agreement for reimbursement exists between the Cooperative and the other utilities.

(Continued on Sheet No. C-26.00)

(Continued from Sheet No. C-25.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

The service for tenant loads normally available from the system will be at secondary voltage, single-phase, 120/240 volt, three-wire, 60 hertz, **200 amp**. Three-phase service will be made available for pumps and service installations only under terms of a separate agreement. Certain related equipment, such as padmounted transformers, switching equipment, and service pedestals may be abovegrade. The area must be suitable for the direct burial installation of cable.

This service is limited to mobile home parks in which the service is metered by the Cooperative at secondary voltage.

Cooperative cables shall be separated by at least five feet from paralleling underground facilities which do not share the same trench. The park owner's cable systems, such as community antenna systems, should be in separate trenches, if possible. Subject to an agreement with the Cooperative, these cable systems may occupy the same trench. The park owner must agree to pay a share of the trenching cost plus the extra cost of the additional backfill if required and agree to notify the other using utilities when maintenance of his/her cables requires digging in the easement.

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

In the event the park owner requests relocation of facilities, or such facilities are endangered by change in grade, the park owner shall pay the cost of the relocation or rearrangement of the facilities.

- (1) <u>Contribution</u> Prior to commencement of construction, the owner or developer shall deposit with the Cooperative an amount equal to the estimated cost of construction of the distribution system.
- (2) Refunds Following completion of its construction work order covering construction of the distribution system, the Cooperative will refund any amount by which its original estimate exceeds the actual construction costs. During the five-year period immediately following completion of the construction, the Cooperative will refund \$1,250.00 for each permanent residential Member-Consumer connected within the subdivision. Such refunds will be made only to the original depositor and in total shall not exceed the original deposit. The deposit shall bear no interest.

(Continued on Sheet No. C-27.00)

(Continued from Sheet No. C-26.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

# 4. Other Conditions

a. <u>Replacement of Overhead Facilities</u> - Existing overhead electric distribution service lines shall, at the request of an applicant(s), be replaced with underground facilities where, in the opinion of the Cooperative, such replacement will not be detrimental to the electric service to other Member-Consumers.

Before actual replacement work is performed, the Cooperative will estimate the cost of moving the poles, anchors or other appurtenances and an advance deposit in the amount of the estimate, in addition to a Special Services Request Charge must be received from the firm person or persons requesting such replacement. In addition, prior to any work, the requesting party must fulfill any requirements relating to easements as outlined below in Section III, C, 1, b. Upon completion of the replacement work, the Cooperative will determine the actual costs of the replacement, and the firm person or persons requesting the work will be billed or credited for the difference between the advance deposit and the actual cost.

b. <u>Underground Installations at Cooperative's Discretion</u> - Where the Cooperative, at its own discretion, 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.

# C. <u>Miscellaneous General Construction Policy</u>

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-28.00)

Issued: **December 1, 2022**By **Shaun Lamp**President and CEO
Boyne City, Michigan

(Continued from Sheet No. C-27.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

b. Other Easement and Permits - Where suitable easements do not exist, the Cooperative will provide the necessary easement forms and solicit their execution. The applicant(s), as a condition of service, will be ultimately responsible for obtaining all easements and permits as required by the Cooperative, for construction, operation, maintenance, and protection of the facilities to be constructed. Where State or Federal lands are to be crossed to extend service to an applicant or group of applicants, the additional costs incurred by the Cooperative for rights-of-way and permit fees shall be borne by the applicant(s).

#### 2. <u>Temporary Service</u>

Member-Consumers desiring temporary service for a short time only, such as for construction jobs, traveling shows, outdoor or indoor entertainments or exhibitions, etc. shall pay the charge per Member-Consumer per month provided in applicable rate schedules. In addition, such Member-Consumer shall pay installation and removal charges as follows:

- a. Member-Consumers requesting a single-phase temporary service within fifteen feet of existing facilities shall pay, prior to construction, a nonrefundable contribution in aid of construction (CIAC) in the amount of \$775 for underground and \$525 for overhead installations plus the estimated cost of service under the terms of applicable rate schedules.
- b. Member Consumers requesting a single-phase temporary service beyond fifteen feet from existing facilities or requesting three-phase temporary service, shall pay, prior to construction, a refundable contribution in aid of construction equal to the cost of installing and removing temporary facilities plus the estimated cost of service under the terms of applicable rate schedules. The refund shall adhere to the requirements outlined in section c. immediately following.
- c. For a period of five years from the date of service connection, the Member-Consumer shall be eligible for a refundable amount as outlined under Section III, A, 1 a. or Section III, B, 2, b 2 a, as applicable, upon evidence that the site now meets the criteria of a Permanent Dwelling.

(Continued on Sheet No. C-29.00)

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(Continued from Sheet No. C-28.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

# 3. <u>Moving of Buildings or Equipment</u>

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.

# a. <u>Within regular working hours:</u>

- (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.

# 4. <u>Relocation of Facilities</u>

- 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 the following exceptions:

(Continued on Sheet No. C-30.00)

(Continued from Sheet No. C-29.00)

#### **SECTION III - CONSTRUCTION POLICY (Cont'd)**

- (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.
- If the Cooperative's poles, anchors, or other appurtenances are located on private c. property, the political subdivision must agree in advance to reimburse the Cooperative for any expenses involved in relocating its facilities.
- When the Cooperative is requested to relocate and/or upgrade its facilities for d. 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:
  - The relocation/upgrade is made for the convenience of the Cooperative. (1)
  - The relocation/upgrade is associated with other regularly scheduled (2) conversion or construction work at the same location and can be done at the same time.
- Before actual work is performed under Section III, C,4, c, and d above, the e. Cooperative will estimate the total cost of the work. An advance deposit, in addition to a Special Services Request Charge, in the amount of the estimate must be received from the firm person or persons requesting the work along with any required easements as outlined in section III, C, 1, b. Upon completion of the work, the Cooperative will determine the actual costs and the firm person or persons requesting the relocation/upgrade will be billed or credited for the difference between the advance deposit and the actual cost.

#### 5. **Construction Schedules**

Scheduling of construction shall be done on a basis mutually agreeable to the Cooperative and the applicant. The Cooperative reserves the right not to begin construction until the Member-Consumer has demonstrated to the Cooperative's satisfaction his/her intent to proceed in good faith with installation of his/her facilities by acquiring property ownership, obtaining all necessary permits and/or, in the case of mobile homes, meeting the Cooperative's requirements for permanency.

(Continued on Sheet No. C-31.00)

Issued: December 1, 2022 By Shaun Lamp President and CEO

(Continued from Sheet No. C-30.00)

#### SECTION III - CONSTRUCTION POLICY (Cont'd)

# 6. <u>Design of Facilities</u>

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.

In situations where the Cooperative must construct the facilities necessary to provide service to a Member-Consumer that are more expensive than alternatives available to the Member-Consumer, the Cooperative, at its discretion, may credit the difference in cost to the Member-Consumer.

# 7. <u>Billing</u>

For Member-Consumer(s) who fail to take service two (2) months after an extension has been completed to the premises and within the time period requested by the Member-Consumer(s), the Cooperative shall have the right, after said two (2) month period, to commence billing the Member-Consumer under the Cooperative's applicable rates and rules for the type of service requested by the Member-Consumer(s).

(Continued on Sheet No. C-32.00)

(Continued from Sheet No. C-31.00)

#### SECTION IV - EMERGENCY ELECTRICAL PROCEDURES

#### A. General

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

Essential health and safety Member-Consumers given special consideration in these procedures shall, insofar as the situation permits, include the following types of Member-Consumers and such other Member-Consumers or types of Member-Consumers which the Commission may subsequently identify:

- 1. "Governmental Detention Institutions" which will be limited to those facilities used for the detention of persons.
- 2. "Fire Stations" which will be limited to attended, publicly owned facilities housing mobile firefighting apparatus.
- 3. "Hospitals" which will be limited to institutions providing medical care to patients and where surgical procedures are performed.
- 4. Life support equipment such as a kidney machine or respirator, used to sustain the life of a person.
- 5. "Water Pumping Plants" which will be limited to publicly owned facilities essential to the supply of potable water to a community.
- 6. "Sewage Plants" which will be limited to publicly owned facilities essential to the collection, treatment, or disposal of a community's sewage.
- 7. Radio and television stations utilized for the transmittal of emergency messages and public information broadcasts related to these procedures.

Although these types of Member-Consumers will be given special consideration from the manual load shedding provisions of this procedure, they are encouraged to install emergency generation equipment if continuity of service is essential. It is known that some of the township fire departments

(Continued on Sheet No. C-33.00)

(Continued from Sheet No. C-32.00)

#### SECTION IV - EMERGENCY ELECTRICAL PROCEDURES (Cont'd)

in the more rural parts of Michigan have portable generation equipment available. Maximum use should be made of these facilities. In the case of Member-Consumers supplied from two utility sources, only one source will be given special consideration. Other Member-Consumers who, in their opinion, have critical equipment or circumstances, should install emergency battery or portable generating equipment.

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

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

#### B. Sudden or Unanticipated Short-Term Capacity Shortage

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

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

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

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

(Continued on Sheet No. C-34.00)

(Continued from Sheet No. C-33.00)

# SECTION IV – EMERGENCY ELECTRICAL PROCEDURES (Cont'd)

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

#### D. <u>Long-Term Capacity or Fuel Shortage</u>

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

- 1. Curtail use during hours of maximum system demand of nonessential energy or premises controlled by the Cooperative including parking and large area lighting and interior lighting, except lighting required for security and safety, and other uses of energy both during and outside normal business hours.
- 2. Initiate voluntary energy curtailment during hours of maximum system demand of all Member-Consumers by requesting, through mass communication media, voluntary curtailment by all Member-Consumers of a minimum of ten percent of their electric use.

(Continued on Sheet No. C-35.00)

(Continued from Sheet No. C-34.00)

#### SECTION IV - EMERGENCY ELECTRICAL PROCEDURES (Cont'd)

This use will include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed or deferred to off-peak hours.

3. Implement procedures for interruption of selected distribution circuits during the period of maximum system demand on a rotational basis in accordance with specified load reduction amounts minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours and the total interruption should not exceed four hours in any 24-hour period without prior notification to the Commission.

If the above actions are made necessary because of a long-term fuel shortage, they will be continued in the order taken to maintain as nearly as possible a 30-day fuel supply.

# E. <u>Emergency Procedures of Wholesale Suppliers</u>

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

#### SECTION V – DATA PRIVACY POLICY

#### A. <u>Definition of Terms</u>

- 1. "Aggregated Data" means any Member Data the Cooperative assembles and compiles into an aggregated data set from multiple individuals, residences, tenants or commercial buildings.
- 2. "Anonymized Data" means any Member Data, from which all identifying information has been removed so that the individual data or information of a member cannot be associated with that member without extraordinary effort.
- 3. "Contractor" means an entity or person performing a function or service under contract with or on behalf of the Cooperative, including member service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing electric service.
- 4. "Informed Member Consent" means, in the case where consent is required: (1) the Member is provided with a clear statement of the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the Member may revoke consent. In no case shall silence by the Member ever be construed to mean express or implied consent to a request by the Cooperative, or its Contractors. Member consent shall be provided directly from the Member and documented in writing, subject to forms and processes as defined by the Cooperative.
- 5. "Member" means an account holder (at least 18 years old or an emancipated minor), corporation, municipality or other government agency, which has agreed, orally or otherwise, to pay for electric service from the Cooperative.
- 6. "Member Data" means any combination of Personal Data, Member Account Information, and Consumption Data.
  - a. "Personal Data" means information collected or known by the Cooperative that merit special protection including the standard types of personal identification information used to establish an account. Personal Data is limited to name and address in conjunction with birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.
  - b. "Consumption Data" means member specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, power factor, and other information that is recorded by the electric meter for the Cooperative and stored in its systems. Consumption Data also includes payment and service history, account number, and amount billed.

(Continued on Sheet No. C-37.00)

Issued: December 1, 2023 By Shaun Lamp President and CEO Boyne City, Michigan (Continued from Sheet No. C-36.00)

# SECTION V – DATA PRIVACY POLICY (cont'd)

- c. "Member Account Information" means personally identifiable information including Personal Data and Consumption Data. Member Account Information also includes information received by the Cooperative from the member for purposes of participating in regulated utility programs, including, but not limited to bill pay assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.
- 7. "Primary Purpose" means the collection, use, or disclosure of information collected by the Cooperative or supplied by the Member in order to: (1) provide, bill, or collect for, electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized by an order of the Commission; (4) plan, implement, or evaluate programs, products or services related to energy assistance, demand response, energy management, energy efficiency, or renewable energy by the Cooperative or under contract with the Cooperative, under contract with the Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance; and (5) disclosure of member name and address to a provider of value-added programs or services, or to otherwise comply with the Code of Conduct.
- 8. *"Secondary Purpose"* means any purpose that is not a Primary Purpose.
- 9. "Standard Usage Information" means the usage data that is made generally available by the Cooperative to all similarly situated Member on a regular basis, delivered by the Cooperative on the Cooperative's website through a data portal, email or by US Mail.
- 10. *"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.
- 11. "Weather Adjusted Data" means electric consumption data for a given period that has been normalized using stated period's heating or cooling degree days.
- 12. "Written Consent" means a signed form with the member's signature received by the Cooperative through mail, facsimile, or email. A member may also digitally sign a form that is transmitted to the Cooperative.

# B. General Data Privacy Policy

The Cooperative shall collect and manage Member Data in providing utility service to its Members. The Cooperative shall take appropriate measures to protect this data in its possession against loss, theft, and unauthorized access. The Cooperative shall not release Member Data to Third Parties without Informed Member Consent, with the exception of those members availing themselves to social service agencies. The Cooperative may provide Member Data to its Contractors; however, the Contractor must be contractually bound to maintain the confidentiality of the individual member energy usage/billing data.

(Continued on Sheet No. C-38.00)

Issued: December 1, 2023 By Shaun Lamp President and CEO Boyne City, Michigan (Continued from Sheet No. C-37.00)

# SECTION V – DATA PRIVACY POLICY (cont'd)

#### C. Collection and Use of Member Data

- 1. The Cooperative or its Contractor collects Member Data as necessary to accomplish Primary Purposes.
- 2. The Cooperative may collect and use Member Data for Primary Purposes without Informed Member Consent.
- 3. Informed Member Consent is necessary before use or disclosure of Member Account Information, Consumption Data, and Personal Data for Secondary Purposes.
- 4. The Cooperative will not sell Member Data unless the Cooperative receives Informed Member Consent or Commission consent, except in connection with sales of certain aged account receivables to collection firms for purposes of removing this liability from Cooperative accounts.
- 5. The Member may request that Consumption Data specific to the Member be released to the Member or a Third Party of the Member's choice. Such requests may be made by calling 1-888-485-2537 or by requesting such online at <a href="https://www.gtlakes.com/contact/">https://www.gtlakes.com/contact/</a>. The Member making the request must be listed on the account and be able to authenticate their identity.
- 6. The Cooperative shall not release Member Data to Third Parties without Informed Member Consent. A written consent form can be obtained by calling 1-888-485-2537 or by requesting it online at <a href="https://www.gtlakes.com/contact/">https://www.gtlakes.com/contact/</a>. Once completed by the Member, the written consent form can be submitted by email at <a href="mailto:SeniorMemberServiceRep@glenergy.com">SeniorMemberServiceRep@glenergy.com</a>, in person at a Cooperative office, or by U.S. mail to One Cooperative Center Dr., Newaygo, MI 49337. The written consent form will be activated for use by the Cooperative on the first business day following receipt of the form. Once the Cooperative receives Informed Member Consent from the Member, the Cooperative is not responsible for loss, theft, alteration, or misuse of the data by Third Parties or Members after the information has been transferred to the Member or the Member's designated Third Party.

(Continued on Sheet No. C-39.00)

Issued: December 1, 2023 By Shaun Lamp President and CEO Boyne City, Michigan (Continued from Sheet No. C-38.00)

# SECTION V – DATA PRIVACY POLICY (cont'd)

#### D. Disclosure without Informed Member Consent

- 1. The Cooperative shall disclose Member Data when required by law or Commission rules. This includes law enforcement requests supported by warrants or court orders, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.
- 2. The Cooperative may disclose Member Data in the context of a business transaction such as an asset sale or merger to the extent permitted by law.
- 3. Informed Member Consent is not required for the disclosure of member name and address to a provider of a value-added program or service.
- 4. Informed Member Consent is not required for the Cooperative's disclosure of Aggregated or Anonymized Data.

# E. <u>Disclosure to Contractors</u>

- 1. The Cooperative shares Member Data with the Cooperative's Contractors working on behalf of the Cooperative for Primary Purposes only, without obtaining Informed Member Consent.
- 2. Contracts between the Cooperative and its Contractors specify that all Contractors are held to the same confidentiality and privacy standards as the Cooperative, its employees, and its operations. These contracts also prohibit Contractors from using any information supplied by the Cooperative for any purpose not defined in the applicable contract.
- 3. The Cooperative requires its Contractors who maintain Member Data 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 Data from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor shall meet or exceed the data privacy and security policies and procedures used by the Cooperative to protect Member Data.

# SECTION D RATE SCHEDULES

#### POWER SUPPLY COST RECOVERY CLAUSE

This clause allows a factor to be billed and periodically adjusted due to fluctuating power supply costs. Power Supply Cost Recovery (PSCR) is billed on a per kWh basis (the PSCR factor), and normally appears as a separate line item on the billing statement separate from the established base rate.

When Great Lakes Energy changes its base rates the PSCR factor is normally rolled into the base rates and then adjusted accordingly. Different PSCR factors may exist for different rate schedules.

The maximum PSCR factor Great Lakes Energy is allowed to bill its members is determined by its Board of Directors. Both the maximum PSCR factor allowed, and the factors billed during the current year follow.

(Continued on Sheet No. D-1.01)

Issued: April 22, 2020 By Bill Scott President and CEO Boyne City, Michigan

# POWER SUPPLY COST RECOVERY CLAUSE

(Continued from Sheet No. D-1.00)

The maximum authorized Power Supply Cost Recovery Factor is \$0.02578 per kWh.

The following factors are applied to 12 billing months ending **December 2024**:

			Actual	Actual			
			A, A-S,	DAPM &			All
		Maximum	GS, LP,	PSDS	Actual	Actual	Other
Year	Month	Authorized	OL	General	PSDS-1	PSDS-2	Rates
2024	January	\$0.02578	\$0.01875	\$0.02275	\$0.01710	\$0.02028	\$0.01875
2024	February	\$0.02578	\$0.00188	\$0.00228	\$0.00171	\$0.00203	\$0.00188
2024	March	\$0.02578	\$0.00188	\$0.00228	\$0.00171	\$0.00203	\$0.00188
2024	April	\$0.02578	\$0.00188	\$0.00228	\$0.00171	\$0.00203	\$0.00188
2024	May	\$0.02578					
2024	June	\$0.02578					
2024	July	\$0.02578					
2024	August	\$0.02578					
2024	September	\$0.02578					
2024	October	\$0.02578					
2024	November	\$0.02578					
2024	December	\$0.02578					

Issued: March 21, 2024

By Shaun Lamp President and CEO Boyne City, Michigan

# **ENERGY OPTIMIZATION PROGRAM**

The approved Energy Optimization Surcharges are shown below.

# **ENERGY OPTIMIZATION SURCHARGES**

Rate Schedule	<u>\$/kWh</u>
Schedule A – Residential Service	\$0.00198
Schedule A-S – Alternative Residential Service	\$0.00198

Rate Schedule	<u>\$/meter/month</u>
Schedule GS –General Service	\$4.76
Schedule LP – Large Power Service	\$4.76
Schedule D-APM – Service for Commercial & Industrial Loads	\$430.00
Automated Power Monitoring	
Schedule PSDS – General, 1, and 2 - Primary Service Rates	\$430.00

# 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 annual 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-way 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.

# REQUIREMENTS FOR OPERATION OF PARALLEL GENERATION FACILITIES

(COGENERATORS AND SMALL POWER PRODUCERS)

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

#### **Availability**

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

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

# Safety and Reliability Requirements

The Member-Consumer shall submit for the Cooperative's review detailed electric diagrams, equipment nameplate data, including the interface device and control system of the Member-Consumer's power 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 Member-Consumer's generator and the Cooperative system in the event of momentary or extended loss of power from the Cooperative, including loss of one or more phases if the Member-Consumer is generating three phase power. The shutdown or separation must continue until normal utility service is restored. The shutdown or separation shall occur when frequency, voltage, and or current deviate from normal utility standards. The Member-Consumer shall be liable if the Member-Consumer's protection system fails to function.

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

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

(Continued on Sheet No. D-3.01)

# REQUIREMENTS FOR OPERATION OF PARALLEL GENERATION FACILITIES

(Continued from Sheet No. D-3.00)

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

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

#### Reimbursement of Costs

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

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.

# Sales to Cooperative

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

# RESIDENTIAL SERVICE RATE SCHEDULE A

#### **Availability**

Available to Member-Consumers of the Great Lakes Energy Cooperative for service through one meter to individual principal permanent residential units for all usual residential purposes, subject to the Cooperative's established rules and regulations.

Apartment houses, multiple dwelling units, and Member-Consumers having two or more homes or dwelling units on their premises may take service under this schedule through one meter, except that the number of kilowatt-hours in each step of the rate and minimum charge shall be multiplied by the number of apartments or dwelling units; no credit will be given for unoccupied apartments or dwelling units.

The Cooperative may elect to make this service rate available on a pre-paid basis. Under pre-paid service, monthly charges will be calculated for billing on a pro rata daily basis and energy and PSCR charges will be pre-purchased. Members receiving pre-paid service will be required to first sign a contract establishing terms and conditions for service that may differ from the provisions found in the Cooperative's standard rules, including but not limited to deposit requirements and disconnect notice provisions.

# Type of Service

Alternating current, 60 hertz, single-phase, three-wire, at approximately 120/240 volts. Service under this schedule is limited to individual motors not in excess of 3 HP, nor the total capacity of 10 HP, unless special arrangements have been made with the Cooperative.

#### Rate

Monthly Charge: \$39.21 per month

\$12.10 per month for additional meters\*

Energy Charge: \$0.13702 per kWh

**Energy Optimization Surcharge:** 

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

\*Members with multiple accounts taking service from the same transformer are eligible for the discounted monthly charge for each additional account served off the same transformer. Eligibility is subject to the following conditions:

(Continued on Sheet No. D-4.01)

Issued: **February 1, 2024**By **Shaun Lamp**Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024 President and CEO

# RESIDENTIAL SERVICE RATE SCHEDULE A

(Continued from Sheet No. D-4.00)

- 1. All accounts must be under same membership number
- 2. Bills for all accounts must have same mailing address
- 3. Each meter serving each additional account must be served off the same transformer as the meter with an account billed at the normal Monthly Charge

# Minimum Charge

The minimum charge under this schedule shall be the Monthly Charge, except in the case of apartment houses and Member-Consumers having two or more dwelling units served through one meter (see "Availability"), and except that the minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary to serve a Member-Consumer under this schedule.

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01.

# **Non-Standard Metering Provision**

A Member-Consumer who elects a non-standard meter is subject to the Cooperative's Non-Standard Metering Provision as set forth on Sheet No. D–20.00.

# Terms of Payment

- A. The rates in Schedule A are net. 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 set forth in Case No. U-4240.
- B. Monthly bills are due and payable on or before the due date listed on the bill.

### Michigan State Sales Tax

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

(Continued on Sheet No. D-4.02)

Issued: **December 1, 2022**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after December 1, 2022

# RESIDENTIAL SERVICE RATE SCHEDULE A

(Continued from Sheet No. D-4.01)

# Tax Adjustments

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

#### Rules and Regulations

Service is governed by the Cooperative's Standard Rules and Regulations.

# ALTERNATIVE RESIDENTIAL SERVICE SCHEDULE A-S

# **Availability**

Subject to any restrictions, this rate is available and mandatory for any Member-Consumer desiring electric service for any usual residential use at a dwelling which is not a principal permanent year-round residence.

This rate is not available for resale purposes or for any nonresidential use.

The Cooperative may elect to make this service rate available on a pre-paid basis. Under pre-paid service, monthly charges will be calculated for billing on a pro rata daily basis and energy and PSCR charges will be pre-purchased. Members receiving pre-paid service will be required to first sign a contract establishing terms and conditions for service that may differ from the provisions found in the Cooperative's standard rules, including but not limited to deposit requirements and disconnect notice provisions.

#### Type of Service

Alternating current, 60 hertz, single-phase, three-wire, at approximately 120/240 volts. Service under this schedule is limited to individual motors not in excess of 3 HP, nor the total capacity of 10 HP, unless special arrangements have been made with the Cooperative.

#### Rate

Monthly Charge: \$39.21 per month

\$12.10 per month for additional meters\*

Energy Charge: \$0.13702 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

\*Members with multiple accounts taking service from the same transformer are eligible for the discounted monthly charge for each additional account served off the same transformer. Eligibility is subject to the following conditions:

(Continued on Sheet No. D-5.01)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024

# ALTERNATIVE RESIDENTIAL SERVICE SCHEDULE A-S

(Continued from Sheet No. D-5.00)

- 1. All accounts must be under same membership number
- 2. Bills for all accounts must have same mailing address
- 3. Each meter serving each additional account must be served off the same transformer as the meter with an account billed at the normal Monthly Charge

# Minimum Charge

The minimum charge under this schedule shall be the Monthly Charge, except in the case of apartment houses and Member-Consumers having two or more dwelling units served through one meter (see "Availability"), and except that the minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary to serve a Member-Consumer under this schedule.

#### Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01.

#### **Non-Standard Metering Provision**

A Member-Consumer who elects a non-standard meter is subject to the Cooperative's Non-Standard Metering Provision as set forth on Sheet No. D-20.00.

# Terms of Payment

- A. The rates in Schedule A-S are net. 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 set forth in Case No. U-4240.
- B. Bills are due and payable on or before the due date listed on the bill.

(Continued on Sheet No. D-5.02)

Issued: **December 1, 2022**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after December 1, 2022

# ALTERNATIVE RESIDENTIAL SERVICE SCHEDULE A-S

(Continued from Sheet No. D-5.01)

# Tax Adjustments

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

#### Rules and Regulations

Service is governed by the Cooperative's Standard Rules and Regulations.

# Michigan State Sales Tax

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

#### **Availability**

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. In addition, high pressure sodium light fixtures will no longer be available to Member-Consumers after June 1, 2018. To the extent that the Cooperative has the necessary materials, the Cooperative will continue to maintain existing mercury vapor and high-pressure sodium lamp installations in accordance with this Electric Rate Schedule. With respect to mercury vapor and high-pressure sodium lamp installations, rates apply to existing luminaires only and are not open to new business except where the Cooperative elects, at the Member-Consumer's request, to install additional luminaires within an area already served by a mercury vapor unmetered lighting system. Any such election is subject to the Cooperative having the necessary materials and to the discretion of the Cooperative.

Available to all Member-Consumers of the Cooperative for outdoor protective lighting service on premises on which the Member-Consumer is already taking service from the Cooperative under another rate schedule.

Also, available to municipalities, political subdivisions, and others for Public Street lighting with the provision that such users become Member-Consumers of the Cooperative.

#### Hours of Service

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

(Continued on Sheet No. D-9.01)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

(Continued from Sheet No. D-9.00)

# Type of Service

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 repaired at the Member-Consumer's expense. The Cooperative shall replace or repair, at its cost, streetlight equipment that is out of service.

If, for some reason, the Cooperative is not able to make such restoration within three working days from the day the outage is first reported to the Cooperative, the Cooperative shall make pro rata deductions in the Member-Consumer's billing for service under this rate schedule. Such pro rata rate reductions will begin three working days after such outage is reported to the Cooperative.

Outages caused by factors beyond the Cooperative's reasonable control as provided for in Section II-D, Nature and Quality of Service, and Section IV, Emergency Electrical Procedures, of the Cooperative's Electric Rate Schedules are not covered by this policy. Such outages would be handled consistent with the particular circumstances and no proration would be made for such outages.

#### Rate

Nominal Rating	
175 Watts MV*	\$18.22
250 Watts MV*	\$23.81
400 Watts MV*	\$36.26
100 Watts HPS*	\$12.94
150 Watts HPS*	\$16.66
250 Watts HPS*	\$23.81
400 Watts HPS*	\$34.95
40 Watts LED Alternative to 175 Watts MV	\$10.29
40 Watts LED Alternative to 100 Watts HPS	\$10.29
40 Watts LED Specialty	\$11.64
70 Watts LED Alternative to 150 Watts HPS	\$12.93
70 Watts LED Alternative to 250 Watts HPS/MV	\$12.93
70 Watts LED Specialty	\$13.45

<sup>\*</sup>Mercury Vapor and High-Pressure Sodium Lights are only available at existing installations

(Continued on Sheet No. D-9.02)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024

(Continued from Sheet No. D-9.01)

#### **Additional Charges**

The above rates, **excluding the 40W and 70W specialty lighting rates**, are based upon bracket mounted fixtures attached to existing poles owned by the Cooperative. If it is necessary to install a transformer, pole, and/or other equipment, the cost of labor and material for the additional installation will be charged directly to the Member-Consumer **as a nonrefundable contribution**.

The 40W and 70W specialty light rates are based upon a single post mounted fixture option that will be owned and maintained by the Cooperative. The Member-Consumer will be required to make a nonrefundable contribution equal to the cost of the post, light fixture, and the cost of labor and materials for the installation.

#### Terms of Payment:

In the event the current bill is not paid on or before the due date, a delayed payment charge of 2% will be added to the bill.

#### Michigan State Sales Tax:

Michigan State Sales Tax shall be added to all bills, including minimums, whenever applicable.

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01. For purposes of this adjustment, the following monthly energy usage is assumed:

	<u>kWh</u>
175 Watts MV*	75
250 Watts MV*	100
400 Watts MV*	163
100 Watts HPS*	40
150 Watts HPS*	60
250 Watts HPS*	100
400 Watts HPS*	163
40 Watts LED	14
70 Watts LED	24

(Continued on Sheet No. D-9.03)

Issued: January 1, 2023 By Shaun Lamp President and CEO Boyne City, Michigan Effective with bills rendered on and after January 1, 2023

(Continued from Sheet No. D-9.02)

# Rules and Regulations

Service is governed by the Cooperative's Standard Rules and Regulations.

#### **Special Terms and Conditions**

Initial minimum term for each installation shall be for 24 consecutive months. The Cooperative is not required to change the type of service (from one lamp size to another) during said 24-month period. When a new pole or new secondary facilities are required, or where the Member-Consumer desires other than standard wood poles, underground wiring or other special equipment not covered herein, the Cooperative, at its option, may provide such facilities. The cost to provide additional facilities will be charged to the Member-Consumer in advance of construction. Lamps requiring service under this rate schedule will comply with applicable Michigan Department of Transportation Regulations. The Cooperative may require a contract which may include, among other things, provisions as to term or duration of the contract, termination charges, contributions in aid of construction, annual charges, or other special consideration when the Member-Consumer requests service, equipment or facilities not normally provided under this rate schedule.

#### Tax Adjustments

- 1. Bills shall be increased within the limits of political subdivisions which levy special taxes, license fees or rentals against the Cooperative's property, or its operations, or the production and/or sale of electric energy, to offset such special charges and thereby prevent other Member-Consumers from being compelled to share such local taxes.
- 2. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric energy.

# GENERAL SERVICE SCHEDULE GS

# **Availability**

Available to Member-Consumers of the Cooperative for all uses subject to the established Rules and Regulations of the Cooperative when Maximum Demand is less than 200 kW. The Maximum Demand shall be based on the Member-Consumer's average kW load during the 15-minute period of maximum use during the billing month.

The Cooperative may elect to make this service rate available on a pre-paid basis. Under pre-paid service, monthly charges will be calculated for billing on a pro rata daily basis and energy and PSCR charges will be pre-purchased. Members receiving pre-paid service will be required to first sign a contract establishing terms and conditions for service that may differ from the provisions found in the Cooperative's standard rules, including but not limited to deposit requirements and disconnect notice provisions.

# Type of Service

Single or three-phase, 60 hertz service at available secondary voltages. The nature and level of the service voltage shall be determined in each case by the Cooperative.

Individual motors having a rated capacity in excess of 10 HP must be three-phase unless special arrangements have been made with the Cooperative.

#### Rate

Single Phase

Monthly Charge: \$39.21 per month

\$12.10 per month for additional meters\*

Energy Charge: \$0.13702 per kWh

Three Phase

Monthly Charge: \$56.00 per month Energy Charge: \$0.15392 per kWh

# Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

\*Members with multiple accounts taking service from the same transformer are eligible for the discounted monthly charge for each additional account served off the same transformer. Eligibility is subject to the following conditions:

- 1. All accounts must be under the same main membership number.
- 2. Bills for all accounts must have same mailing address.
- 3. Each meter serving each additional account must be served off the same transformer as the meter with an account billed at the normal Monthly Charge.

(Continued on Sheet No. D-10.01)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024

# GENERAL SERVICE SCHEDULE GS

(Continued from Sheet No. D-10.00)

# Minimum Charge

The minimum charge shall be the Monthly Charge as stated in the Rate above, plus the Energy Optimization Surcharge amount shown on Sheet No. D-1.03.

# Conditions for Service from this Schedule

Available to Member-Consumers of Great Lakes Energy Cooperative for all uses subject to the established Rules and Regulations of the Cooperative, when, over the last 12 months, the Maximum Demand has not exceeded 200 kW.

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01.

#### **Non-Standard Metering Provision**

A Member-Consumer who elects a non-standard meter is subject to the Cooperative's Non-Standard Metering Provision as set forth on Sheet No. D–20.00.

# **Terms of Payment**

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

#### Sales Tax:

Michigan State Sales Tax shall be added on all bills, including minimums, whenever applicable.

# Tax Adjustments:

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

### Rules and Regulations:

Service is governed by the Cooperative's Standard Rules and Regulations.

Issued: **December 1, 2022**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after December 1, 2022

# LARGE POWER SERVICE SCHEDULE LP

# **Availability**

Available for commercial and industrial members that desire secondary voltage service for general use where the Maximum Demand is 15 kW or more.

Subject to the Rules and Regulations of the Cooperative and its *Retail Access Service Tariff*, this schedule is also available to Member-Consumers for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery and is subject to the following conditions:

- A. The Member-Consumer must have a Maximum Demand of at least 1 MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule LP, Schedule D-APM, or Schedules PSDS-General, 1 and 2 may achieve the 1 MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- 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

Single or three-phase, 60 hertz service. The nature and level of the service voltage shall be determined in each case by the Cooperative

(Continued on Sheet No. D-11.01)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

# LARGE POWER SERVICE SCHEDULE LP

(Continued from Sheet No. D-11.00)

#### Rate

#### Distribution Service

Monthly Charge \$90.81

Distribution Demand Charge

Maximum: \$10.87600 /kW Distribution Variable Charge: \$0.02415 /kWh

Energy Optimization Surcharge:

This service is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

<u>Power Supply Service</u> (not applicable to Retail Access Service)

Demand Charge \$9.53700 /kW Energy Charge \$0.06418 /kWh

### Minimum Charge

The minimum charge shall be the Monthly Charge as stated in the Rate above, plus the Energy Optimization Surcharge amount shown on Sheet No. D-1.03, except that the minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary to serve a Member-Consumer under this schedule.

For retail access members, the minimum charge shall be the Monthly Charge plus 50 kW times the maximum Demand Charge, plus the Energy Optimization Surcharge amount shown on Sheet No. D-1.03, including the same conditions as stated in the above paragraph.

# **Billing Demand**

The Maximum Demand shall be based on the Member-Consumer's average kW load during the 15-minute period of maximum use during the billing month. For retail access members, the Maximum Demand shall be the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Member-Consumer received service under this tariff or another Cooperative retail tariff. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require.

(Continued on Sheet No. D-11.02)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024

# LARGE POWER SERVICE SCHEDULE LP

(Continued from Sheet No. D-11.01)

# Conditions for Service from this Schedule

Available for commercial and industrial members that desire secondary voltage service for general use where the Maximum Demand is 15 kW or more.

Service at primary voltage is rendered when the Cooperative delivers power at standard distribution system voltages and the Member-Consumer provides, installs, and maintains all necessary transforming, controlling and protective equipment.

This load will be separately metered with a recording watt-hour demand meter that uses electronic memory for recording data.

#### Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01, except for retail access members.

#### **Terms of Payment**

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

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

### 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.

(Continued on Sheet No. D-11.03)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

# LARGE POWER SERVICE SCHEDULE LP

(Continued from Sheet No. D-11.02)

# Michigan State Sales Tax

Michigan State Sales Tax shall be added on all bills, including minimums, whenever applicable.

#### Tax Adjustments

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

#### Primary Service and Metering

When the Cooperative elects to meter the service on the primary side of the distribution transformer(s), 3% will be deducted from the Demand and Energy measurements for billing purposes.

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

# Rules and Regulations

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

# SERVICE FOR COMMERCIAL & INDUSTRIAL LOADS AUTOMATED POWER MONITORING SCHEDULE D-APM

#### **Availability**

Available for commercial and industrial members that desire primary voltage service for general use where the maximum demand is 200 kW or more.

Subject to the Rules and Regulations of the Cooperative and its 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 and is subject to the following conditions:

- A. The Member-Consumer must have a Maximum Demand of at least 1 MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule LP, Schedule D-APM, or Schedule PSDS-General, 1 and 2 may achieve the 1 MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- 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.

#### Type of Service

Primary three-phase 60 hertz service. The nature and level of the service voltage shall be determined in each case by the Cooperative.

Where service is supplied at a nominal voltage of 25,000 volts or less, the Member-Consumer shall furnish, install, and maintain all necessary transforming, controlling, and protective equipment.

Where the Cooperative elects to measure the service at a nominal voltage of less than 2,400 volts, 3% may be added to the Demand and Energy quantities for billing purposes.

(Continued on Sheet No. D-13.01)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after June 1, 2018

# SERVICE FOR COMMERCIAL & INDUSTRIAL LOADS AUTOMATED POWER MONITORING SCHEDULE D-APM

(Continued from Sheet No. D-13.00)

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

The service will be electronically metered with capabilities for monitoring and reporting demand, energy, voltage levels, and power interruptions.

Service at primary voltage is rendered when the Cooperative delivers power at standard distribution system voltages and the Member-Consumer provides, installs, and maintains all necessary transforming, controlling and protective equipment.

#### Rate

## **Distribution Service**

Monthly Charge \$428.54

Distribution Demand Charge

Maximum: \$5.75400 /kW
Distribution Variable Charge \$0.02180 /kWh

Energy Optimization Surcharge:

This service is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

<u>Power Supply Service</u> (not applicable to Retail Access Service)

**Demand Charge** 

System Coincident \$9.19800 /kW
Energy Charge \$0.06463 /kWh

#### Minimum Charges

The minimum charge shall be the Monthly Charge plus 200 kW times the Maximum Demand Charge plus the Energy Optimization Surcharge amount shown on Sheet No. D-1.03, except that the minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary to serve a Member-Consumer under this schedule.

(Continued on Sheet No. D-13.02)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024

# SERVICE FOR COMMERCIAL & INDUSTRIAL LOADS AUTOMATED POWER MONITORING SCHEDULE D-APM

(Continued from Sheet No. D-13.01)

# **Billing Demands**

The Distribution Demand shall be the maximum demand based on the Member-Consumer's average kW load during the 15-minute period of maximum use during the billing month. The System Coincident Demand shall be based on the Member-Consumer's contribution to the highest hourly (clock hour) coincidental system peak demand of the METC transmission system for the billing month. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require.

For retail access, the Maximum Demand shall be the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Member-Consumer received service under this tariff or another Cooperative retail tariff.

#### Conditions for Service from this Schedule

Available for commercial and industrial members that desire primary voltage service for general use where the Maximum Demand is 200 kW or more. This load will be separately metered with a recording watthour demand meter that uses electronic memory for recording data.

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01, except for retail access members.

### Terms of Payment

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

For retail access members, the Cooperative will not collect any monies on behalf of any alternate power supplier, retailer, or other third party without a written agreement between the Cooperative, the Member-Consumer, and the third party.

(Continued on Sheet No. D-13.03)

Issued: **January 1, 2023**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after January 1, 2023

# SERVICE FOR COMMERCIAL & INDUSTRIAL LOADS AUTOMATED POWER MONITORING SCHEDULE D-APM

(Continued from Sheet No. D-13.02)

## Third Party Disputes

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

# Michigan State Sales Tax

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

#### Tax Adjustments

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

#### Rules and Regulations

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

# INTERRUPTIBLE SERVICE FOR COMMERCIAL & INDUSTRIAL LOADS AUTOMATED POWER MONITORING SCHEDULE F-INT-APM

### **Availability**

Available for commercial and industrial Member-Consumers that desire interruptible secondary voltage service for general use where billing demand is 100 kW or more which qualify for service under the conditions set forth in this tariff and participate in the Cooperative's Automatic Power Monitoring Program. Service under this schedule may be refused or terminated if the Cooperative's wholesale power supplier, Wolverine Power Supply Cooperative, Inc. (Wolverine), believes the Member-Consumer's load will not provide adequate load reduction when Wolverine desires load reduction or if Wolverine believes the interruptible load may not meet the service conditions set forth in its rate schedule in the future. This rate schedule is not intended for seasonal loads.

#### Type of Service

Interruptible secondary single or three-phase 60 hertz service. The nature and level of the service voltage shall be determined in each case by the Cooperative.

The service will be electronically metered with capabilities for monitoring and reporting demand, energy, voltage levels, and power interruptions.

#### Rate

Monthly Charge \$80.00

**Demand Charges** 

 $\begin{array}{ccc} & NCP \ kW & \$6.00/kW \\ & CP \ kW & \$7.24/kW \\ Energy \ Charge: & \$0.049/kWh \end{array}$ 

If the Member-Consumer chooses to avoid interruption, an additional billing demand charge of \$55.00/kW for the highest hourly demand recorded during the interruption period will be applied. The Member-Consumer shall also pay \$0.12/kWh for all energy used during the interruption period. The Member-Consumer must reduce or eliminate his load within 1 hour after notification by Wolverine or the Cooperative.

(Continued on Sheet No. D-14.01)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after
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# INTERRUPTIBLE SERVICE FOR COMMERCIAL & INDUSTRIAL LOADS AUTOMATED POWER MONITORING SCHEDULE F-INT-APM

(Continued from Sheet No. D-14.00)

## Minimum Charges

The Minimum Charge shall be 100 kW times the Demand Charge as stated in the Monthly Rate above except that the minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary to serve a Member-Consumer under this schedule.

# **Billing Demands**

The maximum demand shall be based on the Member-Consumer's average kW load during the 15-minute period of maximum use during the billing month. The System Coincident Demand shall be the Member-Consumer's contribution to the highest hourly (clock hour) coincidental system peak demand of Wolverine for the month. The billing demand shall not be less than 100 kW for any month.

#### Conditions for Service from this Schedule

This service shall be available to interruptible commercial or industrial Member-Consumers whose load has a minimum 100 kW or more of Billing Demand. This load will be separately metered with a recording watt-hour demand meter that uses electronic memory for recording data. The member consumer must provide dedicated (non-shared) phone service or other communication method acceptable to the Cooperative to the metering location. The interruptible load must be capable of:

- 1. Being shed by control or command from Wolverine's System Control Center;
- 2. Being shed in one hour or less; and
- 3. Being shed to give extended load relief over a period of at least eight hours.

Service interruption to interruptible loads served under this schedule shall be at the discretion of Wolverine. Emergency interruptions shall not be limited to a specific number of occurrences. Total interruptions, excluding emergency interruptions, will not exceed 400 hours in a calendar year or 8 hours in a 24-hour period.

At the member consumer's request, Wolverine will install at the member consumer's expense equipment necessary for Wolverine to remotely disconnect the member consumer's load

(Continued on Sheet No. D-14.02)

Issued: January 1, 2015 By Steven L. Boeckman President and CEO Boyne City, Michigan

# INTERRUPTIBLE SERVICE FOR COMMERCIAL & INDUSTRIAL LOADS AUTOMATED POWER MONITORING SCHEDULE F-INT-APM

(Continued from Sheet No. D-14.01)

## Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01.

#### Terms of Payment

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

# Tax Adjustments

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

#### Primary Service and Metering

When the Cooperative elects to meter the service on the primary side of the distribution transformers, 3% will be deducted for billing purposes from the demand, reactive and energy measurements thus made. Meters will be read monthly for billing purposes by the Cooperative.

#### Rules and Regulations

Service is governed by the Cooperative's Standard Rules and Regulations.

Issued: January 1, 2015 By Steven L. Boeckman President and CEO Boyne City, Michigan

# COMMERCIAL & INDUSTRIAL LOADS – ON SITE GENERATION SUPPLEMENTAL AND STANDBY SERVICE SCHEDULE GS-APM

### **Availability**

Available for three-phase commercial and industrial Member-Consumers taking service under the Cooperative's Schedules LP, D-APM or PSDS-General, 1 and 2, with on-site generation, requesting utility service for supplemental and standby capacity. Energy flow from the Member Consumer's on-site generation source into the Cooperative's distribution system shall be in accordance with the applicable distribution wheeling or parallel generation tariff.

# Type of Service

Secondary or Primary, three-phase 60 hertz service. The nature and level of the service voltage shall be determined in each case by the Cooperative.

The Member-Consumer must qualify for or receive service under one of the following standard rate schedules for supplemental requirements: LP, D-APM or PSDS-General, 1 and 2.

The service will be electronically metered with capabilities for monitoring and reporting demand, energy, voltage levels, and power interruptions.

#### Monthly Rate

The monthly supplemental power supply requirements shall be billed in accordance with the tariff sheets for either LP, D-APM or PSDS-General, 1 and 2, depending on which rate the Member-Consumer takes service from the Cooperative, plus the following:

Standby Capacity: Primary Service: \$3.25/kW

Secondary Service: \$3.40/kW

### **Billing Demand & Standby Capacity**

The Standby Capacity billing demand shall be the amount that the Cooperative is required to supply in the event that the Member-Consumer's generator(s) is/are unavailable. The Standby Capacity billing demand shall be determined by one of the following options:

- 1) The highest 15-minute maximum demand created during the previous 11 billing periods or the nameplate capacity of the Member-Consumer's largest generator, whichever is greater.
- 2) By mutual agreement of the Cooperative and the Member-Consumer.

(Continued on Sheet No. D-15.01)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after
June 1, 2018

# COMMERCIAL & INDUSTRIAL LOADS – ON SITE GENERATION SUPPLEMENTAL AND STANDBY SERVICE SCHEDULE GS-APM

(Continued from Sheet No. D-15.00)

Optional for a Member-Consumer with a variable output, non-dispatchable generator(s):

3) The highest 15-minute maximum demand created during the previous 11 billing periods, or the highest NET-generation interval (15-minute) generated by the Member-Consumer's generator(s); whichever is greater. The NET-generation amount will be determined by comparing the interval data from the retail meter and the generator(s) output meter(s) for all intervals during the billing period. Member-Consumers desiring this option are responsible for all generator metering costs. Metering equipment to be provided, installed, and maintained by the Cooperative.

The Cooperative reserves the right to make special determination of the Standby Capacity Charge, should equipment which creates high demands of momentary duration be included in the Member-Consumer's installation.

# Conditions for Service from this Schedule

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

This rate schedule is subject to the standard schedule and all conditions and requirements contained in those tariff sheets.

#### Terms of Payment

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

#### Tax Adjustments

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

#### **Rules and Regulations**

Service is governed by the Cooperative's Standard Rules and Regulations.

Issued: January 1, 2015 By Steven L. Boeckman President and CEO Boyne City, Michigan

## **Availability**

Available for commercial and industrial Member-Consumers that desire primary voltage service for general use where the Maximum Demand is 500 kW or more.

Subject to the Rules and Regulations of the Cooperative and its Retail Access Service Tariff, this schedule is also available to Member-Consumers for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery and is subject to the following conditions:

- A. The Member-Consumer must have a Maximum Demand of at least 1 MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule LP, Schedule D-APM, or PSDS-General, 1 and 2 may achieve the 1 MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- 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.

#### Type of Service

Primary three-phase 60 hertz service. The nature and level of the service voltage shall be determined in each case by the Cooperative.

Where service is supplied at a nominal voltage of 25,000 volts or less, the Member-Consumer shall furnish, install, and maintain all necessary transforming, controlling and protective equipment.

The service will be electronically metered with capabilities for monitoring and reporting demand, energy, voltage levels, and power interruptions.

(Continued on Sheet No. D-16.01)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

(Continued from Sheet No. D-16.00)

#### Rate

#### **Distribution Service**

Monthly Charge: \$428.54

Distribution Demand Charge:

Maximum \$5.22100 /kW Distribution Variable Charge: \$0.02101 /kWh

Energy Optimization Surcharge:

This service is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

<u>Power Supply Service</u> (not applicable to Retail Access Service)

Demand Charge:

System Coincident \$9.19700 /kW Energy Charge \$0.05831 /kWh

### Minimum Charges

The minimum charge shall be the Monthly Charge plus 500 kW times the Maximum Demand Charge plus the Energy Optimization Surcharge amount shown on Sheet No. D-1.03, except that the minimum charge may be increased, in accordance with the Cooperative's rules and regulations, in those cases in which a greater than average investment is necessary to serve a Member-Consumer under this schedule.

# **Billing Demands**

The Distribution Demand shall be the maximum demand based on the Member-Consumer's average kW load during the 15-minute period of maximum use during the billing month. The System Coincident Demand shall be based on the Member-Consumer's contribution to the highest hourly (clock hour) coincidental system peak demand of the METC transmission system for the billing month. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require.

For retail access members, the Maximum Demand shall be the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Member-Consumer received service under this tariff or another Cooperative retail tariff. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require.

(Continued on Sheet No. D-16.02)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024

(Continued from Sheet No. D-16.01)

# Conditions for Service from this Schedule

Available for commercial and industrial Member-Consumers that desire primary voltage service for general use where the Maximum Demand is 500 kW or more. This load will be separately metered with a recording watt-hour demand meter that uses electronic memory for recording data.

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

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01, except for retail access members.

### **Terms of Payment**

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

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

#### Third Party Disputes

For retail access members, 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.

#### Michigan State Sales Tax

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

(Continued on Sheet No. D-16.03)

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Boyne City, Michigan

Effective with bills rendered on and after January 1,2023

(Continued from Sheet No. D-16.02)

# Tax Adjustments

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

# Rules and Regulations

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

# **Availability**

Available for commercial and industrial Member-Consumers that desire primary voltage service for general use where the Average Demand is 2,000 kW or more.

Subject to the Rules and Regulations of the Cooperative and its Retail Access Service Tariff, this schedule is also available to Member-Consumers for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery and is subject to the following conditions:

- A. The Member-Consumer must have a Maximum Demand of at least 1 MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule LP, Schedule D-APM, or PSDS-General, 1 and 2 may achieve the 1 MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- 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.

#### Type of Service

Primary three-phase 60 hertz service. The nature and level of the service voltage shall be determined in each case by the Cooperative.

Where service is supplied at a nominal voltage of 25,000 volts or less, the Member-Consumer shall furnish, install, and maintain all necessary transforming, controlling and protective equipment.

The service will be electronically metered with capabilities for monitoring and reporting demand, energy, voltage levels, and power interruptions.

(Continued on Sheet No. D-16.05)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

(Continued from Sheet No. D-16.04)

# Monthly Rate

### **Distribution Service**

Monthly Charge: \$428.54

Distribution Demand Charge:

Maximum \$4.21200 /kW Distribution Variable Charge: \$0.01533 /kWh

Energy Optimization Surcharge:

This service is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

Power Supply Service (not applicable to Retail Access Service)

Demand Charge:

 System Coincident
 \$9.19700 /kW

 Capacity
 \$3.58400 /kW

 Energy Charge:
 \$0.05242 /kWh

## **Billing Demands**

The Distribution Demand shall be the maximum demand based on the Member-Consumer's average kW load during the 15-minute period of maximum use during the billing month. The System Coincident Demand shall be based on the Member-Consumer's contribution to the highest hourly (clock hour) coincidental system peak demand of the METC transmission system for the billing month. The Capacity Charge shall be based on the Member-Consumer's contribution to the highest hourly (clock-hour) coincidental system peak of the MISO transmission system for the previous year. The Capacity Charge shall be fixed and will reset annually to coincide with the MISO capacity planning year. The Cooperative reserves the right to make special determination of the billing demands should circumstances require.

For retail access members, the Maximum Demand shall be the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Member-Consumer received service under this tariff or another Cooperative retail tariff. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require.

(Continued on Sheet No. D-16.06)

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Boyne City, Michigan

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(Continued from Sheet No. D-16.05)

## Conditions for Service from this Schedule

Available for commercial and industrial Member-Consumers that desire primary voltage service for general use where the Average Demand is 2,000 kW or more. This load will be separately metered with a recording watt-hour demand meter that uses electronic memory for recording data.

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

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01, except for retail access members.

### **Terms of Payment**

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

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

#### Third Party Disputes

For retail access members, 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.

#### Michigan State Sales Tax

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

(Continued on Sheet No. D-16.07)

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Boyne City, Michigan

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(Continued from Sheet No. D-16.06)

# Tax Adjustments

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

# Rules and Regulations

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

# **Availability**

Available for commercial and industrial Member-Consumers that desire primary voltage service for general use where the Average Demand is 500 kW or more.

Subject to the Rules and Regulations of the Cooperative and its Retail Access Service Tariff, this schedule is also available to Member-Consumers for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery and is subject to the following conditions:

- A. The Member-Consumer must have a Maximum Demand of at least 1 MW. Individual Member-Consumers receiving demand metered service at multiple metering points and eligible to be taking service under the Cooperative's Schedule LP, Schedule D-APM, or PSDS-General, 1 and 2 may achieve the 1 MW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- 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.

#### Type of Service

Primary three-phase 60 hertz service. The nature and level of the service voltage shall be determined in each case by the Cooperative.

Where service is supplied at a nominal voltage of 25,000 volts or less, the Member-Consumer shall furnish, install, and maintain all necessary transforming, controlling and protective equipment.

The service will be electronically metered with capabilities for monitoring and reporting demand, energy, voltage levels, and power interruptions.

(Continued on Sheet No. D-16.09)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

(Continued from Sheet No. D-16.08)

#### Rate

#### **Distribution Service**

Monthly Charge: \$428.54

Distribution Demand Charge:

Maximum \$5.06700 /kW Distribution Variable Charge: \$0.02324 /kWh

Energy Optimization Surcharge:

This service is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.03.

Power Supply Service (not applicable to Retail Access Service)

Demand Charge:

 System Coincident
 \$9.19700 /kW

 Capacity
 \$3.58400 /kW

 Energy Charge:
 \$0.05123 /kWh

#### **Billing Demands**

The Distribution Demand shall be the maximum demand based on the Member-Consumer's average kW load during the 15-minute period of maximum use during the billing month. The System Coincident Demand shall be based on the Member-Consumer's contribution to the highest hourly (clock hour) coincidental system peak demand of the METC transmission system for the billing month. The Capacity Charge shall be based on the Member-Consumer's contribution to the highest hourly (clock-hour) coincidental system peak of the MISO transmission system for the previous year. The Capacity Charge shall be fixed and will reset annually to coincide with the MISO capacity planning year. The Cooperative reserves the right to make special determination of the billing demands should circumstances require.

For retail access members, the Maximum Demand shall be the highest 15-minute integrated demand created during the current and previous 11 billing months at each voltage level, whether the Member-Consumer received service under this tariff or another Cooperative retail tariff. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require.

(Continued on Sheet No. D-16.10)

Issued: **February 1, 2024**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after February 1, 2024

(Continued from Sheet No. D-16.09)

# Conditions for Service from this Schedule

Available for commercial and industrial Member-Consumers that desire primary voltage service for general use where the Average Demand is 500 kW or more. This load will be separately metered with a recording watt-hour demand meter that uses electronic memory for recording data.

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

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00 and D-1.01, except for retail access members.

### **Terms of Payment**

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

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

#### Third Party Disputes

For retail access members, 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.

#### Michigan State Sales Tax

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

(Continued on Sheet No. D-16.11)

Issued: **January 1, 2023**By **Shaun Lamp**President and CEO
Boyne City, Michigan

Effective with bills rendered on and after January 1, 2023

(Continued from Sheet No. D-16.10)

# Tax Adjustments

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

# Rules and Regulations

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

# MEMBER-CONSUMER-OWNED BACKUP GENERATION SCHEDULE CBG

## **Availability**

This rate is available only to Member-Consumers served under Schedules LP, D-APM and PSDS who own and operate the generating unit(s) having a total on site capacity of 100 kW or greater which can be called upon from time to time by Wolverine Power Supply Cooperative, Great Lakes' power supplier, to provide backup. This rate schedule is not intended for seasonal loads, nor is it intended for Member-Consumers served under interruptible rates.

#### Rate

The Member-Consumer shall be billed under Schedules LP, D-APM, and PSDS adjusted for the following credit:

Demand Charge Credit: \$2.50/kW

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

- 1. The total rated capacity of the Member-Consumer owned generating unit.
- 2. The average monthly Wolverine coincident peak load of the Member-Consumer-Owner of the generator at the location where the generator is located for the most recent calendar year. In instances where the retail Member-Consumer is billed under a Large Power Time-of-Day rate, or its equivalent, the term "Billing Demand" shall refer to the Peak Period Demand.
- 3. The actual amount of load interrupted as determined by a test in accordance with the Conditions For Service From this Schedule, paragraph 4.

#### Conditions For Service From This Schedule

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

- 1. The output from the retail Member-Consumer-owned generating unit(s) shall be separately metered with a recording watthour demand meter using either magnetic tape or electronic memory for recording data.
- 2. The total rated capacity of the retail Member-Consumer-owned generating unit(s) on each site must be 100 kW or greater.
- 3. The retail Member-Consumer-owned generating units must be capable of:

(Continued on Sheet No. D-17.01)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after June 1, 2018

# MEMBER-CONSUMER-OWNED BACKUP GENERATION SCHEDULE CBG

(Continued from Sheet No. 17.00)

- a. Being brought online by control or command from Wolverine's system Control Center.
- b. Being brought online in 30 minutes or less; and
- c. Being run to give extended load relief over a period of at least eight (8) consecutive hours.
- 4. Wolverine may request operation of the retail Member-Consumer-owned generating unit(s) served under this rate at its own discretion.
  - a. Wolverine may call upon the Member-Consumer-owned generating units up to four times each year to test the capability and reliability of the unit(s) in order to demonstrate that the capacity will be available when called upon.
  - b. Request for operation of the backup generating unit(s) during emergency interruptions shall not be limited to a specific number of occurrences. Total requests for operation excluding emergency will not exceed 200 hours in a calendar year.
- 5. Wolverine reserves the right to remove a Member-Consumer from this program if, in the Cooperative's sole judgment, Wolverine cannot rely on the Member-Consumer-owned generating capacity being available when called upon.

#### Safety And Reliability Requirements

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

#### Contracts

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

(Continued on Sheet No. D-17.02)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

# MEMBER-CONSUMER-OWNED BACKUP GENERATION SCHEDULE CBG

(Continued from Sheet No. 17.01)

# Power Supply Cost Recovery Clause and Factor

This rate schedule is subject to the Cooperative's Power Supply Cost Recovery Clause as set forth on Sheet Nos. D-1.00-D-1.01.

#### Michigan State Sales Tax

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

## Tax Adjustments:

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

#### Rules and Regulations:

Service is governed by the Cooperative's Standard Rules and Regulations.

# EFFICIENT ELECTRIC HEATING SCHEDULE EEH

# **Availability**

Available to Member-Consumers of the Cooperative already taking monthly service concurrently under Rate Schedules A, A-S or GS for qualifying electric heat pump loads. Also available to Member-Consumers of the Cooperative who were enrolled under Rate Schedules CH or PCH prior to March 31, 2015, provided the heating system in place at the time of enrollment was electric and the original system remains in place. Service is subject to the established rules and regulations of the Cooperative. A Member Service Agreement is required for service under this schedule.

The cooperative reserves the right to discontinue offering this rate to existing or new enrollees and to make the rate non-transferrable at any time.

#### Type of Service

Alternating current, 60 hertz, at approximately 120/240 volts, single-phase, three-wire, separately metered and subject to the following minimum energy efficiency standards:

Type of Electric Heat Pump	EER	SEER	COP	HSPF
Closed Loop Water-to-Air Geothermal	17.1		3.6	
Open Loop Water-to-Air Geothermal	21.1		4.1	
Closed Loop Water-to-Water Geothermal	16.1		3.1	
Open Loop Water-to-Water Geothermal	20.1		3.5	
Direct Geoexchange	16.0		3.6	
Air-Source Heat Pump Split System	12.5	15		8.5
Air-Source Heat Pump Package System	12.0	14		8.0

"EER" is the Energy Efficiency Ratio. "SEER" is the Seasonal Energy Efficiency Ratio. "COP" is the Coefficient Of Performance. "HSPF" is the Heating Seasonal Performance Factor.

(Continued on Sheet No. D-19.01)

Issued: January 1, 2015 By Steven L. Boeckman President and CEO Boyne City, Michigan

# EFFICIENT ELECTRIC HEATING SCHEDULE EEH

(Continued from Sheet No. D-19.00)

### Monthly Rate

### Energy Charge for Efficient Electric Heat Load

As set forth in Schedule A, A-S or GS, whichever is applicable, including the power supply cost recovery provision, discounted at 3¢ per kWh.

<u>Air Source Heat Pumps</u> - discounted rate available during heating season\* <u>Geothermal Heat Pumps</u> – discounted rate available year-round.\*\*

## **Terms of Payment**

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

## Michigan State Sales Tax

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

### Tax Adjustments

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

#### Rules and Regulations

Service is governed by the Cooperative's Standard Rules and Regulations.

Issued: January 1, 2015 By Steven L. Boeckman President and CEO Boyne City, Michigan

<sup>\*</sup>Discounted kWh on November, December, January, February, March, April, and May bills

<sup>\*\*</sup>Accounts enrolled under PCH or CH rates prior to March 31, 2015 will also receive discount year-round

#### NON-STANDARD METERING PROVISION

# **Availability**

Available to Member-Consumers of the Cooperative already taking monthly service concurrently under Rate Schedules A – Residential Service, A-S – Alternative Residential Service, or GS – General Service who request a non-standard meter.

This provision is not available to Member-Consumers taking service under an efficient electric heating service, net metering program, distributed renewable energy program, buy-all sell-all program or other programs as determined by the Cooperative.

The Cooperative reserves the right to discontinue offering this provision to existing and/or new enrollees at any time.

## Conditions of Service

To participate in the non-standard metering provision, the Member-Consumer must satisfy the following criteria:

- A. The meter must be located outside and be accessible to Cooperative employees at all times.
- B. The Member-Consumer shall have zero instances of unauthorized use, theft, fraud and/or threats of violence toward Cooperative employees.
- C. The Member-Consumer shall enter into a written agreement with the Cooperative requesting the non-standard metering provision, subject to the following terms:
  - 1. <u>Upfront charge</u> A one-time charge of \$150.00 per non-standard billing meter will be assessed.
  - 2. <u>Monthly charge</u> A recurring charge of \$50.00 per month per non-standard billing meter will be assessed. Multiple metering units will be charged per billing meter.
  - 3. <u>Satisfactory payment history</u> The Member-Consumer shall maintain a satisfactory payment history on all accounts (i.e., the member's accounts were not delinquent in the past 12 months), as defined in Section B2 Consumer Standards and Billing Practices for Electric Residential Service, R 460.102 Definitions.

Issued: December 1, 2022 By Shaun Lamp President and CEO Boyne City, Michigan

# REQUIREMENTS FOR MEMBER-CONSUMERS USING COOPERATIVE'S DISTRIBUTION SYSTEM TO WHEEL POWER FOR WHOLESALE DELIVERY PURPOSES

## **Availability**

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

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

### Conditions for Service from this Schedule

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

### Safety and Reliability Requirements

Safety and reliability requirements set forth in the applicable Michigan Public Service Commission Interconnection and Net Metering Standards are applicable to Member-Consumers taking service under this tariff.

(Continued on Sheet No. D-21.01)

Issued: January 1, 2015 By Steven L. Boeckman President and CEO Boyne City, Michigan

(Continued from Sheet No. D-21.00)

# REQUIREMENTS FOR MEMBER-CONSUMERS USING COOPERATIVE'S DISTRIBUTION SYSTEM TO WHEEL POWER FOR WHOLESALE DELIVERY PURPOSES

### Billing Demand

The billing demand for the billing period shall be based on the average demand of the Member-Consumer's combined generator output during the 15-minute period of maximum output delivered to the Cooperative as measured at the point of delivery. The point of delivery shall be determined by the Cooperative. The Cooperative reserves the right to make special determination of the billing demand should circumstances require.

#### Reimbursement of Costs

If provision for such costs is not otherwise determined by the Michigan Public Service Commission's Interconnection and Net Metering Standards, the Member-Consumer shall pay for all costs associated with any addition to or alteration of the Cooperative's equipment required for metering and for the safe and reliable operation of the Member-Consumer's generating equipment in parallel with the Cooperative's system. If provision for such costs is not otherwise determined by the Michigan Public Service Commission's Interconnection and Net Metering Standards, the Member-Consumer shall also pay for costs of changes required due to safety or adverse effects on other members and/or on the Cooperative caused by the connection and/or operation of the Member-Consumer's generation facility.

(Continued on Sheet No. D-21.02)

Issued: January 1, 2015 By Steven L. Boeckman President and CEO Boyne City, Michigan

(Continued from Sheet No. D-21.01)

# REQUIREMENTS FOR MEMBER-CONSUMERS USING COOPERATIVE'S DISTRIBUTION SYSTEM TO WHEEL POWER FOR WHOLESALE DELIVERY PURPOSES

## Wheeling Over Cooperative's Distribution System to Wholesale Entities

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

Aggregate Generator Nameplate Rating	Distribution Wheeling Rate
500 kW and above	\$4.6122 per kW per month
200 kW to 499 kW	\$7.4801 per kW per month
100 kW to 199 kW	\$9.5900 per kW per month
Less than 100 kW	See Original Sheet Nos. D-3.00 and D-3.01

## Terms of Payment

A one-time late payment charge of 5% of the unpaid balance, excluding sales tax, will be assessed on any bill not paid by the due date.

(Continued on Sheet No. D-21.03)

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan

(Continued from Sheet No. D-21.02)

# REQUIREMENTS FOR MEMBER-CONSUMERS USING COOPERATIVE'S DISTRIBUTION SYSTEM TO WHEEL POWER FOR WHOLESALE DELIVERY PURPOSES

# Tax Adjustments

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

#### **Rules and Regulations**

Service is governed by the Cooperative's Standard Rules and Regulations.

#### COMMUNITY SOLAR PROGRAM

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

## **Program and Availability**

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

Member-Consumers 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-Consumer, the Cooperative, and the G&T. Acceptance into the Program is on a limited basis until the earlier of: (1) the full output of the Facility has been subscribed or (2) December 31, 2019.

Upon enrolling in the Community Solar Program, the subscription is effective for a term of 15 years. A participating Member-Consumer 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-Consumer must wait 12 months before re-enrolling.

#### **Payments**

Member-Consumers have the following subscription options under the Community Solar Program, priced on a per "panel" (while the Member-Consumer 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.

Each solar panel is rated at approximately 335 watts.

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

(Continued on Sheet No. D-22.01)

Issued: December 14, 2016 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after March 1, 2017

#### **COMMUNITY SOLAR PROGRAM**

(Continued from Sheet No. D-22.00)

## Refund

If a Member-Consumer dies, terminates service with the Cooperative, has received Solar Output Energy Credits for 15 years, or requests to terminate the Community Solar Subscription and Credit Agreement, the Member-Consumer 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-Consumer as of the date of termination.

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

### Service and Credit

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.

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-Consumer \$.10/kWh every month as a bill credit, known as the Solar Energy Output Credit, equal to the Member-Consumer's pro rata share of the Facility's output (measured in kilowatt hours at the array), from the most recent month available.

This pro rata share will reflect the Member-Consumer's percentage subscription in the array when applied to the output of the entire array. The Member-Consumer 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-Consumer, the excess credit will be rolled over and applied to the next month's bill.

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.

# DISTRIBUTED RENEWABLE ENERGY PROGRAM PHASE 2 - (DRE) GENERATORS WITH A CAPACITY OF 20 KW AND LESS

#### **Availability**

In order to facilitate Phase 2 of the generation and transmission Cooperative's ("G&T") standing offer for 10 MW of solar and wind energy and to ensure the ongoing availability of net metering, this offer is available to Member-Consumers with a Distributed Renewable Energy Agreement on file with the Cooperative on or after July 1, 2018 who operate solar or wind 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 Distributed Renewable Energy Program is available on a first come, first serve, limited basis until the G&T's standing offer expires upon full 10 MW subscription or until December 31, 2020.

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

# Member-Consumer Eligibility

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

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

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

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

(Continued on Sheet No. D-23.01)

Issued: July 23, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after June 27, 2018

# DISTRIBUTED RENEWABLE ENERGY PROGRAM PHASE 2 - (DRE) GENERATORS WITH A CAPACITY OF 20 KW AND LESS

(Continued from Sheet No. D-23.00)

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

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

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

The Member-Consumer is required to provide the Cooperative with the capacity rating in kW of the generating unit(s) and a projection of the annual kWh output of the generating unit(s) when completing the Cooperative's Distributed Renewable Energy Application. The Member-Consumer shall determine its annual electricity needs using one of the following methods:

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

#### Metering

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

(Continued on Sheet No. D-23.02)

Issued: July 23, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after June 27, 2018

# DISTRIBUTED RENEWABLE ENERGY PROGRAM PHASE 2 - (DRE) GENERATORS WITH A CAPACITY OF 20 KW AND LESS

(Continued from Sheet No. D-23.01)

# Monthly Charges and Credits

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

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

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

Issued: July 23, 2018 By Bill Scott President and CEO Boyne City, Michigan

#### 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 February 1, 2024 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 monthly 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 monthly 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.

(Continued on Sheet No. D-23.07)

Issued: February 1, 2024 By Shaun Lamp President and CEO Boyne City, Michigan

# LARGE RENEWABLE ENERGY PROGRAM - (LRE) (Continued from Sheet No. D-23.06)

# 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).

(Continued on Sheet No. D-23.08)

Issued: February 1, 2024 By Shaun Lamp President and CEO Boyne City, Michigan

# LARGE RENEWABLE ENERGY PROGRAM - (LRE) (Continued from Sheet No. D-23.07)

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

### **Metering**

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

# **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 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

(Continued on Sheet No. D-23.09)

Issued: February 1, 2024 By Shaun Lamp President and CEO Boyne City, Michigan

# LARGE RENEWABLE ENERGY PROGRAM - (LRE) (Continued from Sheet No. 23.08)

consumed at the Member-Consumer's location without flowing onto the Cooperative's distribution system is not billed by the Cooperative, compensated by the Cooperative, or displayed on the billing statement.

### A. Excess Generation Cap

The annual Excess Generation credit is limited as follows:

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

# **B.** Applying Excess Generation Credit

The G&T shall pay the Excess Generation Credit to the Member-Consumer through its agent, the Cooperative, on an annual basis, by February 28, and the Cooperative shall credit such amount on the next normal bill cycle after receipt of the Excess Generation Credit. For illustrative purposes only, a sample calculation of the Credit and Cap is shown below. The calculation assumes a 1 MW installation and arbitrary metered outflow amounts.

# Large Renewable Energy Program Excess Generation Credit Calculation and Cap Operation

	CONS.WO	a a	Hourly Value LMP x Metered
	LMP (\$/kV		Outflow)
	\$ 0.		-
2			_
	\$ 0.		_
4			_
5	\$ 0.	0 \$	-
6	\$ 0.	0 \$	-
7	\$ 0.	0 \$	-
8	\$ 0.	5 \$	0.17
9	\$ 0.	6 \$	0.22
10	\$ 0.	7 \$	0.27
11	\$ 0.	8 \$	0.32
12	\$ 0.	9 \$	0.38
		· · · · · · · · · · · · · · · · · · ·	
8749	-		-
8750			
8751			
8752			
8753			
8754	-		
8755			0.06
8756			-
8757			-
8758			-
8759			-
8760	\$ 0.		-
		20,440 \$	
		Production Weighted Average LMP (\$/kWh) [Sum of Hourly Value divided by Sum of Metered Outflow kWh]  A that Material Outflow kWh [Sum of Metered Outflow kWh]  State of the Sum of Metered Outflow kWh [Sum of Metered Outflow kWh]	
		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%]  Annual Payment [Production Weighted Average LMP multiplied by lower of Actual Metered Outflow or Excess Generation Cap] \$	175,200 886.22
		Annual Payment [Production Weighted Average LMP multiplied by lower of Actual Metered Outflow or Excess Generation Cap] \$	880.22

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

# Signed agreement on file prior to June 1, 2017

# **Availability**

In order to facilitate the generation and transmission Cooperative's ("G&T") standing offer for 10 MW of solar and wind energy and grandfather-in existing net metering Member-Consumers, this offer is available to Member-Consumers with a Net Metering Agreement on file with the Cooperative before June 1, 2017 who operate renewable electric generation, limited to solar and wind, 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 until June 1, 2017, on a limited basis until the G&T's standing offer expires by full 10 MW subscription.

Member-Consumers enrolled prior to June 1, 2017 shall be eligible to continue participation for a term of 20 years, measured from the earlier from the effective date of the Net Metering Agreement or the first month the Member-Consumer began net metering. A participating Member-Consumer may terminate participation in the Cooperative's Net Metering Program at any time and for any reason. This program and its resulting contract are neither assignable, nor transferable, to a subsequent owner.

# 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 a solar or wind renewable electric generator, and (2) be Full Requirements Service Member-Consumers taking service under the Cooperative's applicable service tariff.

Member-Consumers wishing to participate in the Net Metering Program shall submit a completed Net Metering Application to the Cooperative for review. Upon approval of the Application, the Cooperative shall issue a Net Metering 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 Net Metering and Interconnection Agreement is required prior to June 1, 2017 for the Member-Consumer's generator to remain connected 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.

(Continued on Sheet No. D-24.01)

Issued: December 16, 2016 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after March 1, 2017

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

(Continued from Sheet No. D-24.00)

# Signed agreement on file prior to June 1, 2017

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

Consumer and the Member-Consumer shall provide proof of liability coverage as may be required by the Cooperative.

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

- a) Aggregate nameplate capacity of the generator(s)
- b) Aggregate projected annual kWh output of the generator(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 onsite that will affect their future total annual electric usage, the Cooperative and the Member-Consumer shall mutually agree on a method to determine the Member-Consumer's future annual energy usage.

(Continued on Sheet No. D-24.02)

Issued: December 14, 2016 By Bill Scott President and CEO Boyne City, Michigan

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

(Continued from Sheet No. D-24.01)

Signed agreement on file prior to June 1, 2017

# **Metering**

The Member-Consumer's usage and excess generation shall be determined using a single meter with separate registers measuring power flow in each direction. If there is a significant initial incremental cost to provide a meter measuring power flow in each direction above the cost for meters provided for similarly

situated non-generating Member-Consumers, the difference in cost shall be paid by the Member-Consumer. Any service upgrades, protective or power quality equipment/devices necessary to accommodate the output of the generating unit(s), as determined by the Cooperative, shall be at the Member-Consumer's expense.

# Monthly Charges

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

The credit for any Excess Generation during the billing period shall be applied to the energy charge 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 net metering 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.

Issued: December 14, 2016 By Bill Scott President and CEO Boyne City, Michigan

# RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM PHASE 1 - (BUY-ALL/SELL-ALL)

# Signed agreement on file prior to July 1, 2018

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 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 Sheet No. D-25.01)

Issued: December 14, 2016 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after March 1, 2017

# RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM PHASE 1 - (BUY-ALL/SELL-ALL)

(Continued from Sheet No. D-25.00)

# Signed agreement on file prior to July 1, 2018

# 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 nongenerating Member-Consumers. 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-Consumer's expense.

(Continued on Sheet No. D-25.02)

Issued: December 14, 2016 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after March 1, 2017

# RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM PHASE 1 - (BUY-ALL/SELL-ALL)

(Continued from Sheet No. D-25.01)

### Signed agreement on file prior to July 1, 2018

### 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

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 total charges 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 credit accumulates to an amount greater than \$100, the Cooperative may pay the balance to the Member-Consumer as an agent for the G&T.

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 PHASE 2 (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 Phase 2 of 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, beginning July 1, 2018.

### Availability

The Cooperative's Phase 2 Buy-All/Sell-All Program is available on a first come, first serve, limited basis until the G&T's standing offer expires upon full 10 MW subscription.

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 100 kW 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 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 100 kW 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 100 kW.

Upon enrolling in this 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 Sheet No. D-25.04)

Issued: July 23, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after July 23, 2018

# RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM PHASE 2

# (BUY-ALL/SELL-ALL)

(Continued from Sheet No. D-25.03)

# 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. 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-Consumer's expense.

(Continued on Sheet No. D-25.05)

Issued: July 23, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after July 23, 2018

# RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM PHASE 2

# (BUY-ALL/SELL-ALL)

(Continued from Sheet No. D-25.04)

### 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

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 6.5 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 credit accumulates to an amount greater than \$100, the Cooperative may pay the balance to the Member-Consumer as an agent for the G&T.

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.

### LOW INCOME ENERGY ASSISTANCE FUNDING FACTOR

This clause permits, pursuant to Public Act 95 of 2013, the collection of the low-income energy assistance funding factor to fund the low-income energy assistance fund created by Public Act 95 of 2013. Beginning with all bills rendered on and after September 1, 2017, each meter shall be subject to a monthly surcharge not to exceed \$1.00, except that the low-income energy assistance funding factor shall not be charged on more than one residential meter per residential site.

Issued: May 11, 2018 By Bill Scott President and CEO Boyne City, Michigan Effective with bills rendered on and after September 1, 2017

#### GREEN/RENEWABLE ENERGY – RIDER

# Availability

This Rider is available on a first-come, first-serve basis to metered Great Lakes Energy full service and retail access service Member-Consumers to promote the development and operation of renewable power facilities in the state of Michigan. The availability of service under this Rider may be limited by the availability of Renewable Energy Certificates (RECs) from renewable power facilities in the state of Michigan, at the prices 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 Member-Consumers desiring service under this Rider from Michigan renewable resource facilities at the prices set forth in this Rider are not available, this Rider may be closed to Member-Consumers.

### Character of Service

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

#### Rate

The following charge will 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-Consumer's metered location:

\$2.50 per 100 kWh block per month.

Member-Consumers may elect fixed increments (per block) under the rate to which this Rider is attached. <u>In the event that</u> 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-Consumer's billing.

# Term

The minimum term available to Member-Consumers is one complete billing period extending thereafter from billing period to billing period. Member-Consumers shall provide at least three business days' notice of their desire to begin or terminate service

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# SECTION E RETAIL ACCESS SERVICE TARIFF

### 1.0 INTRODUCTION AND DEFINITIONS

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

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

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

#### 1.1 The Member-Consumer Role

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

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

(Continued on Sheet No. E-1.01)

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(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. An 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)

(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 Great Lakes 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 Commission.

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

"Distribution Point of Delivery" means the point of interconnection between the Cooperative's Distribution System and the Member-Consumer's service Location.

(Continued on Sheet No. E-1.03)

(Continued from Sheet No. E-1.02)

- "Distribution Point of Receipt" means the point of interconnection between the Cooperative's Distribution System and the Transmission System or other facilities where electric Energy is received for delivery to a Member-Consumer.
- "Distribution Service" means the provision of retail Regulated Electric Service including delivery of Generation over the Distribution System, and ancillary services all provided by the Cooperative pursuant to its rates for Retail Access Service.
- "Distribution System" means facilities operated by the Cooperative for the purpose of distributing electric power within the Cooperative's electric service territory, which are subject to the jurisdiction of the Commission.
- "Drop Request" means a request by an AES to terminate Generation Service to a Member-Consumer.
- "Drop Response" means a response sent by the Cooperative to an AES which submitted a Drop Request that confirms the requested Member-Consumer drop as pending and provides certain Member-Consumer information or, if the Drop Request is denied, provides a reason or invalidation code explaining why the request was denied.
- "Energy" refers to "electrical energy." Energy is usually measured in kilowatt-hours (kWh) or megawatt-hours (MWh).
- "Full Requirements Service" means the provision of retail Regulated Electric Service including generation, transmission, distribution, and ancillary services all provided by the Cooperative pursuant to its rates for standard electric service.
- "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.

(Continued on Sheet No. E-1.04)

(Continued from Sheet No. E-1.03)

- "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.
- "Retail Access Service" means the service offered by the Cooperative under applicable laws, regulations, tariffs and agreements, which allows the Member-Consumer to purchase Generation Service from a licensed AES, with Power delivered through the Cooperative's Distribution System.
- "Regulated Electric Service" means the services offered by the Cooperative under terms and conditions approved by the Commission.
- "Relevant Market" means either the Upper Peninsula or the Lower Peninsula of this state.
- "Slamming" means the act of changing the Member-Consumer's chosen AES or changing the Member-Consumer from Full Requirements Service to Generation Service from an AES, without the Member-Consumer's consent.
- "Switch" means a Member-Consumer move from one provider of Generation Service to another.
- "Switch Date" means the date on which the Member-Consumer is actually assigned to a new Generation Service provider for purposes of Energy supply responsibility.

(Continued on Sheet No. E-1.05)

(Continued from Sheet No. E-1.04)

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

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

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

"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-1.06)

(Continued from Sheet No. E-1.05)

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

### 2.3 Member-Consumer Information

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

(Continued on Sheet No. E-1.07)

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(Continued from Sheet No. E-1.06)

# 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 that is receiving Retail Access Service through aggregated Locations will specify the same AES for all accounts or Locations at any given time. Member-Consumers that are receiving Retail Access Service through aggregated Locations will specify the same AES for all accounts or locations at any given time.
- 2.4.3 A Member-Consumer shall be permitted to change its AES. Assuming all other requirements are met, the change will become effective at the completion of the normal billing cycle. Member-Consumers will be assessed a fee of \$15.00 per Member-Consumer account for each change beyond one (1) within a calendar year. The change will be submitted to the Cooperative by the Member-Consumer's newly chosen AES as a Switch Request.
- 2.4.4 The AES shall submit to the Cooperative a Switch Request via a Uniform Data Transaction after a required ten (10) day consumer rescission period.
- 2.4.5 The Cooperative will process one (1) valid Switch Request per Member-Consumer per meter reading cycle. Where multiple Switch Requests for the same Member-Consumer are received during the same meter reading cycle, the Cooperative will process the first valid Switch Request received during a meter read cycle. A Switch Response for each rejected Switch Request will be sent to the appropriate AES via a Uniform Data Transaction within three (3) business days.

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

(Continued on Sheet No. E-1.08)

(Continued from Sheet No. E-1.07)

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

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

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

# 2.5 Metering

- 2.5.1 Metering equipment for Member-Consumers taking Retail Access Service shall be furnished, installed, read, maintained, and owned by the Cooperative.
- 2.5.2 Member-Consumers shall be required to have an Interval Demand Meter at each metering point.
- 2.5.3 If a new Interval Demand Meter is required, time and material costs to install it will be assessed to the Member-Consumer.

(Continued on Sheet No. E-1.09)

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(Continued from Sheet No. E-1.08)

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

(Continued on Sheet No. E-1.10)

(Continued from Sheet No. E-1.09)

returns to the Cooperative's Full Requirements Service for any reason prior to such two (2) year period or prior to the expiration of the notice period, the Member-Consumer's rate will be determined as the greater of:

- A. The charges for Default Service plus the applicable Retail Access Service rate, or
- B. 110% of the applicable Full Requirements Service Rate
- 2.6.2 A Member-Consumer, having given notice of its intent to return to Full Requirements Service under Section 2.6.1, will receive Cooperative Default Service if, at any time during the notice period, it discontinues purchasing Generation Service from an AES.
- 2.6.3 A Member-Consumer taking Default Service under the provisions of Section 2.6.2 may switch to another AES as provided in Section 2.4 at any point during the period that they are on Default Service.
- 2.6.4 The AES shall transmit a Member-Consumer Drop Request to the Cooperative via a Uniform Data Transaction when the Member-Consumer requests return to Full Requirements Service or when AES service is not being continued for any reason. The AES shall inform the Member-Consumer of the Drop Request in writing.
- 2.6.5 The Cooperative will normally validate a Drop Request within three (3) business days of the receipt of the Drop Request and will transmit a Drop Response to the AES. As part of the validation process, the Cooperative will notify the Member-Consumer in writing that a Drop Request has been received and is being processed.
- 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.

(Continued on Sheet No. E-1.11)

(Continued from Sheet No. E-1.10)

- 2.6.8 In the event of Slamming from Full Requirements Service, a Member-Consumer who desires to return to Full Requirements Service may do so. The Cooperative will waive the twelve (12) month minimum term requirements. The Cooperative's Default Service does not apply to such Member-Consumers.
- 2.6.9 In the event a Member-Consumer is dropped by the AES due to the bankruptcy of the AES or upon the complete withdrawal of the AES from the Relevant Market, the Member-Consumer may receive Default Service from the Cooperative for not more than three (3) full billing cycles. By the end of that time period, the Member-Consumer must either have a Switch Request completed on their behalf as provided in Section 2.4 or give notice of its intent to return to Full Requirements Service as provided in Section 2.6.1. A Member-Consumer that does not arrange for Generation Service from a different AES or give notice of its intent to return to Full Requirements Service within three (3) months shall be disconnected.

# 2.7 Billing and Payment

- 2.7.1 The Cooperative will bill the Member-Consumer for Retail Access Service as outlined in Section 3.3 of this tariff.
- 2.7.2 The Member-Consumer shall pay the Cooperative the amount billed by the Cooperative on or before a due date established by Member-Consumer billing rules approved by the Commission in accordance with the Commission's consumer standards and billing practices, R 460.3901 et seq., as amended, for nonresidential consumers.
- 2.7.3 Where incorrect billing results from an error discovered by either the Cooperative, the AES or the Member-Consumer, the error will be corrected and revised bills, as appropriate for the Member-Consumer and/or AES, will be calculated and settled on the next billing period after the error is discovered. Billing errors discovered by the Cooperative shall be adjusted as provided for in the Commission's applicable billing rules.

(Continued on Sheet No. E-1.12)

(Continued from Sheet No. E-1.11)

# 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-1.13)

(Continued from Sheet No. E-1.12)

#### 3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

# 3.1 Availability

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

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

### 3.2 Switch and Drop Requests

- 3.2.1 Switch Requests and Drop Requests will be handled in accordance with Section 2.4 of this tariff and will be accepted for processing by the Cooperative.
- 3.2.2 When a Member-Consumer requests to discontinue receiving Generation Service from the AES or when the AES's service is being discontinued for any reason, the AES shall transmit a Member-Consumer Drop Request to the Cooperative via a Uniform Data Transaction within no more than three (3) business days.

(Continued on Sheet No. E-1.14)

(Continued from Sheet No. E-1.13)

# 3.3 Billing

- 3.3.1 Unless otherwise agreed, the Cooperative and the AES will separately bill the Member-Consumer for the respective services provided by each. The Member-Consumer will receive separate bills for services provided and is responsible for making payments to the Cooperative for service provided in accordance with requirements of the Cooperative as set forth in the applicable billing rules and Commission approved tariffs.
- 3.3.2 The Cooperative may elect to offer a service where it bills the Member-Consumer for services that the Cooperative provides as well as services provided by the AES. If the Cooperative bills for AES charges, the following conditions will apply:
  - 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.
  - 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.

(Continued on Sheet No. E-1.15)

(Continued from Sheet No. E-1.14)

- E) 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.
- F) The Cooperative will not pursue collections action for any AES.
- 3.3.3 Unless otherwise specified by the Cooperative, all payments made to the Cooperative by the AES will be made by electronic funds transfer to the Cooperative's account.

#### 3.4 Terms and Conditions of Service

- 3.4.1 The AES is responsible for providing Power to be transmitted by the appropriate Transmission Service Provider(s) to the Cooperative's Distribution Point of Receipt. The AES shall meet all obligations necessary to schedule Power to match the Member-Consumer's Load, subject to energy imbalance charges and penalties in accordance with the terms of the OATT of the Transmission Service Provider(s).
- 3.4.2 Retail Access Service may not commence until metering has been installed as specified in this Tariff as outlined in Section 2.5.
- 3.4.3 The AES will provide to the Cooperative or the Cooperative's designated recipient daily energy schedules for all services including losses associated with use of the Distribution System. The AES will provide verification that it has arranged for and scheduled transmission service to deliver Energy, the energy schedule has been approved by the Transmission Service Provider(s), and the AES has covered losses on the Transmission System(s).
- 3.4.4 The AES will pay the Cooperative under applicable tariffs for all applicable ancillary services, emergency energy services, standby and backup services provided by the Cooperative to the AES for the AES's Member-Consumer(s) from the service commencement date to the service termination date.
- 3.4.5 The Cooperative shall bill the AES for all associated switching fees incurred as a result of Slamming by the AES plus the actual administrative cost incurred for switching a slammed Member-Consumer from one rate service to another.

(Continued on Sheet No. E-1.16)

(Continued from Sheet No. E-1.15)

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's meter plus an amount to reflect loss factors for calendar year 2004, the loss factors were as follows:

Primary Service 3.6% Secondary Service 6.6%

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

(Continued on Sheet No. E-1.17)

(Continued from Sheet No. E-1.16)

#### 4.0 DISPUTE RESOLUTION

- 4.1 The Cooperative shall have no duty or obligation to resolve any complaints or disputes between AESs and Member-Consumers.
- 4.2 The Cooperative shall have no duty or obligation to resolve any complaints or disputes between AESs or Member-Consumers and their Transmission Service Provider(s). Disputes involving a Transmission Service Provider's OATT shall be resolved using the dispute resolution procedures as described in the OATT.
- 4.3 In the event the AES has a dispute over the implementation of the Cooperative's Retail Access Service, then the AES shall provide the Cooperative with a statement of the dispute and the proposed resolution to the designated Cooperative contact. Upon receipt of the statement of dispute, the Cooperative shall attempt to resolve the dispute according to the following process:
  - 4.3.1 The Cooperative will investigate the dispute and attempt to resolve the dispute informally in a manner that is satisfactory to both parties within five (5) business days of initial receipt of the statement of dispute.
  - 4.3.2 If the dispute is not resolved in five (5) business days, the parties shall attempt to resolve the dispute by promptly appointing a senior representative of each party to attempt to mutually agree upon a resolution. The two senior representatives shall meet within ten (10) business days. If the two senior representatives cannot reach a resolution within a 30-day period, the dispute may, on demand of either party, be submitted to arbitration as provided in this section.
  - 4.3.3 The dispute, if mutually agreed by the parties, may be submitted for resolution in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The judgment rendered by the arbitrator may be enforced in any court having jurisdiction of the subject matter and the parties.
  - 4.3.4 The arbitrator may be determined by AAA.
  - 4.3.5 The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties, except as otherwise provided by law. Any award shall specify the manner and extent of the division of the costs between the parties.
- 4.4 Nothing in this section shall restrict the rights of any party to seek resolution of the dispute with the appropriate regulatory agency with jurisdiction.

(Continued on Sheet No. E-1.18)

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(Continued from Sheet No. E-1.17)

#### 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 **distribution** service under the Cooperative's Large Power Service Rate (Schedule LP), Service for Commercial & Industrial Automated Power Monitoring Rate (Schedule C-APM), Service for Commercial & Industrial Automated Power Monitoring Rate (Schedule D-APM), or Primary Service Rate (Schedule PSDS).

#### **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)

Issued: September 21, 2010 By Steven L. Boeckman President and CEO Boyne City, Michigan Effective with bills rendered on or after August 31, 2010

# 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 five (5%) percent of the unpaid balance, excluding sales tax, will be assessed on any bill for Standby Service not paid by the due date.
- 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.

# SECTION F STANDARD MEMBER FORMS INDEX

https://www.gtlakes.com/start-stop-change-service/