

CHERRYLAND ELECTRIC COOPERATIVE

RATE BOOK FOR ELECTRIC SERVICE

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

Copies of the Cooperative's Rate Book for Electric Service are available on Cherryland Electric Cooperative's website at the following website address, <http://cherrylandelectric.coop/my-service/>.

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. 4 – Electric

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Issued February 20, 2017
By Tony Anderson
General Manager
Grawn, Michigan

Effective for service rendered on and
after February 20, 2017

Issued under the authority of the
Board of Directors.

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General Manager
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Original Sheet No. E-2.01	October 10, 2007

TOWNSHIPS SERVED

BENZIE COUNTY

Almira
Colfax
Homestead
Inland
Joyfield
Platte
Weldon

**GRAND TRAVERSE
COUNTY**

Acme
Blair
East Bay
Garfield
Grant
Green Lake
Long Lake
Mayfield
Paradise
Union
Whitewater

KALKASKA COUNTY

Boardman
Clearwater
Kalkaska

WEXFORD COUNTY

Springville
Wexford

**COMMUNITIES
SERVED**

LEELANAU COUNTY

Bingham
Centerville
Elmwood
*Empire
Kasson
Leelanau
Leland
Solon
Suttons Bay

MANISTEE COUNTY

Bear Lake
Brown
Cleon
Dickson
Manistee
Maple Grove
Marilla
Springdale
Pleasanton

Lake Ann
Thompsonville
Interlochen*
Mayfield*
Grawn*

*not incorporated

CHERRYLAND ELECTRIC COOPERATIVE'S SERVICE AREA



DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

- | | | |
|----------------------|---|---|
| Cooperative | - | Cherryland Electric Cooperative acting through its authorized officers or employees within the scope of their respective duties. |
| Applicant | - | A person , firm or corporation applying for electric service from the Cooperative at one location. |
| Member-Consumer | - | A person, firm or corporation purchasing electric service from the Cooperative under these Rules and Regulations. |
| Line Extension | - | The installation of such facilities as poles, fixtures, transformers, wires and other appurtenances that are necessary to connect a new Member-Consumer or Member-Consumers to the Cooperative’s distribution system. |
| Hertz | - | Cycle per second. |
| Kilowatt (kW) | - | Unit of electrical power representing rate of usage of energy; equivalent to 1,000 watts or approximately 1 1/3 horsepower. |
| Kilowatthour (kWh) | - | Unit of electrical energy equivalent to the use of one kilowatt for one hour. |
| Kilovoltampere (kVA) | - | Unit of apparent electrical power which at 100% power factor is equivalent to one kilowatt. |
| Demand | - | The load at the terminals of an installation system average over a specified period of time as expressed in terms of kW, kVA or other suitable units. |
| Power Factor (PF) | - | Ratio of kilowatt power to kilovoltampere apparent power. |
| Horsepower (hp) | - | Unit of mechanical power equivalent to 746 watts of electrical power or approximately 0.75 kW. |
| Month | - | Unless preceded by the word “calendar,” the term “month” shall refer to a “billing month.” |

(Continued on Sheet No. A-6.01)

DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS (Contd)
(Continued from Sheet No. A-6.00)

- Billing Month - The period between two successive, scheduled meter readings when a Member-Consumer is billed under the provision of a monthly rate schedule.
- Year - Unless preceded by the work “calendar,” the term “year” shall refer to a “billing year.”
- Billing Year - The period between two successive, scheduled meter readings, when a Member-Consumer is billed under the provisions of an annual rate schedule.
- Permanent Residence - A Member-Consumer’s primary place of residence as evidenced by it being their principle mailing address as shown by their voting registration address and their driver’s license.
- Seasonal Residence - A Member-Consumer’s secondary residence, not meeting the definition above of a “permanent residence,” which the Member-Consumer uses on a part time, irregular or seasonal basis for such purposes as vacation, recreation, retreat, etc.

**SECTION B
ADMINISTRATIVE RULES INDEX**

Set by the Michigan Public Service Commission and adopted/revised by the Cherryland Electric Cooperative Board of Directors effective February 20, 2017. A written summary of how Cherryland Electric Cooperative will implement the billing rules in these tariffs is available on the Cooperative's website or by requesting a copy in person at our office in Grawn.

**B1 TECHNICAL STANDARDS FOR ELECTRIC SERVICE (R 460.3101 - R 460.3804)
(FOR ALL MEMBER-CONSUMERS)**

http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1625_2016-018LR_AdminCode.pdf

PART 1. GENERAL PROVISIONS

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

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SECTION B
ADMINISTRATIVE RULES INDEX
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B1 TECHNICAL STANDARDS FOR ELECTRIC SERVICE (R 460.3101 - R 460.3804)
(FOR ALL MEMBER-CONSUMERS) - Continued

http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/1625_2016-018LR_AdminCode.pdf

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SECTION B
ADMINISTRATIVE RULES INDEX
(Continued from Sheet No. B-2.00)

B1 TECHNICAL STANDARDS FOR ELECTRIC SERVICE (R 460.3101 - R 460.3804)
(FOR ALL MEMBER-CONSUMERS) - Continued

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SECTION B
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http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/825_10791_AdminCode.pdf

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http://dmbinternet.state.mi.us/DMB/ORRDoes/AdminCode/826_10792_AdminCode.pdf

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SECTION I - INTRODUCTION

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

SECTION I - INTRODUCTION

These rules and regulations set forth the terms and conditions under which electric service will be provided by the Cooperative. They shall apply to all classes of service and shall govern the terms of all contracts for such service except that the Cooperative reserves the right to enter into special contracts subject to the general regulations of the Board of Directors of Cherryland Electric Cooperative (“Board”). Failure of the Cooperative to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.

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.

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.

Copies of the Cooperative’s Rules and Regulations and Rate Schedules for electric service are open to public inspection at the Cooperative’s offices and are available upon request.

SECTION II - TERMS AND CONDITIONS OF SERVICE

A. Membership and Electrical Service

Each Applicant for electric service may be required to sign the Cooperative’s “Application for Membership and For Electric Service.” Acceptance of service, with or without a signed application, shall be subject to compliance with the terms of the Standard Rules and Regulations and Rate Schedules as directed by the Board.

B. Ownership and Responsibility

1. Cooperative Owned Facilities – The Cooperative will normally install, own, operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Cooperative’s Standard Drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Cooperative’s service line at a location satisfactory to the Cooperative shall be the responsibility of the Member-Consumer. If building modifications hinder access to metering facilities, create a

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SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

hazardous condition, or cause a violation of code, the Member-Consumer will be responsible for all costs incurred by the Cooperative to correct these conditions.

- a. Access to Premises – The Member-Consumer shall provide at no expense to the Cooperative suitable space with provisions for installation and maintenance of the Cooperative’s facilities on the Member-Consumer’s premises. Authorized agents of the Cooperative shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the Cooperative’s facilities, or to inspect the Member-Consumer’s facilities or measure the Member-Consumer’s load. Authorized employees and agents shall carry identification furnished by the Cooperative and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.
- b. Use of Facilities – The Cooperative will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the Cooperative. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The Cooperative assumes no liability for property owned by others attached to its facilities. Unauthorized attachments to Cooperative facilities may be removed by the Cooperative.
- c. Protection – The Member-Consumer shall use reasonable diligence to protect the Cooperative’s facilities located on the Member-Consumer’s premises, and to prevent tampering or interference with such facilities. The Cooperative may discontinue service in accordance with any applicable rules of the Commission, in case the meter or wiring on the Member-Consumer’s premises has been tampered with or altered in any manner to allow unmetered or improperly metered energy to be used. In case of such unauthorized use of service, the Cooperative will continue service only after the Member-Consumer has agreed to pay for the unmetered energy used, pay all costs of discovery and investigation including rewards for discovery, and make provisions and pay charges for all 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)

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(Continued from Sheet No. C-2.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

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.

The Member-Consumer shall be responsible for inadequate performance of such facilities. Before purchasing equipment or installing wiring, it shall be the Member-Consumer’s responsibility to check with the Cooperative as to the characteristics of the service available. Any changes required to bring Member-Consumer’s service into compliance with code will be paid for by the Member-Consumer. The Cooperative reserves the right to make reasonable service charges for work performed by Cooperative personnel resulting from malfunction of the Member-Consumer’s facilities.

The Member-Consumer shall be responsible for notifying the Cooperative of any additions to or changes in the Member-Consumer’s equipment which might exceed the capacity of the Cooperative’s facilities, or otherwise affect the quality of service. The Member-Consumer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electrical service. The Member-Consumer shall install and maintain the necessary devices to protect the Member-Consumer’s equipment against service interruptions and other disturbances on the Cooperative’s system, as well as the necessary devices to protect the Cooperative’s facilities against overload caused by the Member-Consumer’s equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Cooperative.

C. Use of Service

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

(Continued on Sheet No. C-4.00)

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SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

1. Notice of Intent

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

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

- b. Termination – Any Member-Consumer desiring termination of service shall so notify the Cooperative a minimum of five (5) working days in advance so the service may be discontinued on a mutually agreeable date. Member-Consumers failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the Cooperative is obtained.

2. Conditions of Use

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

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

3. Nonstandard Service

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

Member-Consumers taking service under a Residential rate, or a General Service rate in a non-commercial area, desiring to connect equipment requiring additional capacity in excess of that provided by a single phase 200 amp service and 15 kVa of transformer capacity

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SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

shall be liable for the cost of all upgrades required to deliver the required capacity without causing disturbances to other Member-Consumers or detrimental effects to the Cooperative's distribution system. Such equipment includes, but is not limited to, resistive heat loads greater than 15 kW such as an On Demand Water Heater, Air Conditioner or Heat Pump with a thermal capacity greater than 4 tons not fitted with a Soft Start, or individual motors greater than 5 hp.

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

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

4. Resale of Electric Energy

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

5. Service to Single Metering Points

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

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

6. Point of Attachment

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

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(Continued from Sheet No. C-5.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

designated by the Cooperative. Where the Member-Consumer requests a point of attachment other than that specified by the Cooperative, and such alternative point of attachment is approved by the Cooperative, the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of attachment requested by the Member-Consumer, shall be borne by the Member-Consumer.

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. C-7.00)

(Continued from Sheet No. C-6.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

D. Nature and Quality of Service

The Cooperative and its supplier, Wolverine Power Supply Cooperative, Inc. (Wolverine) will endeavor to, but not guarantee to, furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

The Cooperative and Wolverine 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 of character occasioned thereby, due to causes or conditions beyond each Cooperative's control. 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 gross negligence or malicious acts 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 and Wolverine have 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 and Wolverine reserve 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 interruptions, curtailment or suspension.

E. Metering and Metering Equipment

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

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

1. Meter Testing - All testing of metering equipment will be done by qualified personnel either Cooperative employees or by independent agents meeting the requirements of 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.

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(Continued from Sheet No. C-7.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

- a. Routine Tests - The Cooperative will, through test procedures established by the Commission, endeavor to maintain its metering equipment with the accuracy limits prescribed by the Commission.
 - b. Tests Requested by Member-Consumer
Refer to Member Regulated Billing Rules-Metering.
 - c. Failure to Register - When a meter has stopped, or has failed to register all of the energy used, the Cooperative will make a charge to the Member-Consumer for the energy estimated to have been used.
2. Location of Meters - Meters for all single family residential service will be installed outdoors. Meters for other services may be installed outdoors if they are located so they are protected from traffic and are readily accessible for reading and testing. Meters which must be protected from inclement weather while being serviced or tested shall be located indoors or in a suitable housing where such work can be performed.

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

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

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

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(Continued from Sheet No. C-8.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

F. Special Charges

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

General Field Calls at Member's Request - (Advance payment requested)

During Regular Working Hours	\$75
Outside Regular Working Hours	\$125

Meter Test Charge As Billed by Contractor

Reconnect Charge at Meter

During Regular Working Hours	\$50
Outside Regular Working Hours	\$85

Reconnect Charge at Pole

During Regular Working Hours	\$125
Outside Regular Working Hour	\$175

Field Charge for Collection \$25

Returned Funds Handling Charge \$30

G. Other Conditions of Service

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

a. At Member-Consumer's Request

- (1) Upon Termination - The Cooperative will disconnect service with no charge to the Member-Consumer upon due notice as provided elsewhere in these rules. However, if restoration of service at the same location is requested by the same Member-Consumer or property owner(s), a reconnect charge will be applied. The reconnect charge will be increased by the amount of the minimum charge in the applicable rate schedule for

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SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

the months service was disconnected, provided such reconnect is made during the twelve (12) month period immediately following disconnect.

- (2) For Repairs - The Cooperative will temporarily disconnect service to facilitate repairs or other work on the Member-Consumer's equipment or premises. Special service charges as set forth in Section II, F, will be applicable.

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

- (1) With Due Notice - The Cooperative may disconnect service upon due notice for any of the following reasons:

For violation of these rules and regulations.

For failure to fulfill contractual obligations.

For failure to provide reasonable access to the Member-Consumer's premises.

For failure to pay any bill within the established collection period.

For failure to provide deposits as provided elsewhere in these rules.

Upon notice from governmental inspection authorities of condemnation of the Member-Consumer's facilities or premises.

For fraudulent representation as to the use of service.

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(Continued from Sheet No. C-10.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

- (2) Without Notice – The Cooperative reserves the right to disconnect service without notice for any of the following reasons:

Where hazardous conditions exist in Member-Consumer’s facilities.

Where the Member-Consumer’s use of service adversely affects the Cooperative’s facilities or service to other Member-Consumers.

For unauthorized reconnection after disconnection with due notice.

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 arrangements for payment of all fees and charges, including any applicable reconnect fees and deposits to guarantee payment for service.

2. Rate Application – The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the Member-Consumer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.

- a. Selection of Rates – In some cases the Member-Consumer is eligible to take service under any one or two or more rates. Upon request, the Cooperative will advise the Member-Consumer in the selection of the rate which will give the Member-Consumer 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.

(Continued on Sheet No. C-12.00)

(Continued from Sheet No. C-11.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

After the Member-Consumer has selected the rate under which the Member-Consumer elects to take service, the Member-Consumer will not be permitted to change from that rate to another rate until at least twelve months have elapsed. Neither will the Member-Consumer be permitted to evade this rule by temporarily terminating service. However, the Cooperative may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The intent of this rule is to prohibit frequent shifts from rate to rate.

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

- b. Apartment Buildings and Multiple Dwellings – An apartment building or multiple dwelling shall be considered as one containing nine or more rooms in which single rooms, suites or groups of rooms have individual cooking and kitchen sink accommodations. Service supplied through a single meter to an apartment building or multiple dwelling containing less than three apartments may be billed on the residential service rates on a single Member-Consumer basis. Service supplied through a single meter to an apartment building or multiple dwelling containing three or more apartments shall be billed in accordance with the following provisions:
- (1) Apartment Buildings or Multiple Dwellings Containing Three or Four Apartments – The Member-Consumer may have the option of being billed under either the Residential Service Rate, or the appropriate Commercial and Small Power Service Rate, or Large Power Service Rate. For the purpose of billing under the Residential Service Rate, the initial charge, the kilowatt-hour blocks and the minimum charge shall be multiplied by the number of apartments served through one meter.
 - (2) Apartment Buildings or Multiple Dwellings Containing Five or More Apartments – The Member-Consumer shall be billed under the appropriate Commercial and Small Power Service Rate, or Large Power Service Rate.
 - (3) “Master Metering” will be limited to existing Member-Consumers.

(Continued on Sheet No. C-13.00)

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(Continued from Sheet No. C-12.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

c. Homes or Dormitories for Groups Other than Private Family Units

Service supplied through a single meter to rooming houses, dormitories, nurses' homes, and other similarly occupied buildings containing sleeping accommodations for more than six persons shall be classified as commercial and billed on the appropriate service rate.

d. Farm Service – Single phase service shall be available to farms for residential use under the Residential Service Rate, and in addition service may be used through the same meter for any purpose as long as such use is confined to service for the culture, processing and handling of products grown or used on the Member-Consumer's farm. Use of service for purposes other than set forth above shall be served and billed on the appropriate Commercial and Small Power Service Rate.

e. Year-Round Service – Service to Member-Consumer at the address shown on the Member-Consumer's driver's license and voter's registration card.

f. Seasonal Service – Service to Member-Consumers other than to year-round Member-Consumers.

3. Deposits – Commercial and Industrial

Amount of the deposit will be limited to not more than two (2) times the Member-Consumer's estimated maximum bill.

Interest on deposits will be accrued at the rate of 7% per year and will be payable annually on request or at time the deposit is returned.

Deposits will be refunded when the Member-Consumer has established a satisfactory payment record with the Cooperative. Payment on time of bills for utility service for two (2) years shall be evidence of satisfactory credit.

The Cooperative may require a new or increased deposit from an existing Member-Consumer when it determines that the Member-Consumer's payment record with the Cooperative has become unsatisfactory. An unsatisfactory payment record is one consisting of two or more late payments in any twelve (12) month period or one necessitating the discontinuation of energy service.

(Continued on Sheet No. C-14.00)

(Continued from Sheet No. C-13.00)

SECTION II - TERMS AND CONDITIONS OF SERVICE (Contd)

Failure to make the required deposit as a condition to receiving service shall constitute grounds for discontinuance of service.

Deposits with accrued interest shall be refunded or credited to the final bill after discontinuance of service.

SECTION III - CONSTRUCTION POLICY

This section of the rules and regulations sets forth the terms and conditions under which the Cooperative will construct and extend its facilities to serve 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 minimum non-refundable connection charge of \$100.00 for a new service connection. This is a one-time service connection charge and successor Member-Consumers will not be required to pay this charge.

Contributions in aid of construction and other deposits made with the Cooperative under the provisions of this section shall be considered non-refundable 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 agreement under which such extension is constructed.

All construction requests for modifications to individual Residential electric service require payment of a non-refundable Construction Deposit of \$150.00 before on-site planning and design can begin. The Construction Deposit shall apply to changes to existing service requested by the Member-Consumer, or required by the Cooperative for safety or loading considerations, including upgrade of service, relocation, and underground service to replace existing overhead service. Any project not completed within 24 months of initial on-site design may require a new Construction Deposit. The Cooperative reserves the right to waive this deposit requirement as necessary or when mutually beneficial.

(Continued on Sheet No. C-15.00)

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(Continued from Sheet No. C-14.00)

SECTION III – CONSTRUCTION POLICY (Contd)

A. Service Extension Policy

1. Residential Service

- a. Charges - For each year-round dwelling, the Cooperative will provide a single phase line extension for a distance of 100 feet. Distribution line extensions in excess of 100 feet will require an advance deposit of \$6.00 per foot for all such excess footage. Line extensions greater than 1,500 feet or any involving extraordinarily unique considerations will be evaluated on a case-by-case basis. The Member-Consumer must provide recordable easements or rights-of-way acceptable to the Cooperative for all lands encumbered by the new line extension, the Cooperative will assist with the completion of standard easement forms. The Member-Consumer is ultimately responsible for providing all necessary easements required by the Cooperative.

- b. Construction - The Cooperative's standard practice shall be to install new line extensions underground, however the Cooperative may elect to install overhead service if practical difficulties prevent the installation of underground service using standard construction methods. When right-of-way clearing is required, additional charges for clearing will apply. The Member-Consumer may provide right of way clearing on their own property, however clearing on public lands, or on lands owned by others shall be completed by the Cooperative and the Member-Consumer shall provide a non-refundable contribution equal to the cost of clearing. If the Member-Consumer desires underground service where practical difficulties to trenching exist, such as, but not limited to, rocky ground, in or near waterways, swamps, marshes or wetlands or when the cable route passes under landscaping, driveways, patios or any other paved areas, the additional cost, including any directional boring, shall be non-refundable and paid by the Member-Consumer. In all cases the Cooperative shall determine which service type is allowable if installing overhead or underground service would be impractical or present a potential detriment to the electrical system or service to other Member-Consumers. An additional non-refundable amount of \$3.00 per foot for all footage shall be added for practical difficulties associated with winter construction in the period from December 15 to March 31 inclusive. This charge will not apply to jobs which are inspected, paid, and ready for construction prior to November 1. Line extension policies for auxiliary uses such as pole barns, RV pads, accessory buildings, or where three phase service is requested are defined in other sections of the Construction Policy.

(Continued on Sheet No. C-16.00)

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(Continued from Sheet No. C-15.00)

SECTION III – CONSTRUCTION POLICY (Contd)

- c. Measurement - The length of any line extension will be designed and measured along the most practical route of the extension, using standard construction practices, from the Cooperative's nearest facilities in an accessible right-of-way from which the extension can be made to the Member-Consumer's meter base. If the Member-Consumer requests special routing of the line, the Member-Consumer will be required to pay the actual cost resulting from the special routing, which may be greater than \$6.00 per foot.
 - d. Refunds - During the five (5) year period immediately following the date of payment, the Cooperative will make refunds of the charges paid for financed line extensions greater than 400 feet under provisions of Paragraph a, above. The amount of any such refund shall be up to \$500.00 for each permanent electric service to a new year-round dwelling subsequently connected directly to the facilities financed by the Member-Consumer. Such refunds will be made only to the original contributor if still receiving service at the same location. The total refund shall not exceed the refundable portion of the contribution.
2. Commercial or Industrial Service
- a. Cooperative Financed Extensions - 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 three (3) times the annual revenue anticipated to be collected from Member-Consumers initially served by the extension.
 - b. Charges - When the estimated cost of construction of such facilities exceeds the Cooperative's maximum initial investment as defined in Paragraph a, the applicant shall be required to make a deposit in the entire amount of such excess construction costs.
3. Service Extensions to Loads of Questionable Permanence

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

(Continued on Sheet No. C-17.00)

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(Continued from Sheet No. C-16.00)

SECTION III – CONSTRUCTION POLICY (Contd)

- a. Charges - Prior to the commencement of construction, the Member-Consumer shall make a deposit with the Cooperative in the amount of the Cooperative's estimated construction and removal less cost of salvage. Such construction estimates shall include the cost of extending the Cooperative distribution facilities and of increasing capacity of its existing facilities to serve the Member-Consumer's load.
- b. Refunds - At the end of each year the Cooperative will make a refund on the amount deposited from revenues derived from the Member-Consumer for electric service from the facilities covered by the deposit. The amount of such refund for any given year or part thereof shall be computed as follows:

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

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; or,

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

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; or,

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 above.

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

4. Commercial and Residential Development Policy

The Cooperative, at the request of the developer, will install an underground electric distribution system for all new residential subdivisions, mobile home parks, multiple

(Continued on Sheet No. C-18.00)

(Continued from Sheet No. C-17.00)

SECTION III – CONSTRUCTION POLICY (Contd)

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 recordable easements or rights-of-way acceptable to the Cooperative. The easements are to be coordinated with other utilities and will include easements for streetlighting cable.

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

The developer or owner requesting underground construction must make a non-refundable contribution to the Cooperative for primary switching cabinets. When a switching cabinet is required exclusively for one Member-Consumer, that Member-Consumer will contribute the actual installed cost of the switching cabinet. When more than one Member-Consumer is served from the switching cabinet, each Member-Consumer's contribution will be the prorated total installed cost of the switching cabinet based on the number of positions required for each Member-Consumer.

If trenching is required where practical difficulties exist, such as in rock or in sodden ground or when boring under streets, driveways, patios or any other paved areas, additional obstruction charges in addition to the per foot charges stated in this rule shall apply.

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

An additional amount of \$3.00 per foot shall be added to trenching charges for practical difficulties associated with winter construction in the period from December 15 to March 31 inclusive. This charge will not apply to jobs which are ready for construction and for which the construction meeting has been held prior to November 1.

(Continued on Sheet No. C-19.00)

(Continued from Sheet No. C-18.00)

SECTION III – CONSTRUCTION POLICY (Contd)

5. Residential Development

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

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.

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

For the 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 agreements for reimbursement exists between the Cooperative and other utilities.

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

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

(Continued on Sheet No. C-20.00)

(Continued from Sheet No. C-19.00)

SECTION III – CONSTRUCTION POLICY (Contd)

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

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

(2) Refunds - During the five (5) year period immediately following completion of the construction, the Cooperative will refund up to \$500.00 for each for each permanent electric service to a new year-round dwelling connected within the subdivision. Such refunds will be made only to the original depositor and in total shall not exceed the refundable portion of the deposit. The deposit shall bear no interest.

b. Service Laterals - The Cooperative will install, own, operate and maintain an underground service lateral from termination of its facilities at the property line to a metering point on each new residence in the subdivision.

(1) Contribution – For a standard installation the applicant shall make a nonrefundable contribution in aid of construction governed by Section III, A, 1, a. above.

(2) Measurement – The “trench feet” shall be determined by measuring from the termination of Cooperative’s facilities at the property line along the route of the lateral trench to a point directly beneath the electric meter.

6. Commercial Development

Distribution facilities in the vicinity of new commercial loads and built solely to serve such loads will be placed underground, however the Cooperative may elect to install overhead service if practical difficulties prevent the installation of underground service using standard construction methods. 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.

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(Continued from Sheet No. C-20.00)

SECTION III – CONSTRUCTION POLICY (Contd)

In all cases the Cooperative shall determine which service type is allowable if installing overhead or underground service would be impractical or present a potential detriment to the electrical system or service to other Member-Consumers. 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.

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, backfilling, conduits and manholes acceptable to the Cooperative for installation of cables on the property.

- a. Contribution - For standard installation of distribution facilities, the applicant shall make a non-refundable contribution in aid of construction of \$6.00 per trench foot for single phase primary line and \$12.00 per trench foot for three phase primary line.

Transformers will be charged on an installed basis of \$6.00 per kVA.

Secondary and Service, as this term is generally understood in the electric utility field (on Member-Consumer's property), is charged at \$6.00 per trench foot.

- b. Measurement - "Trench length" shall be determined by measuring along the centerline of the trench as follows:

(Continued on Sheet No. C-22.00)

(Continued from Sheet No. C-21.00)

SECTION III – CONSTRUCTION POLICY (Contd)

- (1) Primary Extensions - shall be measured along the route of the primary cable from the Cooperative's nearest facilities in an accessible right-of-way from which the extension can be made to each transformer or other primary termination.
 - (2) Secondary Extensions - shall be measured from each transformer or other secondary supply terminal along the route of the secondary cable to each secondary pedestal or termination.
 - (3) Service Laterals - shall be measured from the pole or underground Secondary terminal to which the service lateral is connected along the route of the lateral trench to the point of connection to the Member-Consumer's facilities.
- c. Industrial Service - This includes service to all buildings used primarily for the assembly, processing or manufacturing of goods.
- (1) Contribution - The applicant shall make a contribution according to the Commercial Development contribution above.
- d. Mobile Home Parks - Distribution facilities in new mobile home parks shall be placed underground. Extension from existing overhead systems in mobile home parks will be placed underground.

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

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

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

(Continued on Sheet No. C-23.00)

(Continued from Sheet No. C-22.00)

SECTION III – CONSTRUCTION POLICY (Contd)

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 private communication systems, should be in separate trenches, if possible. Subject to an agreement with the Cooperative, these cable systems may occupy the same trench. The park owner must agree to pay a share of the trenching cost plus the extra cost of the additional backfill if required and agree to notify the other using utilities when maintenance of the park owner's 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) Contribution - The park owner shall be required to make a nonrefundable contribution in aid of construction as follows:

(1) Primary and Secondary Extensions - An amount equal to the product of the total trench length in feet multiplied by \$6.00. Should three phase be required by the Cooperative, three phase trench lengths multiplied by \$12.00.

(2) Service Loops or Laterals - An amount equal to the product of the total trench length in feet multiplied by \$6.00.

(3) Transformers - \$6.00 per kVA.

(4) Measurement - The "trench length" shall be measured the same as provided for measurement of cable trench in commercial installations.

7. Other Conditions

a. Obstacles to Construction - Where unusual construction costs are incurred by the Cooperative due to physical obstacles such as, but not limited to: rocky ground, in or near waterways, swamps, marshes or wetlands or when the cable route passes under landscaping, driveways, patios or any other paved areas, the additional cost, including any directional boring, shall be non-refundable and paid by the Member-

(Continued on Sheet No. C-24.00)

(Continued from Sheet No. C-23.00)

SECTION III – CONSTRUCTION POLICY (Contd)

Consumer. The Cooperative reserves the right to refuse to place its facilities under road or railroad rights-of-way in cases where, in the Cooperative's judgment, such construction is impractical.

- b. Contribution - Prior to commencement of construction, the applicant shall make a contribution in aid of construction as required by the appropriate section of the Construction Policy.
- c. Geographical Exceptions - These rules apply uniformly to all portions of the Cooperative's service area.
- d. Replacement of Overhead Facilities - Existing overhead electric distribution service lines may, at the request of the Member-Consumer, 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. Prior to the commencement of construction, the Member-Consumer shall make a non-refundable deposit with the Cooperative in the amount of the Cooperative's estimated cost of removal of the overhead facilities. Contribution in aid of construction for the underground facilities shall be made as required by the appropriate section of the Construction Policy.
- e. Local Ordinances - The Cooperative reserves the right, where local ordinance requirements are more stringent than these rules, to apply to the Commission for such relief as may be necessary.

B. Miscellaneous General Construction Policy

1. Easements and Permits

- a. New Residential Subdivisions - The developer of a new residential subdivision shall cause to be recorded with the plat of the subdivision a public utility easement approved by the Cooperative for the entire plat. Such easement shall include a legal description of areas within the plat which are dedicated for utility purposes, and also other restrictions as shall be determined by the Cooperative for construction, operation maintenance and protection of its facilities.

(Continued on Sheet No. C-25.00)

(Continued from Sheet No. C-24.00)

SECTION III - CONSTRUCTION POLICY (Contd)

- b. Other 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 cost incurred by the Cooperative for rights-of-way and permit fees shall be borne by the applicant(s).

2. Temporary Service

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

When 120/240 volt single-phase service is desired and when such service can be provided at the site without exceeding 10 feet at the time temporary service is desired, the charge for installation and removal of temporary, single phase, three wire, 120/240 volt service shall be:

For temporary overhead service	\$200
For temporary underground service, during the period from April 1 to December 14	\$200
For temporary underground service, during the period from December 15 to March 31	\$200 plus \$3.00 per foot

When 120/240 volt single-phase service is desired, and requires more than 10 feet of extension, or if other than 120/240 volt single phase service is desired, the charge for installation and removal shall be based on the cost thereof.

(Continued on Sheet No. C-26.00)

(Continued from Sheet No. C-25.00)

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:

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

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

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

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

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

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

Radio and television stations utilized for the transmittal of emergency messages and public information broadcasts related to these procedures.

Although these types of Member-Consumers will be given special consideration from the manual load shedding provisions of this procedure, they are encouraged to install emergency generation equipment if continuity of service is essential. It is known that some of the township fire departments in the more rural parts of Michigan have portable generation equipment available. Maximum use should be made of these facilities.

(Continued on Sheet No. C-27.00)

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SECTION IV - EMERGENCY ELECTRICAL PROCEDURES (Contd)

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:

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.

With no substantial generation of its own and being to a great extent dependent on outside sources for energy, the Short-Term, Sudden, Unanticipated Capacity Shortage may result in temporary complete loss of service to the Cooperative. However, the Cooperative will make every effort to resume service to essential Member-Consumers as soon as practicable.

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

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

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(Continued from Sheet No. C-27.00)

SECTION IV - EMERGENCY ELECTRICAL PROCEDURES (Contd)

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.

Service will be interrupted to loads rendered service under interruptible tariffs.

Voltage will be reduced not more than six percent.

Voluntary load reductions will be requested of large commercial and industrial Member-Consumers by procedures established in their respective load management plans.

Voluntary load reductions will be requested of all other Member-Consumers through appropriate media appeals.

Load shedding of firm Member-Consumer loads will be initiated. Service so interrupted shall be of selected distribution circuits throughout the Cooperative area. Such interruptions shall be consistent with the criteria established for essential health and safety Member-Consumers and will, insofar as practicable, be alternated among circuits. Records will be maintained to insure that during subsequent capacity shortages, service interruptions may be rotated throughout the Cooperative service area in an equitable manner.

D. Long-Term Capacity or Fuel Shortage

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

Curtail use during hours of maximum system demand of non-essential energy on premises controlled by the Cooperative including parking and large area lighting and interior lighting, except lighting required for security and safety, and other uses of energy both during and outside normal business hours.

(Continued on Sheet No. C-29.00)

Issued **May 18, 2022**
By Tony Anderson
General Manager
Grawn, Michigan

Effective for service rendered on and
after **June 15, 2022**

Issued under the authority of the
Board of Directors.

(Continued from Sheet No. C-28.00)

SECTION IV - EMERGENCY ELECTRICAL PROCEDURES (Contd)

Initiate voluntary energy curtailment during hours of maximum system demand of all Member-Consumers by requesting, through mass communication media, voluntary curtailment by all Member-Consumers of a minimum of ten percent of their electric use. This use will include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed or deferred to off-peak hours.

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. Emergency Procedures of Wholesale Suppliers

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

(Continued on Sheet No. C-30.00)

Issued **May 18, 2022**
By Tony Anderson
General Manager
Grawn, Michigan

Effective for service rendered on and
after **June 15, 2022**

Issued under the authority of the
Board of Directors.

SECTION V - Member Data Privacy

A. Data Privacy – Definitions

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

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

“Member” means a purchaser of electricity that is supplied or distributed by a utility for residential or non-residential purposes or a person or entity defined as a member under the Cooperative’s Bylaws.

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

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

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

(Continued on Sheet No. C-31.00)

(Continued from Sheet No. C-30.00)

SECTION V - Member Data Privacy (Contd)

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

“Primary Purpose” means the collection, use, or disclosure of information collected by the Cooperative or supplied by the member where there is a business need or emergency response in order to: (1) provide, bill, or collect for, electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Cooperative’s approved tariff; (4) assist in the administration and planning of member services and energy use services; or (5) provide for any other legally allowable service or action which is consistent with the terms and conditions of this Member Data Privacy Tariff and is undertaken by the Cooperative to enhance the member experience or improve electric service.

“Secondary Purpose” means any purpose that is not a Primary Purpose.

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

“Third Party” means a person or entity that has no contractual relationship with the Cooperative to perform services or act on behalf of the Cooperative.

B. Collection and Use of Data and Information

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

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

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

(Continued on Sheet No. C-32.00)

(Continued from Sheet No. C-31.00)

SECTION V - Member Data Privacy (Contd)

C. Disclosure Without Member Consent

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

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

D. Disclosure to Cooperative Agents and Contractors

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

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

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

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

(Continued on Sheet No. C-33.00)

(Continued from Sheet No. C-32.00)

SECTION V - Member Data Privacy (Contd)

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

E. Member Access to Data

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

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

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

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

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

(Continued on Sheet No. C-34.00)

(Continued from Sheet No. C-33.00)

SECTION V - Member Data Privacy (Contd)

F. Member Notice of Privacy Policies

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

G. Limitation of Liability

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

Power Supply Cost Recovery

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

A utility like Cherryland establishes retail rate energy charges. The retail rate is measured in kilowatt hours (kWh) and consists of two different components – power supply and the costs necessary to operate the utility. The portion of Cherryland’s base rate designated for power supply is \$0.08938 per kWh.

Each year Cherryland balances its actual power supply costs against the power supply base rate charge embedded in its retail rates. Depending on whether the actual power supply costs exceed or fall below the power supply charge of \$0.08938, Cherryland passes along the additional cost or savings to its members through a billing line item labeled “PSCR Adjustment”.

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

Below is Cherryland’s PSCR billing for 2022, the Actual Factor Billed is updated on this page quarterly:

<u>Year</u>	<u>Month</u>	Maximum Authorized 2022 PSCR Factor (per kWh)	Actual Factor Billed (per kWh)
2022	January	\$0.01880	\$0.00800
	February	\$0.01880	\$0.00800
	March	\$0.01880	\$0.00400
	April	\$0.01880	\$0.00400
	May	\$0.01880	
	June	\$0.01880	
	July	\$0.01880	
	August	\$0.01880	
	September	\$0.01880	
	October	\$0.01880	
	November	\$0.01880	
	December	\$0.01880	

Power Supply Cost Recovery

Cherryland’s PSCR billing for the 2021 calendar year:

<u>Year</u>	<u>Month</u>	Maximum Authorized 2021 PSCR <u>Factor</u> (per kWh)	Actual Factor <u>Billed</u> (per kWh)
2021	January	\$0.01880	\$0.00000
	February	\$0.01880	\$0.00000
	March	\$0.01880	\$0.00000
	April	\$0.01880	\$0.00000
	May	\$0.01880	\$0.00000
	June	\$0.01880	\$0.00000
	July	\$0.01880	\$0.00000
	August	\$0.01880	\$0.00000
	September	\$0.01880	\$0.00000
	October	\$0.01880	\$0.00000
	November	\$0.01880	\$0.00800
	December	\$0.01880	\$0.00800

Energy Optimization Program Clause

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

The approved Energy Optimization Surcharges are shown here:

<u>Sheet No.</u>	<u>Schedule</u>	<u>Rate</u>	Approved Maximum \$/kWh	2018 Surcharge Billed
D-5.00	A	Residential Service	\$ 0.00143	\$ 0.00

<u>Sheet No.</u>	<u>Schedule</u>	<u>Rate</u>	Maximum \$/meter/mo	2018 Surcharge Billed
D-7.00	C	General Service	\$ 1.64	\$ 0.00
D-12.00	LCI	Large Commercial & Industrial	\$ 247.81	\$ 0.00
D-13.00	LP	Large General Service	\$ 26.36	\$ 0.00
D-14.00	LPTOD	Large Power Time-of-Day	\$ 26.36	\$ 0.00
D-16.00	OTD	Optional Irrigation Time-of-Day	\$ 1.64	\$ 0.00
D-17.00	PSDS	Primary Service	\$ 497.36	\$ 0.00

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. Upon execution, copies of such contracts shall be filed with the Michigan Public Service Commission. 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-ways prior to execution of a contract with the Cooperative.

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

REQUIREMENTS FOR OPERATION OF PARALLEL GENERATION FACILITIES

(COGENERATORS AND SMALL POWER PRODUCERS)

In order to provide for the safety of Members, utility personnel, and others, and to assure reliable electric service consistent with the requirements of the Public Utility Regulatory Policies Act of 1978, the following requirements are established for connection and/or operation of generation facilities in parallel with the Cooperative's distribution system:

Availability

These requirements include all generation facilities that qualify under Section 210 of the Public Utility Regulatory Policy Act of 1978, and which have a total design capacity of 100 kW or less ("Generator"). Generation facilities over 100 kW will be handled on an individual basis.

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

Safety and Reliability Requirements

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

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

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 Generator shall advise the Cooperative prior to making any revisions to the 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.

**REQUIREMENTS FOR OPERATION OF
PARALLEL GENERATION FACILITIES
(Continued from Sheet No. D-3.00)**

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

Reimbursement of Costs

The Generator 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 generating equipment in parallel with the Cooperative's system. The Generator 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 generation facility.

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

Sales to Cooperative

A Generator wishing to sell power must arrange to do so with the generation and transmission Cooperative which provides all of the Cooperative's power requirements.

**DEFINITION OF TIME PERIODS
USED IN TIME-OF-DAY RATES**

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

- (1) Peak Period: 5:00 PM to 10:00 PM, weekdays
excluding holidays
- (2) Intermediate Period: 7:00 AM to 5:00 PM and 5:00 PM to
10:00 PM, weekends and holidays
- (3) Off Peak Period: 10:00 PM to 7:00 AM
- (4) Designated holidays:
 - (a) New Year's Day
 - (b) Good Friday
 - (c) Memorial Day
 - (d) Independence Day
 - (e) Labor Day
 - (f) Thanksgiving Day
 - (g) Christmas Day

The Cooperative may revise the above schedule of time period hours from time to time and a new schedule, effective thirty days after its issuance date, will remain in effect until the effective date of any succeeding schedule.

**RESIDENTIAL SERVICE
SCHEDULE A**

Availability

This rate is available to Members of the Cherryland Electric Cooperative for service to individual farm and permanent residential units for all usual farm and residential purposes subject to the Cooperative's established rules and regulations. When a portion of a residence or farm unit is definitely and primarily used for other than usual residential and farm purposes, this schedule is not applicable. However, if the wiring is so arranged that service for residential and farm purposes can be separately metered, this schedule is applicable to the residential and farm portion of the service and the remainder of the service will be separately metered and billed under whatever schedule is applicable. If the wiring is not so arranged that residential and farm use can be separately metered, then service must be taken under the appropriate general service schedule.

An apartment house may elect this schedule, except that the service charge shall be multiplied by the number of apartments. No credit will be given for unoccupied apartments.

Service under this schedule is limited to individual motors up to and including ten (10) horsepower unless otherwise authorized in writing by the Cooperative.

Type of Service

Alternating current, 60 hertz, single-phase, secondary voltage. The particular nature of the voltage is to be determined by the Cooperative.

Monthly Rate

Availability Charge: \$18.00 per month

Energy Charge: \$0.1191 per kWh

Energy Optimization:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00.

Minimum Charge

The minimum charge under the above rate shall be the Availability Charge, except in the case of apartment houses (see "Availability" above).

**RESIDENTIAL SERVICE
SCHEDULE A
(Continued from Sheet No. D-5.00)**

Michigan Sales Tax

This tax shall be added to all bills, including minimums, where applicable.

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors.

Late Payment Charge

A late payment charge of 2% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

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 Members 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.

**SEASONAL RESIDENTIAL SERVICE
SCHEDULE AS**

THIS RATE HAS BEEN CANCELLED

Issued December 1, 2010
By Tony Anderson
General Manager
Grawn, Michigan

Effective for service rendered on and after
December 1, 2010

Issued under authority of the Board of
Directors dated November 22, 2010

**GENERAL SERVICE
SCHEDULE C**

Availability

This rate is available to all Members of the Cherryland Electric Cooperative for all uses at secondary voltage, subject to the established rules and regulations of the Cooperative, when the demand is less than 50 kW including Members with residential usage that do not qualify for Residential Service (Schedule A).

Type of Service

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

Monthly Rate

Availability Charge:

Single Phase \$19.50 per month

Three Phase \$36.50 per month

Energy Charge: \$0.10627 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00

Michigan Sales Tax

This tax shall be added to all bills, including minimums, where applicable.

Minimum Charge

The minimum monthly charge shall be the Availability Charge. For Members requiring more than 15 kVA of transformer capacity, the minimum monthly charge shall be the Availability Charge plus \$0.20 per kVA, for all kVA over 15 kVA of required transformer capacity.

**GENERAL SERVICE
SCHEDULE C
(Continued from Sheet No. D-7.00)**

Terms of Service:

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors.

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

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 Members 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.

MEMBER OWNED BACKUP GENERATION

Cherryland Electric Cooperative, through its wholesale power supplier, has an interest in interruptible commercial load. Members taking service under retail rate LC&I or PSDS with firm on-site generating capacity of 100 kW or greater qualify. An interconnection and operating agreement is required. Please contact our office.

Issued TBD
By Tony Anderson
General Manager
Grawn, Michigan

Effective for bills rendered on and after
September 1, 2011

Issued under authority of the Board of
Directors dated TBD

**CONTROLLED HEATING SERVICE
SCHEDULE CH**

THIS RATE IS CLOSED AND NON-TRANSFERRABLE

Availability

Available to Members of the Cooperative already taking monthly service concurrently under Rate Schedule A or C. This rate is for controlled service to space heating loads, storage domestic water heating loads and associated air conditioning loads which are controlled by the Cooperative. Service is subject to the established rules and regulations of the Cooperative. A Member Service Agreement is required for service under this schedule.

Type of Service

Alternating current, 60 hertz, at approximately 120/240 volts, single phase, three-wire, separately metered subject to service availability as follows:

Option No. 1 - Storage Heating

This option is available for electric space heating loads with sufficient heat storage capacity to withstand extended daily control of the electric supply. This option is also available to domestic storage water heaters. Domestic storage water heaters must have a minimum storage capacity of 100 gallons and a minimum heating capacity of 4,500 watts. Service under this option is available only between the hours of 10:00 PM to 7:00 AM.

Option No. 2 - Dual Fuel Heating

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

**CONTROLLED HEATING SERVICE
SCHEDULE CH
(Continued from Sheet No. D-9.00)**

THIS RATE IS CLOSED AND NON-TRANSFERRABLE

Option No. 3 - Air Conditioning

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

Monthly Rate

Energy Charge:

As set forth in Rate Schedules A and C respectively discounted @ 3.0¢ per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00.

Terms of Payment

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

Michigan State Sales Tax

Michigan Sales Tax will be added to all bills, including minimum charges, 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 Members 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.

**MEMBER-CONSUMER OWNED GENERATION
SCHEDULE COG**

Availability

This rate is available only to Members with on-site combined electric generating capacity of 100 kVA or greater. Service will be separately metered with a recording demand meter that uses electronic memory for recording data. The Member-Consumer, at its sole cost, shall provide a phone service to the metering location. If the Cooperative has to read the meter because the *telephone* line did not function properly, the Member-Consumer will pay the authorized meter-reading fee. There are two options for service under this rate, the LP rate and the LPTOD (Time of Day) Rate.

Type of Service

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

Monthly Rate

LP Rate

Availability Charge: \$69.00 per month

Demand Charge:

Distribution Demand - maximum demand for current month or prior 11 months
\$2.90 per kW for service at secondary voltage
\$2.70 per kW for service at primary voltage

Plus: Demand - maximum demand for current month
\$7.35 per kW

Energy Charge: \$0.07558 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00.

Demand shall be the kilowatts (kW) supplied during the 15-minute period of maximum usage.

**MEMBER-CONSUMER OWNED GENERATION
SCHEDULE COG
(Continued from Sheet No. D-10.00)**

LPTOD Rate

Availability Charge: \$80.50 per month

Demand Charge:

Distribution Demand- maximum demand for current month or prior 11 months
\$3.00 per kW for service at secondary voltage
\$2.80 per kW for service at primary voltage

Plus: Peak Period Demand- peak period demand for current month
\$13.00 per KW

PLUS: Energy Charge \$0.07454 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00.

Determination of Billing Demand

Distribution Demand- The maximum kilowatt demand established by the Member-Consumer consumer for any period of 15 consecutive minutes during the current month or the previous 11 months, as indicated or recorded by a demand meter.

Peak Period Demand - The maximum kilowatt demand established by the Member-Consumer for any period of 15 consecutive minutes during the on-peak period of the month for which the bill is rendered, as indicated or recorded by a demand meter. The peak period is defined on Sheet No. D-4.00.

Minimum Charge

The Minimum Charge shall be the Availability, Demand and Energy Optimization Charges.

**MEMBER-CONSUMER OWNED GENERATION
SCHEDULE COG
(Continued from Sheet No. D-10.01)**

Parallel Generation

Service is subject to the Cooperative's Requirements for Operation of Parallel Generation Facilities as set forth on Sheet No. D-3.00-D-3.01.

Primary Service Discount

A discount of \$0.20 per kVA of contract capacity will be applied to the bill when service is taken by the consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0% shall be applied to the bill. The 2.0% discount shall be applied after the \$0.20 per kVA discount

Power Factor

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

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors.

**MEMBER-CONSUMER OWNED GENERATION
SCHEDULE COG
(Continued from Sheet No. D-10.02)**

Tax Adjustments

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

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

Michigan State Sales Tax

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

**CONTROLLED WATER HEATER SERVICE
SCHEDULE CWH**

THIS RATE HAS BEEN CANCELLED

**LARGE COMMERCIAL AND INDUSTRIAL SERVICE
SCHEDULE LCI**

Availability

This rate is available to commercial and industrial Members for all uses at secondary voltage, subject to the established rules and regulations of the Cooperative, where monthly billing demand is 250 kW or greater. Service under this rate is not available to accounts with an average annual demand greater than 500 kW.

Service will be separately metered with a recording demand meter that uses electronic memory for recording data. The Member at its sole cost, shall provide a dedicated phone service to the metering location.

Subject to the Cooperative's Retail Access Service Tariff, this schedule is available to Members for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery subject to the following conditions:

- A. The Member must have a Maximum Demand of at least 1 MW. Individual Members receiving demand metered service who are eligible to be taking service under the Cooperative's Schedule LP, Schedule LC&I and Schedule 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. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- B. The Member 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 and/or Alternative Electric Supplier (AES).
- D. The Member must agree to purchase any default energy delivered pursuant to Schedule RASS-Retail Access Standby Service in addition to the service specified herein.

Type of Service

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

**LARGE COMMERCIAL AND INDUSTRIAL SERVICE
SCHEDULE LCI
(Continued from Sheet No. D-12.00)**

Monthly Rate

Distribution Delivery Service

Availability Charge	\$160.00
Distribution Demand Charge	\$5.00 per kW
Distribution Energy Charge	\$0.00172 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.02.

Power Supply Service – not applicable to Retail Access Service

WPSC Power Delivery	\$6.89 per kW
WPSC Historical Coincident Demand	\$3.74 per kW
Power Supply Energy Charge	\$0.06052 per kWh

Monthly Billing Demand

Distribution Delivery Component:

The maximum kilowatt demand established by the Member, as indicated or recorded by a demand meter, for any period of 15 consecutive minutes during the month for which the bill is rendered.

Power Supply Components:

WPSC Power Delivery – The maximum kilowatt demand established by the Member, as indicated or recorded by a demand meter, during the one hour period coincident with Cherryland Electric Cooperative’s monthly system peak demand during seasonal Power Delivery Hours.

Power Delivery Hours – 3:00pm to 6:00pm May through September, 6:00pm to 9:00pm October through April.

WPSC Historical Coincident Demand – The average of the maximum kilowatt demand established by the Member, as indicated or recorded by a demand meter, during the one hour period coincident with Wolverine Power Cooperative’s monthly system peak demand over the past 36 months of the three most recent complete calendar years.

**LARGE COMMERCIAL AND INDUSTRIAL SERVICE
SCHEDULE LCI
(Continued from Sheet No. D-12.01)**

Power Factor

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

Minimum Charge

The minimum charge shall include the Availability Charge, and a Distribution Demand Charge of 250 kW.

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

Contracts

A contract may be required 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 the Cooperative's investment toward construction is in excess of that provided for in the Cooperative's Rules and Regulations without contribution toward construction by the Member.

Primary Service and Metering

A discount of \$0.20 per kVA of contract capacity will be applied to the bill when service is taken by the consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0% shall be applied to the bill. The 2.0% discount shall be applied after the \$0.20 per kVA discount.

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors and the *Retail Access Service Tariff* where applicable.

Michigan Sales Tax

Michigan Sales Tax will be added to all bills, including minimum charges, where applicable.

**LARGE COMMERCIAL AND INDUSTRIAL SERVICE
SCHEDULE LCI
(Continued from Sheet No. D-12.02)**

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 Members 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.

**LARGE GENERAL SERVICE
SCHEDULE LP**

Availability

This rate is available to all Members of the Cherryland Electric Cooperative (Cherryland) for all uses at secondary voltage when billing demand is 25 kW or more, subject to rules and regulations of the Cooperative. This rate is not available to Members with combined generating unit capacities above 100 kVA.

Subject to the Cooperative's Retail Access Service Tariff, this schedule is available to Members for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery subject to the following conditions:

- A. The Member must have a Maximum Demand of at least 1 MW. Individual Members receiving demand metered service at multiple metering points who are eligible to be taking service under the Cooperative's Schedule LP, Schedule LC&I and Schedule 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. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- B. The Member 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 and/or Alternative Electric Supplier (AES).
- D. The Member must agree to purchase any default energy delivered pursuant to Schedule RASS-Retail Access Standby Service in addition to the service specified herein.

Type of Service

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

**LARGE GENERAL SERVICE
SCHEDULE LP
(Continued from Sheet No. D-13.00)**

Monthly Rates

Availability Charge: \$69.00 per month

Distribution Service

Distribution Demand Charge: \$2.90 per kW

Distribution Variable Charge: \$0.00400 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Service (not applicable to Retail Access Service)

Demand Charge \$5.71 per kW

Energy Charge \$0.06947 per kWh

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00

Minimum Charge

The Minimum Charge shall be the Availability Charge, Demand Charge of 25 kW, and Energy Optimization Surcharge. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require. Such minimum charges will be specified in a supplemental contract between the Cooperative and the Member.

Billing Demand

The Billing Demand shall be the kilowatts (kW) supplied during the 15-minute period of maximum usage in the billing period.

Power Factor

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

**LARGE GENERAL SERVICE
SCHEDULE LP
(Continued from Sheet No. D-13.01)**

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

Primary Service and Metering

A discount of \$0.20 per kVA of contract capacity will be applied to the bill when service is taken by the consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0% shall be applied to the bill. The 2.0% discount shall be applied after the \$0.20 per kVA discount.

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors and the *Retail Access Service Tariff* where applicable.

Tax Adjustments

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

**LARGE POWER TIME-OF-DAY SERVICE
SCHEDULE LPTOD**

Availability

This rate is available to all Member of the Cherryland Electric Cooperative for all uses at secondary voltage, when billing demand is 25 kW or more, subject to rules and regulations of the Cooperative. This rate is not available to Members with combined generating unit capacities above 100 *kVA*.

Type of Service

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

Monthly Rate

Availability Charge: \$80.50 per month

Demand Charge:

Peak Period \$11.50 per kW plus
Maximum \$ 3.00 per kW

Energy Charge: \$ 0.06947 per kWh for all kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00.

Minimum Charge

The Minimum Charge shall be the Demand Charge for 25 kW plus the Availability Charge, plus the Energy Optimization Surcharge.

Determination of Billing Demand

Peak Period - The Peak Period Billing Demand shall be the maximum kilowatt demand established by the Member for any period of 15 consecutive minutes recorded during the peak period for the month for which the bill is rendered, as indicated or recorded by a demand meter. The peak period is defined on Sheet No. D-4.00.

Maximum Demand - The Maximum Billing Demand shall be the maximum kilowatt demand established by the Member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

**LARGE POWER TIME-OF-DAY SERVICE
SCHEDULE LPTOD
(Continued from Sheet No. D-14.00)**

Primary Service Discount

A discount of \$0.20 per kVA of contract capacity will be applied to the bill when service is taken by the consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0% shall be applied to the bill. The 2.0% discount shall be applied after the \$0.20 per kVA discount.

Power Factor

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

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors.

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

Tax Adjustments

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

Michigan State Sales Tax

Michigan State Sales Tax will be added to all bills, including minimums, where applicable.

**OUTDOOR LIGHTING SERVICE
SCHEDULE OL**

Availability

This rate is available to all Members of Cherryland Electric Cooperative for outdoor protective lighting service at any location where the Member is taking service from the Cooperative under a full service rate schedule.

Also available to municipalities, political subdivisions and others for public street lighting, with the provision that such users become Members of the Cooperative.

Hours of Service

Dusk to dawn, controlled by photo-sensitive device, illuminated for approximately 4,200 hours per year.

Type of Service

Lighting fixtures connected to Cooperative distribution lines. The Cooperative will own, operate and maintain the lighting fixtures. Burned out lamps must be reported by the Member, and the Cooperative will undertake to replace lamps as soon as possible during regular working hours. Broken lamps or damage to fixtures by accident or vandalism will be repaired or replaced at the Member's expense.

Monthly Rate

Using existing pole and secondary facilities:

40 watt LED lamp (3,300 Lumens)	\$9.13 per month per fixture
70 watt LED lamp (7,000 Lumens)	\$10.73 per month per fixture
100 watt high pressure sodium lamp (8,500 Lumens)	\$10.43 per month per fixture
175 watt mercury vapor lamp (7,500 Lumens)	\$13.74 per month per fixture
250 watt high pressure sodium lamp (24,000 Lumens)	\$17.77 per month per fixture

Requiring new pole and one span of new secondary facilities:

40 watt LED lamp (3,300 Lumens)	\$10.23 per month per fixture
70 watt LED lamp (7,000 Lumens)	\$11.83 per month per fixture
100 watt high pressure sodium lamp (8,500 Lumens)	\$11.53 per month per fixture
175 watt mercury vapor lamp (7,500 Lumens)	\$14.84 per month per fixture
250 watt high pressure sodium lamp (24,000 Lumens)	\$18.87 per month per fixture

For lamp sizes in excess of 250 watt high pressure sodium, a special contract is required.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00.

**OUTDOOR LIGHTING SERVICE
SCHEDULE OL
(Continued from Sheet No. D-15.00)**

Approximate monthly energy usage per fixture:

40 watt LED lamp	14 kwh
70 watt LED lamp	25 kwh
100 watt High Pressure Sodium Lamp	46 kWh
175 watt Mercury Vapor Lamp **	80 kWh
250 watt High Pressure Sodium Lamp	115 kWh

** The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. Rates apply to existing fixtures only and are not available for new installations.

Contract Terms

Initial minimum term for each installation shall be for 48 consecutive months. When more than one new pole and one span of new secondary wires are required, or where the Member desires nonstandard poles, underground wiring or other special equipment, the Cooperative may provide these improvements where practical. The cost of any improvements or special equipment shall be at the Member's expense.

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors.

Michigan State Sales Tax

Michigan State Sales Tax will be added to all bills, including minimums, where applicable.

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

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 Members 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.

**OPTIONAL IRRIGATION TIME-OF-DAY SERVICE
SCHEDULE OTD**

Availability

Available to all Members of the Cooperative who use secondary service primarily for irrigation on a seasonal basis.

Type of Service

Alternating current, 60 hertz, single or three phase, at available secondary voltages.

Monthly Rate

Availability Charge:

Single Phase	\$34.50
Three Phase	\$69.00

Energy Charge:

Peak Period	\$0.19722 per kWh
Intermediate Period	\$0.12299 per kWh
Off-Peak Period	\$0.07731 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause on Sheet No. D-1.00.

Minimum Charges

The minimum monthly charge shall be the Availability Charge. For Members requiring more than 15 kVA of transformer capacity, the minimum monthly charge shall be the Availability Charge plus \$0.20 per kVA, for all kVA over 15 kVA of required transformer capacity.

Time Periods

The time periods applicable to the rate are set forth on sheet No. D-4.00

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors.

**OPTIONAL IRRIGATION TIME-OF-DAY SERVICE
SCHEDULE OTD
(Continued from Sheet No. D-16.00)**

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

Michigan State Sales Tax

Michigan Sales Tax will be added to all bills, including minimum charges, 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 Members 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 RATE
SCHEDULE PSDS**

Availability

This rate is available to commercial and industrial Members for service at primary voltage where monthly billing demand is 500 kW or greater. This rate is optional for commercial and industrial service locations where average annual demand is greater than 500 kW, who desire service at secondary voltage. Secondary voltage service shall be provided to the Member at a single demarcation point and measured using primary metering. Secondary voltage service is subject to an Excess Capacity Charge of \$0.20 per kVA for all kVA of installed transformer capacity.

Service will be separately metered with a recording demand meter that uses electronic memory for recording data. The Member at its sole cost, shall provide a dedicated phone service to the metering location.

Subject to the Cooperative's Retail Access Service Tariff, this schedule is available to Members for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery subject to the following conditions:

- A. The Member must have a Maximum Demand of at least 1 MW. Individual Members receiving demand metered service who are eligible to be taking service under the Cooperative's Schedule LP, Schedule LC&I and Schedule 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. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- B. The Member 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 and/or Alternative Electric Supplier (AES).
- D. The Member must agree to purchase any default energy delivered pursuant to Schedule RASS-Retail Access Standby Service in addition to the service specified herein.

Service Options

Service may be taken 1) directly from a distribution substation, 2) from an existing three phase primary line, or 3) from a new three phase primary line. "Directly from a distribution substation" is defined as service in which the delivery point to the Consumer is within 1,000 feet of a distribution substation. "Service from an existing three phase primary line" is defined as service in which the delivery point to the Consumer is within 1,000 feet of an existing three phase primary line.

All rates assume service directly from a distribution substation. For Members served from an existing three phase primary line, add \$1.10 per kW; or for Members served from a new three phase primary line, add \$2.20 per kW.

**PRIMARY SERVICE RATE
SCHEDULE PSDS
(Continued from Sheet No. D-17.00)**

Monthly Rate

Distribution Service

Availability Charge: \$160.00 per month

Firm Service Demand Charge: \$3.60 per kW

Distribution Variable Charge: \$0.001557 per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.02.

Power Supply Service – not applicable to Retail Access Service

The monthly power supply charge for this rate shall be the actual wholesale cost as presented on the monthly power bill from Wolverine Power Cooperative.

Monthly Billing Demand

Distribution Delivery Component:

The maximum kilowatt demand established by the Member, as indicated or recorded by a demand meter, for any period of 15 consecutive minutes during the month for which the bill is rendered.

Power Supply Components:

WPSC Power Delivery – The maximum kilowatt demand established by the Member, as indicated or recorded by a demand meter, during the one hour period coincident with Cherryland Electric Cooperative’s monthly system peak demand during seasonal Power Delivery Hours.

Power Delivery Hours – 3:00pm to 6:00pm May through September, 6:00pm to 9:00pm October through April.

WPSC Historical Coincident Demand – The average of the maximum kilowatt demand established by the Member, as indicated or recorded by a demand meter, during the one hour period coincident with Wolverine Power Cooperative’s monthly system peak demand over the past 36 months of the three most recent complete calendar years.

**PRIMARY SERVICE RATE
SCHEDULE PSDS
(Continued from Sheet No. D-17.01)**

Power Factor

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

Minimum Charge

The minimum monthly billing charge shall include the Availability Charge, a Distribution Demand Charge of 500 kW, the Excess Capacity Charge for service at secondary voltage, and the Energy Optimization surcharge.

Late Payment Charge

A late payment charge of 5% of the current charges, excluding taxes, will be added to any bill not paid before the due date shown thereon. The due date shall be no fewer than 18 days following the date of mailing.

Contracts

A contract may be required 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 the Cooperative's investment toward construction is in excess of that provided for in the Cooperative's Rules and Regulations without contribution toward construction by the Member.

Terms of Service

Terms and conditions of service under this schedule shall be governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors and the *Retail Access Service Tariff* where applicable.

Michigan Sales Tax

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

**PRIMARY SERVICE RATE
SCHEDULE PSDS
(Continued from Sheet No. D-17.02)**

Tax Adjustments

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

**PARTIAL CONTROLLED HEATING SERVICES
SCHEDULE PCH**

THIS RATE IS CLOSED AND NON-TRANSFERRABLE

Availability

Available to Members taking monthly service concurrently under Rate Schedules A or C. This rate is for controlled service to electric space heating loads which are controlled by the Cooperative where the amount of control exercised by the Cooperative is limited as described below:

Type of Service

Single-phase, or three phase, 60 hertz, at available secondary voltage. Service under this schedule will be available at all times except when controlled by the Cooperative during times of peak system demand or system emergencies. The total number of hours that this load will be controlled shall be limited to a maximum of 400 hours per heating system. Air conditioning, which is used in conjunction with controlled space heating, is eligible for service under this rate subject to interruption up to 200 hours per cooling season. In instances where the entire electric heating load is under the control of the Cooperative, the control period is limited to a maximum of 40 minutes out of each hour for a maximum of 6 hours per day. Where 50 percent or more of the entire heating load is under the control of the Cooperative, the control may be exercised for up to six hours per day. To qualify for service under this rate, the portion of the Member's load subject to control must be either separately metered or sub-metered off the master meter.

Monthly Rate

Energy Charge for Controlled Load

As set forth in Schedule A or C, whichever is applicable, including the power supply cost recovery provision, discounted @ 1.5¢ per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge on Sheet No. D-1.02.

**PARTIAL CONTROLLED HEATING SERVICES
SCHEDULE PCH
(Continued from Sheet No. D-18.00)**

THIS RATE IS CLOSED AND NON-TRANSFERRABLE

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 Members from being compelled to share such local increases.
- B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority which increases the Cooperative's cost of providing electric service.

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 this service.

Rules and Regulations

Service is governed by the Cooperative's Standard Rules and Regulations as authorized by its Board of Directors.

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

THIS RATE IS CLOSED TO NEW ACCOUNTS

Availability

In order to facilitate the generation and transmission Cooperative's ("G&T") standing offer for 10 MW of solar and wind energy and to ensure the ongoing availability of net metering, this offer is available to Member-Consumers with a Distributed Renewable Energy Agreement on file with the Cooperative on or after November 1, 2016 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 December 31, 2019 or upon full 10 MW subscription.

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.

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

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

**DISTRIBUTED RENEWABLE ENERGY PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-19.00)**

THIS RATE IS CLOSED TO NEW ACCOUNTS

- 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.

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.

**DISTRIBUTED RENEWABLE ENERGY PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-19.01)**

THIS RATE IS CLOSED TO NEW ACCOUNTS

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.

**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 June 18, 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.

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

Member-Consumer Eligibility

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

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

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

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

**DISTRIBUTED RENEWABLE ENERGY PROGRAM PHASE 2 - (DRE)
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-19.03)**

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:

- c) Aggregate nameplate capacity of the generator(s), or
- d) 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:

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

Metering

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

Monthly Charges and Credits

"Excess Generation" means energy and associated renewable energy attributes, including, but not limited to Renewable Energy Credits, generated by the Member-Consumer's renewable energy generator and not consumed at the Member-Consumer's location (and delivered to the Cooperative). The Member-Consumer shall pay the full retail rate in accordance with the Cooperative's standard service tariff applicable to the Member-Consumer for energy delivered to the Member-Consumer by the Cooperative. The Member-

**DISTRIBUTED RENEWABLE ENERGY PROGRAM PHASE 2 - (DRE)
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-19.04)**

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.

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

SIGNED AGREEMENT ON FILE PRIOR TO NOVEMBER 1, 2016

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 November 1, 2016 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 October 30, 2016, on a limited basis until the G&T's standing offer expires by full 10 MW subscription.

Member-Consumers enrolled prior to November 1, 2016 shall be eligible to continue participation for a term of 25 years, measured from the earlier of 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 November 1, 2016 for the Member-Consumer's generator to remain connected to the Cooperative's facilities.

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 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:

Issued October 24, 2016
By Tony Anderson
General Manager
Grawn, Michigan

Effective for bills rendered on and after
October 24, 2016

Issued under authority of the Board of
Directors dated October 24, 2016

**NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-20.00)**

SIGNED AGREEMENT ON FILE PRIOR TO NOVEMBER 1, 2016

- 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 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-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.

**NET METERING PROGRAM
GENERATORS WITH A CAPACITY OF 20 KW AND LESS
(Continued from Sheet No. D-20.01)**

SIGNED AGREEMENT ON FILE PRIOR TO NOVEMBER 1, 2016

The credit for any Excess Generation during the billing period shall 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 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.

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

THIS RATE IS CLOSED TO NEW ACCOUNTS

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.

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.

**RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM
(BUY-ALL/SELL-ALL)
(Continued from Sheet No. D-21.00)**

THIS RATE IS CLOSED TO NEW ACCOUNTS

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.

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.

**RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM
(BUY-ALL/SELL-ALL)
(Continued from Sheet No. D-21.01)**

THIS RATE IS CLOSED TO NEW ACCOUNTS

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

Monthly Charges and Credits

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

The Cooperative, as agent for the G&T, shall pay the Member-Consumer 10 cents per kWh for all energy delivered to the Cooperative by the Member-Consumer as a credit on the Member-Consumer's monthly bill. The credit will be applied to the energy charge of the standard service tariff applicable to the Member-Consumer and will be applied to the bill for that period. Any credit that is not used up during the current billing period shall be carried forward for use in subsequent billing periods. If a Member-Consumer terminates service with the Cooperative while having a remaining credit amount on their account, the G&T shall pay, through its agent, the Cooperative, the remaining credit amount to the Member-Consumer following a final reading by the Cooperative of the Member-Consumer's meter.

For renewable generator installations requiring a separate service connection to the Cooperative's distribution grid, an availability charge equal to the Schedule C – General Service availability charge shall be the minimum monthly charge. For Members requiring more than 15 kVA of transformer capacity, the minimum monthly charge shall be the Availability Charge plus \$0.20 per kVA, for all kVA over 15 kVA of required transformer capacity.

**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 June 18, 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.

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.

**RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM
PHASE 2
(BUY-ALL/SELL-ALL)
(Continued from Sheet No. D-21.03)**

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.

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.

**RENEWABLE ENERGY STANDING OFFER LIMITED PURCHASE AND SALE PROGRAM
PHASE 2
(BUY-ALL/SELL-ALL)
(Continued from Sheet No. D-21.04)**

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 the Member-Consumer requests payment of an accumulated credit 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.

COMMUNITY SOLAR PROGRAM

The Cooperative's generation and transmission Cooperative ("G&T") has created a standing offer for certain renewable energy, produced by solar and wind energy generators. As part of that standing offer, the G&T has developed a Community Solar Program for the Cooperative and its Member-Consumers, available from the SpartanSolar-Wolverine array in Cadillac, Michigan, the SpartanSolar-Midwest array in Cassopolis, Michigan, and any arrays built later and included in the Community Solar program by G&T (collectively, the "Facility").

Program and Availability

The Community Solar Program permits voluntary participation by Member-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 full output of the Facility has been subscribed.

Upon enrolling in the Community Solar Program, the subscription is effective for a term of 15 years. A participating Member-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.

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.

**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 default the Member-Consumer's Community Solar Subscription and Credit Agreement at the Cooperative's sole discretion. Upon default, 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 Facility), from the most recent month available.

This pro rata share will reflect the Member-Consumer's percentage subscription in the Facility when applied to the output of the Facility. 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 applicable energy charge.

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

EFFICIENT HEATING
Schedule EH-1

Availability

Rate Schedule EH-1 is available to Member's requesting service after January 1, 2015 for entire building heating loads where an electrically operated high efficiency heat pump or geothermal system is the primary source of heat. The system must have a Coefficient of Performance (COP) rating of 3.0 or greater for Geothermal units, or a COP rating of 2.3 or greater for Air Source heat pumps. A separate meter recording only the energy used by the efficient heating system is required to qualify for service under this rate, the installation of the meter will be at the Member's expense. Participating members must qualify for Rate Schedule A or C and concurrently take service under that rate. Service is subject to the established rules and regulations of the Cooperative. A Member Service Agreement is required for service under this schedule.

Type of Service

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

Monthly Rate

Energy Charge:

Geothermal Systems

As set forth in Schedule A or C discounted @ 3.0¢ per kWh

Air Source Heat Pumps

As set forth in Schedule A or C discounted @ 3.0¢ per kWh
for usage recorded during the months of October thru April

As set forth in Schedule A or C for usage recorded
during the months of May thru September

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause shown on Sheet No. D-1.00

Excess Capacity Charge

Members taking service under Schedule A and requiring transformer capacity in excess of 25 kVA as determined by the Cooperative, a minimum monthly charge of \$0.20 per kilovolt-ampere (kVA) for all kVA over 25 kVA of required transformer capacity shall apply. Members taking service under Schedule C, as specified in that rate.

EFFICIENT HEATING
Schedule EH-1
(Continued from Sheet No. D-23.00)

Terms of Payment

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

Michigan Sales Tax

Michigan Sales Tax will be added to all bills, including minimum charges, 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 Members 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.

**RESISTANCE HOME HEATING
Schedule RH**

Availability

Rate Schedule RH is for whole house heating loads where resistance (resistive) electric heat is the primary source of heat. Air conditioning load is not allowed on this rate. Participating members must qualify for Rate Schedule A and concurrently take service under that rate. Service is subject to the established rules and regulations of the Cooperative. A Member Service Agreement is required for service under this schedule.

Type of Service

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

Monthly Rate

Energy Charge (Resistance Heating):

- First 2,500 kWh As set forth in Schedule A discounted @ 0.5¢ per kWh
- Over 2,500 kWh As set forth in Schedule A

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause as set forth on Sheet No. D-1.00

Terms of Payment

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

Michigan State Sales Tax

Michigan State Sales Tax will be added to all bills, including minimum charges, where applicable.

RESISTANCE HOME HEATING
Schedule RH
(Continued from Sheet No. D-24.00)

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 Members 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.

**EFFICIENT HOME HEATING
Schedule EH**

THIS RATE IS CLOSED TO NEW ACCOUNTS

Availability

Rate Schedule EH is for whole house heating loads where an electrically operated high efficiency heat pump or geothermal system is the primary source of heat. The system must have a Coefficient of Performance (COP) rating of 2.0 or greater. When the heating qualification is satisfied, air conditioning loads and heat pump based domestic storage water heater loads (with COP of 2.0 or greater) will be permitted on this rate. Participating members must qualify for Rate Schedule A and concurrently take service under that rate. Service is subject to the established rules and regulations of the Cooperative. A Member Service Agreement executed on or before December 31, 2014 is required for service under this schedule.

Type of Service

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

Monthly Rate

Energy Charge (Efficient Heating):

- As set forth in Schedule A discounted @ 3.0 ¢ per kWh

Energy Optimization Surcharge:

This rate is subject to the Energy Optimization Surcharge shown on Sheet No. D-1.02.

Power Supply Cost Recovery:

This rate is subject to the Power Supply Cost Recovery clause shown on Sheet No. D-1.00

Excess Capacity Charge

For Members requiring transformer capacity in excess of 25 kVA as determined by the Cooperative, a minimum monthly charge of \$0.20 per kilovolt-ampere (kVA) for all kVA over 25 kVA of required transformer capacity shall apply.

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 this service.

**EFFICIENT HOME HEATING
Schedule EH
(Continued from Sheet No. D-25.00)**

THIS RATE IS CLOSED TO NEW ACCOUNTS

Michigan Sales Tax

Michigan Sales Tax will be added to all bills, including minimum charges, 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 Members 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.

**GREEN/RENEWABLE ENERGY
RIDER REC**

Availability

This Rider is available on a first-come, first-serve basis to metered Cherryland Electric Cooperative 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.

Type 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.

Monthly Rate

The following charge 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:

\$1.50 per 100 kWh block per month.

Member-Consumers may elect fixed increments (per block) under the rate to which this Rider is attached. In the event that the energy represented in the blocks purchased exceeds the member's actual kWh delivered for the billing period, no reconciliation shall be made on the Member-Consumer's billing.

Term

The minimum term available to Member-Consumers is twelve months. If a Member-Consumer chooses to cancel their subscription during this time they must wait 12 months from the cancellation date before re-enrolling. Member-Consumers may change their subscription level each year during the month of their subscription anniversary or following any changes in pricing of 100 kwh blocks.

SECTION E
RETAIL ACCESS SERVICE TARIFF

1.0 INTRODUCTION AND DEFINITIONS

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

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

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

1.1 The Member-Consumer Role

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

The Cooperative's principal requirement is that the Member-Consumer must be taking service under the Cooperative's Schedule LP or 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 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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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.00)

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

1.2 The Alternative Electric Supplier Role

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

An AES makes necessary arrangements to provide Power to Member-Consumers, assembles products and/or services, and sells the products and/or services to Member-Consumers. 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)

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

1.4 Cooperative Role

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

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

1.5 Definitions

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

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

“Commission” means the Michigan Public Service Commission.

“Cooperative” means Cherryland Electric Cooperative or its agent.

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

“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.

(Continued on Sheet No. E-1.03)

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(Continued from Sheet No. E-1.02)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. E-1.04)

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

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

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

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

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

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

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

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

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

“*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.

(Continued on Sheet No. E-1.05)

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

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

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

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

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

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

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

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

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

“*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)

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RETAIL ACCESS SERVICE TARIFF
(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 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 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 \$20.00 per account that will be billed to the Member-Consumer.

(Continued on Sheet No. E-1.07)

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RETAIL ACCESS SERVICE TARIFF
(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 will specify only one AES at any given time for the supply of Power to each Member-Consumer account or Member-Consumer Location. 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 AESs. Assuming all other requirements are met, the changes will become effective at the completion of their normal billing cycle. Member-Consumers will be assessed a fee of \$10.00 per Member-Consumer account for each change beyond one (1) within a calendar year. The change will be submitted to the Cooperative by the Member-Consumer's newly chosen AES as a Switch Request.
- 2.4.4 The AES shall submit to the Cooperative a Switch Request via a Uniform Data Transaction after a required ten (10) day Consumer rescission period.
- 2.4.5 The Cooperative will process one (1) valid Switch Request per Member-Consumer per meter reading cycle. Where multiple Switch Requests for the same Member-Consumer are received during the same meter reading cycle, the Cooperative will process the first valid Switch Request received during a meter read cycle. A Switch Response for each rejected Switch Request will be sent to the appropriate AES via a Uniform Data Transaction within three (3) business days.

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

(Continued on Sheet No. E-1.08)

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RETAIL ACCESS SERVICE TARIFF
(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.

(Continued on Sheet No. E-1.09)

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

2.5 Metering

- 2.5.1 Metering equipment for Member-Consumers taking Retail Access Service shall be furnished, installed, read, maintained, and owned by the Cooperative.
- 2.5.2 Member-Consumers shall be required to have an Interval Demand Meter at each metering point.
- 2.5.3 If a new Interval Demand Meter is required, time and material costs to install it will be assessed to the Member-Consumer.
- 2.5.4 The Cooperative may require that the meter be read via telephone. In such cases, Member-Consumers will be required to provide a telephone connection for purposes of meter interrogation by the Cooperative. If a Member-Consumer is not able to allow sharing of a telephone connection, the Member-Consumer may be required to obtain a separate telephone connection for such purposes. The Member-Consumer is responsible for assuring the performance of the telephone connection. The Member-Consumer shall be responsible for all costs of the required telephone connection.
- 2.5.5 In cases where a telephone connection used by the Cooperative for meter interrogation is out of service, the Cooperative may retrieve the data manually for a nominal monthly fee of \$15.00 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.

(Continued on Sheet No. E-1.10)

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

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

2.6 Return to Full Requirements Service

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

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

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

(Continued on Sheet No. E-1.11)

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(Continued from Sheet No. E-1.10)

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

(Continued on Sheet No. E-1.12)

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RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.11)

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 Cooperative in accordance with the Cooperative's consumer standards and billing practices 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 Cooperative's applicable billing rules.

(Continued on Sheet No. E-1.13)

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2.8 Disconnection of Service

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

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3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

3.1 Availability

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

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

3.2 Switch and Drop Requests

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

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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 Cooperative 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.
- 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.
 - 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.

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- 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.
- 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.

(Continued on Sheet No. E-1.17)

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- 3.4.5 The Cooperative shall bill the AES for all associated switching fees incurred as a result of Slamming by the AES plus the actual administrative cost incurred for switching a slammed Member-Consumer from one rate service to another.
- 3.4.6 An AES shall not resell Member-Consumer account information or transfer it to other parties for any other purpose. The Cooperative will only release Member-Consumer data to the Member-Consumer or its authorized representative, which may be the AES.

3.5 Distribution Power Losses

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

Secondary Service	6.0%
Primary Service	2.4%
Primary Substation Service	0

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

(Continued on Sheet No. E-1.18)

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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.

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- 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-1.20)

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5.0 LIABILITY AND EXCLUSIONS

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

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**SCHEDULE RASS
RETAIL ACCESS STANDBY SERVICE**

Availability

The schedule is available on a best efforts basis to Member-Consumers of the Cooperative receiving power supply service from an alternate electric supplier and distribution service under the Cooperative's Large General Service Rate (Schedule LP), Large Commercial and Industrial Rate (Schedule LC&I) 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)

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

Terms of Payment

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

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

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