

**SECTION D
RATE SCHEDULES**

Power Supply Cost Recovery Clause

This clause permits the monthly adjustment of rates for power supply to allow recovery of the booked costs of purchased power incurred under reasonable and prudent policies and practices.

For purposes of this clause, the following definitions apply:

“Power supply cost recovery factor” means that element of the rates to be charged for electric service to reflect power supply costs incurred and made pursuant to a power supply cost recovery clause incorporated in the rates or rate schedule.

“Power supply cost recovery plan” means a filing made annually describing the expected sources of electric power supply and changes over a future 12-month period specified by the Commission and requesting for each of those 12 months a specified power supply cost recovery factor.

“Power supply costs” means those elements of the costs of purchased power as determined by the Commission to be included in the calculation of the power supply cost recovery factor.

The Power Supply Cost Recovery factor shall, in accordance with the hearing procedures adopted by the Michigan Public Service Commission, consist of 0.01100 mills per kilowatthour for each full .01 mills per kWh, of power supply costs, rounded to the nearest .01 mills per kilowatthour. The power supply cost recovery factor to be applied to Alger Delta Cooperative Electric Association’s retail Member-Consumers’ monthly kilowatthour usage represents the power supply costs as established by Commission Order pursuant to a power supply and cost review hearing conducted by the Commission. The power supply and cost review will be conducted not less than once a year for the purpose of evaluating the power supply cost recovery plan filed by Alger Delta Cooperative Electric Association and to authorize appropriate power supply cost recovery factors.

Not more than 45 days following the last day of each billing month in which a power supply recovery factor has been applied to Member-Consumer’s bills, Alger Delta Cooperative Electric Association shall file with the Commission a detailed statement for that month of the revenues recorded pursuant to the power supply cost recovery factor and the allowance for cost of power included in the base rates established in the latest Commission order for Alger Delta Cooperative Electric Association and the cost of power supply.

Not less than once a year and not later than 4 months after the end of the 12-month period covered by Alger Delta Cooperative Electric Association’s most recently authorized power supply cost recovery plan, a power supply cost reconciliation proceeding will be conducted to reconcile the revenues recorded

(Continued on Sheet No. D-1.01)

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Power Supply Cost Recovery Clause
(Continued from Sheet No. D-1.01)

For the twelve months ending December 2008, the Power Supply Cost Recovery Factor is \$0.03227 per kWh. The allowance for cost of power supply included in base rates is \$0.05498 per kWh.

Should the Cooperative apply lesser factors than those above, or if the factors are later revised pursuant to Commission Order or 1982 PA 304, the Cooperative will notify the Commission and file a revision of the above factor.

The following factors are applied pursuant to 1982 PA 304 in the months ending December 2008:

<u>Year</u>	<u>Billing Month</u>	Maximum Authorized 2008 PSCR Factor (per kWh)	Actual Factor Billed (per kWh)
2008	January	\$0.03227	\$0.03227
2008	February	\$0.03227	\$0.03227
2008	March	\$0.03227	\$0.03227
2008	April	\$0.03227	\$0.03227
2008	May	\$0.03227	\$0.03227
2008	June	\$0.03227	\$0.03227
2008	July	\$0.03227	\$0.03227
2008	August	\$0.03227	\$0.03227
2008	September	\$0.03227	\$0.03227
2008	October	\$0.03227	\$0.03227
2008	November	\$0.03227	\$0.03227
2008	December	\$0.03227	\$0.03227

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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.

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

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

Availability

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

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

Safety and Reliability Requirements

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

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

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

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

(Continued on Sheet No. D-3.01)

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

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

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

Reimbursement of Costs

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

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

Rates for Sales to Cooperative

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

Option I

The Member-Consumer may have a detente installed on its single KWH meter and opt to sell no power to the cooperative.

Option II

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

(Continued on Sheet No. D-3.02)

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REQUIREMENTS FOR OPERATING OF
PARALLEL GENERATION FACILITIES
(Continued from Sheet No. D-3.01)

Option III

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

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

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

$$\text{Rate per KW} = \frac{\text{_____}}{\text{_____}} \times (\text{availability factor}) \times (\text{capacity factor})$$

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

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

Recovery of Administrative Costs

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

Calculation of Avoided Costs

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

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**FARM AND HOME SERVICE
SCHEDULE A**

Availability

Available to Member-Consumers of the Cooperative for all normal farm and home uses at the address shown on the Member-Consumer's driver's license and voter's registration card, subject to the established rules and regulations of the Cooperative in Section II, Part G, 2. Service to individual motors under this rate schedule is limited to motors up to and including ten horsepower (10 H.P.) This rate is also available to any Member-Consumer of the Cooperative for residential service to dwellings which are occupied seasonally, where consumption for the prior calendar year exceeded 8,000 kWh.

Type of Service

Alternating current, 60 hertz, single-phase, at a nominal 120/240 volts.

Billing Rate

Monthly Service Charge:	\$12.00 per month
or	
Annual Service Charge:	\$144.00
Energy Charge:	\$0.15331 per kWh

Minimum Charge

- A. The monthly minimum charge is the Monthly Service Charge; or
- B. The annual minimum charge under this rate schedule shall be the Annual Service Charge; or
- C. The minimum charge may be increased in accordance with the Cooperative's rules and regulations in Section II, Part C, 3, in those cases in which a larger than average investment is necessary to serve an account under this schedule. Such minimum charges will be specified in a supplemental contract between the Cooperative and the Member-Consumer.

(Continued on Sheet No. D-4.01)

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**FARM AND HOME SERVICE
SCHEDULE A
(Continued from Sheet No. D-4.00)**

Bills Rendered Annually

Upon written agreement of the Cooperative and the Member-Consumer, the bills for service provided under this rate schedule may be rendered annually. Annual bills will be calculated using the Schedule A rate applied to the Member-Consumer's monthly energy consumption along with the Annual Service Charge, which shall be prepaid.

Terms of Payment

This rate schedule is subject to the Cooperative's Allowable Charges as set forth on Sheet No. B-5.00.

Tax Adjustment

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

Power Supply Cost Recovery

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

Michigan State Sales Tax

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

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**SEASONAL RESIDENTIAL SERVICE
SCHEDULE AS**

Availability

Available to Member-Consumers of the Cooperative who use their homes or cottages only a part of each year or at intervals during the year for all residential uses, subject to the established rules and regulations of the Cooperative in Section II, Part G, 2. Service under this schedule is limited to individual motors up to, and including, ten horsepower (10 H.P.) This rate is also available to any Member-Consumer of the Cooperative for residential service to dwellings which are occupied seasonally, where consumption for the prior calendar year exceeded 8,000 kWh.

Type of Service

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

Annual Rate

Service Charge: **\$240.00** per year
Energy Charge: **\$0.15331** per kWh

Monthly Rate

Service Charge: **\$20.00** per month
Energy Charge: **\$0.15331** per kWh

Minimum Charge

For those customers billed annually, the minimum annual charge under the above rate shall not be less than **\$240.00**. For those customers billed monthly, the minimum monthly charge under the above rate shall not be less than **\$20.00**. The minimum charges may be increased, subject to the Cooperative's rules and regulations in Section II, Part C, 3, in those cases in which a greater than average investment is necessary to serve an account under this schedule.

Meter Readings

The meter shall be read by the Cooperative **at least** once each calendar year, and an annual or monthly bill shall be rendered to the Member-Consumer for payment.

(Continued on Sheet No. D-5.01)

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

Terms of Payment

This rate schedule is subject to the Cooperative's Allowable Charges as set forth on Sheet No. B-5.00. Member-Consumers receiving service under this schedule shall pay the minimum annual charge in advance each year and shall be billed for energy consumed at the end of each calendar year.

Tax Adjustment

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

Power Supply Cost Recovery

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

Michigan State Sales Tax

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**COMMERCIAL AND SMALL POWER SERVICE
SCHEDULE B
(Continued from Sheet No. 6.00)**

Bills Rendered Annually

Upon mutual agreement of the Cooperative and the Member-Consumer, the bill for service provided under this rate schedule may be rendered annually. The meter shall then be read by the Cooperative once each calendar year, and an annual bill shall be rendered. An annual bill will be calculated using the Schedule B rate applied to the Member-Consumer's monthly energy consumption along with the next year's annual minimum charge. For new service under this Schedule, the first bill will include a prorated payment of the first year's minimum annual charge.

Terms of Payment

- A. A one-time late payment charge of two percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Billings are due 21 days from the date of rendition for payment in full.

Tax Adjustment

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

Power Supply Cost Recovery

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

Michigan State Sales Tax

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

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**DUSK TO DAWN LIGHTING SERVICE
 SCHEDULE DD**

Availability

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Cooperative has the necessary materials, the Cooperative will continue to maintain existing mercury vapor lamp installations in accordance with this Electric Rate Schedule. With respect to mercury vapor lamp installations, rates apply to existing luminaires only and are not open to new business except where the Cooperative elects, at the customer's request, to install additional luminaires within an area already served by a mercury vapor unmetered lighting system. Any such election is subject to the Cooperative having the necessary materials and to the discretion of the Cooperative.

Available to Member-Consumers of the Cooperative for outdoor protective lighting service on premises on which the Member-Consumer is also taking service from the Cooperative under another rate schedule. Service under this rate is subject to the Cooperative's established rules and regulations.

Rate

<u>Mercury Vapor Lamp Sizes</u>	<u>Nominal Lumens</u>	<u>Monthly Charge Per Lamp</u>	<u>Annual Charge Per Lamp</u>
175 Watt	8,750	\$14.39	\$172.74
250 Watt	13,000	\$18.43	\$221.21

<u>High Pressure Sodium Lamp Sizes</u>	<u>Nominal Lumens</u>	<u>Monthly Charge Per Lamp</u>	<u>Annual Charge Per Lamp</u>
100 Watt	9,500	\$14.39	\$172.74
150 Watt	16,000	\$18.43	\$221.21

The above are based on the following kWh consumption assumptions: 68 kWh for 175 Watt Mercury Vapor Lamps and 100 Watt High Pressure Sodium Lamps. 96 kWh for 250 Watt Mercury Vapor Lamps and 150 Watt High Pressure Sodium Lamps.

Conditions of Service

- A. Lighting shall be furnished from dusk to dawn, controlled by photo-sensitive devices, every night and all night for approximately 4,200 hours per year.

(Continued on Sheet No. D-7.01)

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**DUSK TO DAWN LIGHTING SERVICE
SCHEDULE DD
(Continued From Sheet No. D-7.00)**

- B. The light and its appurtenances shall remain the property of the Cooperative and the Cooperative shall have the right to remove same at its discretion.**
- C. The Cooperative shall, in all respects, maintain the lighting fixtures and its appurtenances, except that only one lamp replacement per fixture shall be made by the Cooperative every two years, if required, at no cost to the Member-Consumer. Lamp replacements in excess of one per two-year period shall be paid for by the Member-Consumer.**
- D. It shall be the responsibility of the Member-Consumer receiving this service to promptly notify the Cooperative whenever the control device fails and the light remains on or off.

Terms of Payment

- A. A one-time late payment charge of two percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Billings are due 21 days from the date of rendition for payment in full.

Tax Adjustment

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

Power Supply Cost Recovery

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

Michigan State Sales Tax

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

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**LARGE POWER
SCHEDULE LP**

Availability

Available to Member-Consumers located on or near the Cooperative's three-phase lines for all types of usage where transformer capacity is greater than 25 kVa, subject to the established rules and regulations of the Cooperative in Section II, Part G, 2.

Type of Service

Three-phase, 60 cycles, at the Cooperative's standard voltages.

Billing Rate

Demand Charge:	\$10.00 per kW
Energy Charge:	\$0.11723 per kWh

Determination of Billing Demand

The billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage in the billing period, but not less than 25 KW . Billing demand will be determined by means of standard demand metering equipment.

Minimum Monthly Charge

The minimum monthly charge shall be the greater of the demand charge, determined above, or the contract minimum.

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**LARGE POWER
SCHEDULE LP
(Continued from Sheet No. D-8.00)**

Adjustment for Power Factor

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 85 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the Member-Consumer's average power factor is found to be less than 85 percent lagging, the billing demand shall be increased by the ratio that 85 percent bears to the Member-Consumer's actual power factor.

Service Provisions

- A. Delivery point. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the Member-Consumer.

If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the Member-Consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Member-Consumer.

- B. Lighting. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two watt-hour meters shall be added to obtain total kilowatt hours used and the registrations of the two demand meters shall be added to obtain the total kilowatt demand for billing purposes.

Primary Service Discount

A discount of \$.11 /kVA of contract capacity shall be applied to the bill when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0% shall be applied to the bill.

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**LARGE POWER SERVICE RATE – CHOICE
SCHEDULE LP-C**

Availability:

Subject to the Rules and Regulations of the Cooperative and its *Retail Access Service Tariff*, this schedule is available to Member-Consumers eligible to be taking service under the Cooperative's Large Power Service Rate, Schedule LP. Service under this rate is for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery and is subject to the following conditions: No more than 30% of the total number of Member-Consumers between 50 kW and 199 kW may be eligible for service under this tariff.

- A. The Member-Consumer must have a Maximum Demand of at least 50 kW. Individual Member-Consumers receiving demand metered service at multiple metering points who are eligible to be taking service under the Cooperative's Schedule LP may achieve the 50 kW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. The applicable rate schedule will apply to all aggregated metering points on an individual account basis.
- B. The Member-Consumer must enter a Retail Access Service Agreement with the Cooperative.
- C. The transmission of power to the Distribution Point of Receipt and all related costs shall be the responsibility of the Member-Consumer and/or Alternative Electric Supplier (AES).
- D. The Member-Consumer must agree to purchase any default energy delivered pursuant to Schedule RASS-Retail Access Standby Service in addition to the service specified herein.

Nature of Service:

Available to Member-Consumers located on or near the Cooperative's three-phase lines for all types of usage where transformer capacity is greater than 25 kVa, subject to the established rules and regulations of the Cooperative in Section II, Part G, 2.

Type of Service:

Three-phase, 60 cycles, at the Cooperative's standard voltages.

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**LARGE POWER SERVICE RATE – CHOICE
SCHEDULE LP-C
(Continued from Sheet D-9.00)**

Billing Rate:

Demand Charge: \$5.13 per kW
Variable Distribution Charge: 2.53¢ per kWh

Determination of Billing Demand

The billing demand shall be the kilowatts (kW) supplied during the 15 minute period of maximum usage in the billing period, but not less than 50 kW. Billing demand will be determined by means of standard demand metering equipment.

Minimum Monthly Charge

The minimum monthly charge shall be the greater of the Demand Charge times 50 kW or the contract minimum.

Adjustment for Power Factor

The above rate charges are predicated upon the Member-Consumer maintaining a power factor not less than 85 percent lagging. The Cooperative has the right to measure power factor at any time by means of test or permanently installed metering equipment. If the Member-Consumer's average power factor is found to be less than 85 percent lagging, the billing demand shall be increased by the ratio that 85 percent bears to the Member-Consumer's actual power factor.

Service Provisions

- A. Delivery point. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the Member-Consumer.

If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the Member-Consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Member-Consumer.

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**LARGE POWER SERVICE RATE – CHOICE
SCHEDULE LP-C
(Continued from Sheet D-9.01)**

- B. Lighting. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two watt-hour meters shall be added to obtain total kilowatt hours used and the registrations of the two demand meters shall be added to obtain the total kilowatt demand for billing purposes.

Primary Service Discount

A discount of \$.11 /kVA of contract capacity shall be applied to the bill when service is taken by the Member-Consumer at the available primary voltage. If primary metering is used, an additional discount of 2.0% shall be applied to the bill.

Metering

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

Terms of Payment

- A. A one-time late payment charge of two percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Billings are due 21 days from the date of rendition for payment in full.
- C. The Cooperative will not collect any monies on behalf of any alternate power supplier, retailer, or other third party without a written agreement between the Cooperative, the Member-Consumer, and the third party.

Tax Adjustment

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

(Continued on Sheet No. 9.03)

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**STREET LIGHTING SERVICE
SCHEDULE SL**

Availability

The Energy Policy Act of 2005 requires that mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Cooperative has the necessary materials, the Cooperative will continue to maintain existing mercury vapor lamp installations in accordance with this Electric Rate Schedule. With respect to mercury vapor lamp installations, rates apply to existing luminaires only and are not open to new business except where the Cooperative elects, at the customer's request, to install additional luminaires within an area already served by a mercury vapor unmetered lighting system. Any such election is subject to the Cooperative having the necessary materials and to the discretion of the Cooperative.

Available to Townships, political subdivisions and others for multiple street lighting systems.

Rate

High Pressure Sodium Lamp Sizes	Monthly Charge Per Lamp	Annual Charge Per Lamp
100 Watt	\$13.98	\$167.82
150 Watt	\$18.18	\$218.21
Mercury Vapor Lamp Sizes	Monthly Charge Per Lamp	Annual Charge Per Lamp
175 Watt	\$13.98	\$167.82
250 Watt	\$18.18	\$218.21

The above are based on the following kWh consumption assumptions: 68 kWh for 100 Watt High Pressure Sodium Lamps. 96 kWh for 150 Watt High Pressure Sodium Lamps.

* For lamp sizes in excess of 250 Watt Mercury Vapor or 150 Watt High Pressure Sodium, a special contract must be developed.

Conditions of Service

- A. Lighting shall be furnished from dusk to dawn.

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(Continued on Sheet No. D-10.01)

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**STREET LIGHTING SERVICE
SCHEDULE SL
(Continued from Sheet No. 10.00)**

- B. Street lighting equipment, including the necessary street lighting circuits and poles, shall be furnished by the Cooperative to the extent of a total investment of not over twice the annual revenue. At the discretion of the Cooperative, additional street lamps will be installed from time to time under the same limitations without charge for installation, upon written request from the Township. Any excess cost must be borne by the Township.
- C. Lamp and damaged glassware replacements will be made by the Cooperative. The material costs of the lamps and glassware replaced will be charged to the Township at cost, as a separate item on the monthly bill for service.
- D. Where the Township, political subdivision, etc., owns the street lighting system and is simply tapped into the Cooperative's transformer, a discount of ten percent (10%) shall apply.
- E. Where extension of primary lines is required, the total cost of such construction shall be paid by the Township.
- F. Service shall be furnished for future additional lamps in accordance with the above charges.

Terms of Payment

- A. A one-time late payment charge of two percent of the unpaid balance, net of taxes, will be assessed on any bill which is delinquent.
- B. Billings are due 21 days from the date of rendition for payment in full.

Tax Adjustment

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

(Continued on Sheet No. D-10.02)

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**STREET LIGHTING SERVICE
SCHEDULE SL
(Continued from Sheet No. 10.01)**

Power Supply Cost Recovery

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

Michigan State Sales Tax

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

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NET METERING PROGRAM

Availability

This rate is available only to Member-Consumers who operate renewable electric generation facilities that are interconnected with the Cooperative's system who generate a portion or all of their own retail electricity from renewable energy resources as defined herein.

The Cooperative may restrict or deny service under this Schedule once the Cooperative is providing service under this Schedule to Member-Consumers whose combined total connected generation equals either 0.1% (one tenth of one percent) of the Cooperative's previous year's peak demand (measured in kW) or 100 kW, whichever is greater.

Net Metering Definition

Net metering under this Schedule is an accounting mechanism whereby Member-Consumers who generate a portion or all of their own retail electricity needs and put their excess generation, if any, on the Cooperative's system can receive a billing credit equal to the Cooperatives wholesale cost of energy, adjusted to include line losses, in accordance with this Schedule. For biomass systems blending fossil-fuel, the generation credit shall apply only to the output associated with the renewable fuel and exclude the output from the fossil-fuel. The Member-Consumer's generator output in excess of the total metered usage shall be carried over to the next month's billing period.

Service under this Schedule shall be pursuant to the following terms and conditions.

Service under this Schedule is limited to Member-Consumers who operate renewable energy source electric generating technologies as provided in 2000 P.A. 141, section 10g(1)(f) (MCL 460.10g(1)(f)). This is defined as "energy generated by solar, wind, geothermal, biomass, including waste-to-energy and landfill gas, or hydroelectric." Biomass systems are allowed to blend up to 25% fossil-fuel as needed to ensure safe, environmentally sound operation of the system. A Member-Consumer using biomass blended with fossil-fuel as their renewable energy source must submit proof to the Cooperative substantiating the percentage of fossil fuel blend either by (1) separately metering the fossil fuel, or (2) providing other documentation that will allow the Cooperative to correctly apply a generation credit to the output associated with the Member-Consumer's renewable fuel only.

(Continued on Sheet No. 11.01)

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NET METERING PROGRAM
(Continued from Sheet No. 11.01)

Interconnection

All application fees, procedures, and requirements for interconnecting net metering generators will be those contained in the Commission's Electric Interconnection Standards Rules (R 460.481-460.489) and the Cooperative's associated Commission-approved Generator Interconnection Requirements.

In accordance with the interconnection rules and requirements, facilities must be designed and operated in parallel with the Cooperative's system without adversely affecting the operation of equipment and service or presenting any safety hazards.

The interconnection rules and requirements will be applied to determine whether any additional equipment is required to complete the interconnection and to calculate and determine the assignment of equipment costs. The Member-Consumer shall pay all costs incurred by the Cooperative to install appropriate metering technology to allow the Cooperative to separately measure the Member-Consumer's consumption and generation above the cost of a standard meter that would be installed if the Member-Consumer were not taking service under this Schedule.

Duration of Service

Service under this Schedule shall be open to Member-Consumers for a period of five years from the effective date of this Schedule. Member-Consumers that participate under the program shall be allowed to take service under this Schedule for a minimum of ten years.

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SECTION E
RETAIL ACCESS SERVICE TARIFF

1.0 INTRODUCTION AND DEFINITIONS

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

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

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

1.1 The Member-Consumer Role

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

The Cooperative's principal requirement is that the Member-Consumer must be taking service under the Cooperative's Schedule LP and have a Maximum Demand of at least 50 kW. An Individual Member-Consumer currently demand metered and who is eligible to be taking service under the Cooperative's Schedule LP may achieve the 50 kW Maximum Demand threshold by aggregating or summing the Maximum Demands for each 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. No more than 30% of the total number of member-consumers between 50 kW and 199 kW shall be entitled to take service under this tariff.

(Continued on Sheet No. E-1.01)

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

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

1.2 The Alternative Electric Supplier Role

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

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

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

1.3 Transmission Service Provider Role

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

(Continued on Sheet No. E-1.02)

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

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. E-1.04)

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SECTION E
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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SECTION E
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.

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

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

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

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

(Continued on Sheet No. E-1.06)

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SECTION E
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 and having a demand meter with a Maximum Demand of at least 50 kW is eligible to take service under this tariff. An Individual Member-Consumer receiving demand metered service at multiple metering points and who is eligible to be taking service under the Cooperative's Schedule LP may achieve the 50 kW Maximum Demand threshold by aggregating or summing the Maximum Demands for each metering point occurring during a single month. All charges or fees specified herein and all related rate schedules apply to all aggregated metering points on an individual account basis. No more than 30% of the total number of member-consumers between 50 kW and 199 kW shall be entitled to take service under this tariff.

2.3 Member-Consumer Information

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

(Continued on Sheet No. E-1.07)

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

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

(Continued on Sheet No. E-1.10)

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

2.6 Return to Full Requirements Service

- 2.6.1 A Member-Consumer which switches to an AES cannot return to the Cooperative's Full Requirements Service for two (2) years after the switch to the AES has been effectuated. After such two (2) year period, a Member-Consumer may return to full service after giving the Cooperative at least 30 days written notice, unless the Member-Consumer wants to take service during the summer months of June through September, in which case the Member-Consumer must give the Cooperative notice no later than the preceding December 1. The Cooperative will return the Member-Consumer to Full Requirements Service following the notice period. Said notice period commences with the beginning of the Member-Consumer's billing cycle following receipt of the Member-Consumer's written notice of intent to return to Full Requirements Service. If the Member-Consumer returns to the Cooperative's Full Requirements Service for any reason prior to such two (2) year period or prior to the expiration of the notice period, the Member-Consumer's rate will be determined as the greater of:
- A. The charges for Default Service plus the applicable Retail Access Service rate, or
 - B. 110% of the applicable Full Requirements Service Rate.
- 2.6.2 A Member-Consumer, having given notice of its intent to return to Full Requirements Service under Section 2.6.1, will receive Cooperative Default Service if, at any time during the notice period, it discontinues purchasing Generation Service from an AES.
- 2.6.3 A Member-Consumer taking Default Service under the provisions of Section 2.6.2 may switch to another AES as provided in Section 2.4 at any point during the period that they are on Default Service.
- 2.6.4 The AES shall transmit a Member-Consumer Drop Request to the Cooperative via a Uniform Data Transaction when the Member-Consumer requests return to Full Requirements Service or when AES service is not being continued for any reason. The AES shall inform the Member-Consumer of the Drop Request in writing.

(Continued on Sheet No. E-1.11)

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

- 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.
- 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.

(Continued on Sheet No. E-1.12)

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

2.7 Billing and Payment

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

2.8 Disconnection of Service

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

(Continued on Sheet No. E-1.13)

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SECTION E
RETAIL ACCESS SERVICE TARIFF
(Continued from Sheet No. E-1.12)

3.0 ALTERNATIVE ELECTRIC SUPPLIER SECTION

3.1 Availability

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

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

3.2 Switch and Drop Requests

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

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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 Commission approved tariffs.
- 3.3.2 The Cooperative may elect to offer a service where it bills the Member-Consumer for services that the Cooperative provides as well as services provided by the AES. If the Cooperative bills for AES charges, the following conditions will apply:
- A. The Cooperative and the AES must have entered into a billing agreement that specifies the terms and conditions under which such billing will occur.
 - B. Any discrepancies in charges collected and remitted will be corrected and reflected in the subsequent billing cycles.
 - C. Payments received from or on behalf of a Member-Consumer shall be applied in the following order:
 - 1. To the Member-Consumer's past due balance owed the Cooperative,
 - 2. To current balances due the Cooperative,
 - 3. To current balances due the Cooperative for other charges such as facilities or loan agreements, and
 - 4. To the AES for all balances due for services provided.
 - D. Optional Services (i.e., billing and remittance processing, credit and collections, meter read information, Member-Consumer information, etc.) may be provided by the Cooperative pursuant to terms negotiated with the AES, and shall be offered on a non-discriminatory basis. 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.

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

3.4 Terms and Conditions of Service

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

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3.4.6 An AES shall not resell Member-Consumer account information or transfer it to other parties for any other purpose. The Cooperative will only release Member-Consumer data to the Member-Consumer or its authorized representative, which may be the AES.

3.5 Distribution Power Losses

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

Secondary Service	10.1%
Primary Service	4.0%
Primary Substation Service	0

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

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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.
- 4.3.4 The arbitrator may be determined by AAA.

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- 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-1.19)

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

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 the Cooperative be liable to an AES or Member-Consumer for loss of revenue or other losses due to meter or calculation errors or malfunctions. The Cooperative's sole obligation and the AES's or Member-Consumer's sole remedy will be for the Cooperative to repair or replace the meter and prepare revised bills as described in Section 2.7.3.

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**RETAIL ACCESS STANDBY SERVICE
SCHEDULE RASS**

Availability

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

Nature of Service

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

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

Charges for Service

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

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

Terms of Payment

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

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

- B. The above rates are net. A one-time late payment charge of two (2%) percent of the unpaid balance, excluding sales tax, will be assessed on any bill for Standby Service not paid by the due date.
- 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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**SECTION F
STANDARD CUSTOMER FORMS INDEX**

<http://algerdelta.com/tariffs.html>

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