

HomeWorks Tri- County Electric Cooperative

Rate Book for Electric Service

These Standard Rules and Regulations and Rate Schedules have been adopted by the Board of Directors of the Cooperative to govern its relations with Member-Consumers.

Copies of the Cooperative's Rate Book for Electric Service are available on HomeWorks' Tri-County Electric Cooperative's website at the following website address:

<http://www.homeworks.org/content/rates-regulations>

or at the Michigan Public Service Commission's website at the following website address:

<http://www.michigan.gov/mpsc/0,4639,7-159-16377-427364--,00.html>

This Rate Book for Electric Service applies to the entire territory served with electricity by the Cooperative.

This rate book supersedes and cancels rate book M.P.S.C. No. 3 – Electric

Effective June 8, 2018

By Mark Kappler, General Manager, at Portland, Michigan

Previous Revisions: February 8, 2018; July 1, 2013; January 1, 2013; January 1, 2011; October 10, 2010; July 1, 2010

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For the most recent copy of each rule, see the MPSC website at <http://www.michigan.gov/mpsc/0,4639,7-159-16400---.00.html>

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- B2. Consumer Standards and Billing Practices for Electric Residential Service (*adopted by the Board of Directors effective July 1, 2011*) <http://www.homeworks.org/content/rates-regulations>
- B3. Uncollectibles Allowance Recovery Fund (Residential Customers)
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For the most recent copy of this rule, see the Cooperative website at <http://www.homeworks.org/content/rates-regulations>

- Retail Access Service Tariff
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**Counties and Townships Served by
HomeWorks Tri-County Electric Cooperative, Portland, Michigan**

BARRY COUNTY

Assyria
Castleton
Maple Grove
Woodland

CLARE COUNTY

Garfield
Grant
Surrey

CLINTON COUNTY

Bengal
Bingham
Dallas
Duplain
Eagle
Essex
Greenbush
Lebanon
Ovid
Riley
Watertown
Westphalia

EATON COUNTY

Benton
Chester
Eaton
Eaton Rapids
Hamlin
Kalamo
Oneida
Roxand
Sunfield
Vermontville

GRATIOT COUNTY

Elba
Hamilton
New Haven
North Shade
Seville
Sumner
Washington

INGHAM COUNTY

Aurelius
Bunkerhill
Ingham
Leslie
Onondaga
Stockbridge
Vevay

IONIA COUNTY

Berlin
Campbell
Danby
Ionia
Lyons
North Plains
Odessa
Orange
Portland
Sebewa

ISABELLA COUNTY

Broomfield
Coe
Coldwater
Deerfield
Fremont
Gilmore
Lincoln
Nottawa
Rolland
Sherman
Vernon

JACKSON COUNTY

Springport
Tompkins
Waterloo

MECOSTA COUNTY

Austin
Chippewa
Colfax
Deerfield
Fork
Grant
Green
Hinton
Martiny
Millbrook
Morton
Sheridan
Wheatland

MONTCALM COUNTY

Belvidere
Bloomer
Cato
Crystal
Day
Douglas
Evergreen
Ferris
Home
Maple Valley
Pine
Richland
Winfield

OSCEOLA COUNTY

Evart
Hersey

SAGINAW COUNTY

Chapin

Updated April 6, 2018

Original version effective January 1, 2011

By Mark Kappler, General Manager, at Portland, Michigan

Area Served – Map of Service Territory for HomeWorks Tri-County Electric Cooperative, Portland, Michigan



Effective January 1, 2011 Issued by Mark Kappler, General Manager, at Portland, Michigan

HomeWorks Tri-County Electric Cooperative
Section C - Standard Rules and Regulations (for all Member-Consumers)

Section I - Introduction

- A. These rules and regulations set forth the terms and conditions under which electric service will be provided by the Cooperative. They shall apply to all classes of service and shall govern the terms of all contracts for such service except that the Cooperative reserves the right to enter into special contracts subject to the general regulations of the Michigan Public Service Commission. Failure of the Cooperative to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.
- B. Any promises or agreements made by agents or employees of the Cooperative which are not in conformance with these rules and regulations, nor with the terms of special contracts executed by authorized representatives of the Cooperative shall not have binding effect on the Cooperative.
- C. No ownership rights in any facilities provided by the Cooperative shall pass to any person as a result of any contribution or deposit made under these rules. No deposits or contributions made by Member-Consumers shall be refundable unless expressly so provided in these rules.
- D. Copies of the Cooperative's Rules and Regulations and Rate Schedules for electric service, as filed with the Michigan Public Service Commission, 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 Electric Service
Each applicant for electric service may be required to sign the Cooperative's Application for Membership and For Electric Service. Acceptance of service, with or without a signed application, shall be subject to compliance with the terms of the Standard Rules and Regulations and Rate Schedules as filed with the Commission.
- B. Ownership and Responsibility
 - 1. Cooperative Owned Facilities - The Cooperative will normally install, own, operate and maintain all distribution facilities on the supply side of the point of attachment as shown on the Cooperative's Standard Drawings, including metering equipment. All service entrance conductor wiring from a point of connection to the Cooperative's service line at a location satisfactory to the Cooperative shall be the responsibility of the Member-Consumer. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of code, the Member-Consumer will be responsible for all costs incurred by the Cooperative to correct these conditions.
 - a. Access to Premises - The Member-Consumer shall provide, at no expense to the Cooperative, suitable space with provisions for installation and maintenance of the Cooperative's facilities on the Member-Consumer's premises. Authorized agents of the Cooperative shall have access to the premises at all reasonable times for construction, operation, maintenance, removal or inspection of the Cooperative's facilities, or to inspect the Member-Consumer's facilities or measure the Member-Consumer's load. Authorized employees and agents shall carry identification furnished by the Cooperative and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.
 - b. Use of Facilities - The Cooperative will not allow use of its poles or other facilities by others for installations or attachments of any kind without written authorization from the Cooperative. This includes, but is not limited to, electrical or communication equipment, lights, signs and fences. The Cooperative assumes no liability for property owned by others attached to its

facilities. Unauthorized attachments to Cooperative facilities may be removed by the Cooperative.

- c. Protection - The Member-Consumer shall use reasonable diligence to protect the Cooperative's facilities located on the Member-Consumer's premises, and to prevent tampering or interference with such facilities. The Cooperative may discontinue service in accordance with any applicable rules of the Michigan Public Service 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, cost of discovery, and make provisions and pay charges for an outdoor meter installation or other metering changes as may be required by the Cooperative. Failure to enter into such an agreement or failure to comply with the terms of such an agreement shall be cause to discontinue service in accordance with any applicable rules of the Cooperative or Commission. Restoration of service will be made upon receipt of reasonable assurance of the Member-Consumer's compliance with the Cooperative's approved Standard Rules and Regulations.

2. Member-Consumer Owned Facilities - The Cooperative reserves the right to deny or terminate service to any Member-Consumer whose wiring or equipment shall constitute a hazard to the Cooperative's equipment or its service to others. However, it disclaims any responsibility to inspect the Member-Consumer's wiring, equipment or any subsequent wiring changes or modifications and shall not be held liable for any injury or damage or billing errors resulting from the condition thereof.

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

- b. The Member-Consumer shall be responsible for notifying the Cooperative of any additions to, or changes in, the Member-Consumer's equipment which might exceed the capacity of the Cooperative's facilities, or otherwise affect the quality of service. The Member-Consumer shall also be responsible for the installation of auxiliary or standby equipment and of alarms and protective devices as required to provide reasonable protection in the event of disturbance or interruption of electric service. The Member-Consumer shall install and maintain the necessary devices to protect 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. Customer Data Protections

1. Data Privacy – Definitions

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

- b. “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, customer service, customer education, demand response, energy management, energy efficiency programs, payment assistance, payroll services, bill collection, tree clearing, line construction, or other functions related to providing electric service.
- c. “Customer” means a purchaser of electricity that is supplied or distributed by a utility for residential or nonresidential purposes.
- d. “Customer Account Information” means individually identifiable information including Personal Data and Customer Usage Data. Customer Account Information also includes information received by the Cooperative from the customer for purposes of participating in utility programs including, but not limited to, bill payment assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.
- e. “Customer Usage Data” or “Consumption Data” means customer-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.
- f. “Informed Customer Consent” means, in the case where consent is required: the customer is advised of (1) the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) the process by which the customer may revoke consent. In no case shall silence by the customer ever be construed to mean Informed Customer Consent. Customer consent must be documented and may be in writing, electronically, or through oral communication in which the customer’s identification is verified and documented.
- g. “Personal Data” or “Personally Identifiable Information” means specific pieces of information collected or known by the Cooperative that can be used to identify or trace to a specific individual and that merit special protection including, but not limited to, the standard types of positive identification information used to establish an account. Personal Data includes, but is not limited to, name, address, birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver’s license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.
- h. “Primary Purpose” means the collection, use, or disclosure of information collected by the Cooperative or supplied by the customer where there is an authorized business need or emergency response in order to: (1) provide, bill, or collect for, electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Cooperative’s approved tariff; or (4) plan, implement, or evaluate, energy assistance, demand response, energy management, renewable energy or energy efficiency programs by the Cooperative or under contract with the Cooperative, under contract with the Michigan Public Service Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.
- i. “Secondary Purpose” means any purpose that is not a Primary Purpose.
- j. “Standard Usage Information” means the usage data that is made available by the Cooperative to all similarly situated customers on a regular basis, delivered by the Cooperative in a standard format.

- k. “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.
2. Collection and Use of Data and Information
- a. The Cooperative, its Contractor, or Cooperative Agent, does not need Informed Customer Consent to collect or use Customer Account Information as necessary to accomplish Primary Purposes only.
 - b. Informed Customer Consent is necessary before collection or use of Customer Account Information for a Secondary Purpose.
 - c. The Cooperative will not release Customer Account Information, unless it receives Informed Customer Consent.
3. Disclosure Without Customer Consent
- a. The Cooperative shall disclose Customer Account Information when required by law. This includes law enforcement requests supported by warrants or court orders specifically naming the customers whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.
 - b. Informed Customer Consent is not required for the disclosure of Aggregated Data.
4. Disclosure to Cooperative Agents and Contractors
- a. The Cooperative shall disclose only the necessary Customer 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 Customer Consent.
 - b. 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.
 - c. The Cooperative requires its Cooperative Agents and Contractors who maintain Customer Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor or Cooperative Agent shall meet or exceed the data privacy and security policies and procedures used by the Cooperative to protect Customer Account Information.
 - d. The Cooperative requires Cooperative Agents and Contractors to return or destroy any Customer Account Information that it maintained and that is no longer necessary for the purpose for which it was transferred.
 - e. The Cooperative maintains records of the disclosure of customer 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.
5. Customer Access to Data
- a. The Customer has a right to know what Customer Account Information the Cooperative maintains about the Customer. The Cooperative shall not provide data to a customer which the Cooperative considers proprietary or used for

internal Cooperative business. A customer may request usage data and other Customer 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 Customer.

- b. Customers have the right to share their own Customer Account Information with third parties of their choice to obtain services or products provided by those third parties. These services or products may include, but are not limited to, in-home displays, energy audits, or demand response programs.
- c. Customers have the opportunity to request corrections or amendments to Customer Account Information that the Cooperative maintains.
- d. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to Customers. 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 Customer Data Privacy tariff. The costs of fulfilling any special requests shall be borne solely by the Customer, or third party if deemed appropriate, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.
- e. A Customer may request that his or her Customer Account Information be released to a third party of the Customer's choice by completing a written Informed Customer Consent request. Once the Cooperative receives the Informed Customer Consent from the Customer, the Cooperative is not responsible for loss, theft, alteration, or misuse of the data by third parties or customers after the information has been transferred to the customer or the Customer's designated third party.

6. Customer Notice of Privacy Policies

- a. New Customers receive notice of the privacy policy, with instructions of where to download or how to receive a copy of the full policy, upon the initiation of utility service from the Cooperative. Existing Customers receive notice of the privacy policy once per year by whatever method is used to transmit the bill and whenever the privacy policy is amended. Notice will also be published annually in a magazine or newsletter sent to all customers.
- b. Notice of the Cooperative's privacy policies will be made available and posted on the Cooperative's website. Notice includes a customer service phone number and Internet address where Customers can direct additional questions or obtain additional information.

7. Limitation of Liability

The Cooperative and each of its directors, officers, affiliates, and employees that disclose Customer Information, Customer Usage Data, Personal Data or Aggregated Data to Customers, 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.

D. Customer Data Protection Policy

I. **Objective**

HomeWorks Tri-County Electric Cooperative (hereafter referred to as 'Cooperative') collects certain information about its electric customers (also referred to as its members) as a routine part

of its operations. This policy describes the information that the Cooperative collects and how it uses, protects and shares that information, as stated in the Cooperative's tariffs.

II. Policy

A. Categories of Data Collected

1. **Personally identifiable information** or **personal data** means information collected or known by the Cooperative that can be used to identify a specific individual. Personal data may include, but is not limited to, name, address, birth date, telephone number, e-mail address, Social Security Number, financial account numbers, credit reporting information, bankruptcy or probate information, or health information.
2. **Customer usage data**, or **consumption data** means customer-specific electric usage data, including kilowatts, kilowatt-hours, voltage, var, or power factor, and other information recorded by the electric meter (such as blink and outage counts) and stored in the Cooperative's system.
3. **Customer account information** means individually identifiable information including personal data, as well as consumption data.
4. **Aggregated data** means any customer account information from which all identifying information has been removed, so that individual information from a customer cannot be associated with the customer without extraordinary effort. This includes, but is not limited to, member attitude surveys, power needs surveys, or information gathered for engineering work plans.

B. Purposes For Collection & Use Of Customer Data

1. **Primary purpose** means the collection, use, or disclosure of information collected by the Cooperative or supplied by the customer where there is an authorized business need or emergency response in order to: (1) provide, bill, or collect, for electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Cooperative's tariffs or; (4) plan, implement, or evaluate, energy assistance, demand response, energy management, renewable energy or energy efficiency programs by the Cooperative or under contract with the Cooperative or with the Michigan Public Service Commission, or required by state or federal laws governing energy assistance.
2. **Secondary purpose** means any purpose that is not a primary purpose.

C. Customer Consent

1. **Informed Customer Consent** means the customer is advised of (1) the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) how long the consent is valid; and (3) the process the customer may use to revoke consent. Customer consent must be documented and may be submitted in writing, electronically, or through oral communication in which the customer's identification is verified and documented.
2. Informed customer consent is not necessary for primary purposes. It is necessary before collection or use of customer account information for a secondary purpose.
3. The Cooperative will not release customer account information, except in very limited circumstances described in the tariff, unless it receives informed customer consent.
4. The Cooperative will disclose customer account information when required by law, including law enforcement requests supported by warrants, court orders, or subpoenas. The customer account information disclosed will be reasonably limited to the amount authorized by law.
5. Informed customer consent is not required for the disclosure of aggregated data.

D. Disclosure & Use Of Customer Data

1. The Cooperative will disclose only the necessary customer account information to its agents and contractors for primary purposes and any other function related to providing electric services, without obtaining informed customer consent.

- a. Contracts between the Cooperative and its agents or contractors specify that all agents and contractors are held to the same confidentiality and privacy standards as the Cooperative. These contracts also prohibit agents and contractors from using any information supplied by the Cooperative for any purpose not defined in the contracts.
 - b. The Cooperative requires its agents or contractors who maintain customer account information to maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These procedures and practices shall be designed to protect the customer account information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the agents or contractors shall meet or exceed the data privacy and security policies and procedures used by the Cooperative to protect customer account information.
 - c. The Cooperative requires its agents or contractors to return or destroy any customer account information that is no longer necessary for the purpose for which it was transferred.
 - d. The Cooperative maintains records of the disclosure of customer data to its agents or contractors, in accordance with Cooperative record retention policies and Commission rules. These records include all contracts with the agent or contractor, and all executed non-disclosure agreements.
- E. Customer Access To Data & Notice Of Privacy Policies
1. Customers have a right to know what customer account information the Cooperative maintains about the Customer. A customer may request usage data and other customer account information by writing the Cooperative or by submitting a request through the Cooperative website. The Cooperative will make a reasonable effort to respond to requests for information within 30 business days of the request.
 2. Customers have the opportunity to request corrections or amendments to customer account information that the Cooperative maintains. Customers may also request copies of their data; for anything other than standard usage information, the customer may be asked to bear the costs of fulfilling special requests.
 3. Customers may request that their customer account information be released to a third party by submitting an Informed Customer Consent request. Once released, the Cooperative is not responsible for loss, theft, alteration, or misuse of the data by the customer or third parties.
 4. New customers will receive notice of the privacy policy with instructions of where to download or how to receive a copy of the full policy, when they initiate utility service with the Cooperative. Existing customers will receive this notice annually, and whenever the policy is amended, by the method used to transmit the bill. Annual notice will be published in a magazine or newsletter sent to all customers.
 5. Notice of the Cooperative's privacy policies will be posted to the Cooperative's website. This notice will include contact information which customers may use to obtain additional information.
- F. Questions And Disputes
1. This policy is maintained and supervised by HomeWorks Tri-County Electric Cooperative, 7973 E. Grand River Avenue, Portland, Michigan 48875; telephone: 1-800-562-8232; fax: 517-647-4856; e-mail address: tricoenergy@HomeWorks.org. Questions about the policy, corrections, disputes over access, or other matters may be directed to that office.

III. Responsibilities

- A. General Manager
 1. The General Manager shall ensure that this policy continues to reflect the Customer Data Protections tariff in the HomeWorks Ratebook (Section C.II.C).

2. The General Manager shall ensure that this policy is adhered to.

Dated: April 23, 2018

E. Use of Service

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

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 the time of the last reading reported immediately preceding the Member-Consumer's occupancy.
- b. Termination - Any Member-Consumer desiring termination of service shall so notify the Cooperative a minimum of five (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.

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

3. Nonstandard Service

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

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

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

4. Resale of Electric Energy

Members 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 Michigan Public Service Commission.

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 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 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 a 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 the Cooperative specifications.

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

The Cooperative will make service connections 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 his own use.

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

F. Nature and Quality of Service

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

The Cooperative shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Cooperative's control, and such

causes or conditions shall be deemed to specifically include, but not be limited to, the following; acts or omissions of Member-Consumers or third parties; operation of safety devices, except when such operation is caused by the negligence of the Cooperative, absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the Cooperative has carried on a program of maintenance consistent with the general practices prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.

The Member-Consumer shall be responsible for giving immediate notice to the Cooperative of interruptions or variations in electric service so that appropriate corrective action can be taken. The Cooperative reserves the right to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and State or National emergencies and shall be under no liability with respect to any such interruption, curtailment or suspension.

G. 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 the necessary repairs or replacements shall be paid by the Member-Consumer.

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

1. 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.
 - a. Routine Tests - The Cooperative will, through test procedures established by the Commission, endeavor to maintain its metering equipment within the accuracy limits prescribed by the Commission. For single phase, self-contained, solid state meters, all testing will comply with Michigan Public Service Commission rules.
 - b. Tests Requested by Member-Consumers - Tests of individual meters will be made upon request of the Member-Consumer, with payment of a meter test fee in advance of the test. The Cooperative reserves the right to refuse to test any meter upon request more frequently than once in six (6) months. If such test reveals meter registration of more than 102% of that of the test equipment, the charge will be refunded and a billing adjustment made. If meter accuracy is found to be within the plus or minus two percent (2%) accuracy range, the charge will not be refunded and a billing adjustment will not be required. When it appears that there may be sufficient reason to question meter accuracy (for example, a marked increase in metered consumption without a corresponding change in a Member-Consumer's living or working patterns or in the number and kind of appliances or equipment in use on the Member-Consumer's premises), the Cooperative may waive the meter test charge or it may install a second meter, at no charge to the Member-Consumer, to provide check readings.
 - c. 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.

H. 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 Member-Consumers. The following schedule shall apply where applicable:

Charge for any special service including connections made at the Member-Consumer's request:

During Regular Working Hour	\$ 80.00
Outside Regular Working Hours	\$112.00
Meter Reading Charge	\$ 23.00
Meter Test Charge	\$ 60.00
Reconnect Charge	
During Regular Working Hours	\$ 80.00
Outside Regular Working Hours	\$112.00
Disconnect at Pole	
During Regular Working Hours	\$ 80.00
Outside Regular Working Hours	\$112.00
Charge for Collection Trip	\$ 35.00
Bad Check Handling Charge	\$ 30.00
Account Transfer Fee	\$ 10.00

Regular Working Hours are defined as: 7:30 a.m. to 4:00 p.m. Monday through Friday (7:00 a.m. to 3:30 p.m. from the first Monday after the start of Daylight Savings Time, through the last Friday before the end of Daylight Savings Time), except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.

G. Other Conditions of Service

1. Service Disconnect - Service to the Member-Consumer's premises may be disconnected by the Cooperative under the following conditions:
 - a. At the 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, a reconnect charge will be applied. The reconnect charge will be increased by *the amount* of the minimum charge in the applicable rate schedule for the months service was disconnected, provided such reconnect is made during the twelve (12) month period immediately following disconnect.

- (2) For Repairs - The Cooperative will temporarily disconnect service to facilitate repairs or other work on the Member-Consumer's equipment or premises. Special service charges as set forth in Section II, F, will be applicable.
- b. At the Cooperative's Option - Commercial and Industrial - (Also see Section II, D)
 - (1) With Due Notice - The Cooperative may disconnect service upon due notice for any of the following reasons:
 - (a) For violation of these rules and regulations.
 - (b) For failure to fulfill contractual obligations.
 - (c) For failure to provide reasonable access to the Member-Consumer's premises.
 - (d) For failure to pay any bill within the established collection period.
 - (e) For failure to provide deposits as provided elsewhere in these rules.
 - (f) Upon written notice from governmental inspection authorities of condemnation of the Member-Consumer's facilities or premises.
 - (g) For fraudulent representation as to the use of service.
 - (2) Without Notice - The Cooperative reserves the right to disconnect service without notice for any of the following reasons:
 - (a) Where hazardous conditions exist in the Member-Consumer's facilities.
 - (b) Where the Member-Consumer's use of service adversely affects the Cooperative's facilities or service to other Member-Consumers.
 - (c) For unauthorized reconnection after disconnection with due notice.
 - (d) For unauthorized use of, or tampering with, the Cooperative's service or facilities.
 - (3) Reconnect - After service has been discontinued at the Cooperative's option for any of the above reasons, service will be reconnected only after the Member-Consumer has taken necessary corrective action and made satisfactory arrangement for payment of all fees and charges, including any applicable reconnect fees and deposits to guarantee payment for service.
- 2. Rate Application - The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the Member-Consumer, unless otherwise provided for in these rules and regulations. In no case may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately metered and separately billed.
 - a. Selection of Rates - In some cases the Member-Consumer is eligible to take service under any one or two or more rates. Upon request, the Cooperative will advise the Member-Consumer in the selection of the rate which will give him the lowest cost of service, based on the information provided to the Cooperative, but the responsibility for the selection of the rate lies with the Member-Consumer.
After the Member-Consumer has selected the rate under which 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 (12) months have elapsed. Neither will the Member-Consumer be permitted to evade this rule by

temporarily terminating service. However, the Cooperative may, at its option, waive the provisions of this 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 General Service or Commercial and Industrial Service Rate. For the purpose of billing under the Residential Service Rate, the initial charge, the kilowatthour 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 Residential Service Rate (Schedule A).
 - (3) "Master Metering" will be limited to existing Member-Consumers.
 - c. Homes or Dormitories for Groups Other Than Private Family Units - Service supplied through a single meter to rooming houses, dormitories, nurses' homes, and other similarly occupied buildings containing sleeping accommodations for more than six persons shall be classified as commercial and billed on the appropriate service rate.
 - d. Farm Service - Service shall be available to farms for residential use under 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 General Service Rate.
 - e. Year-Round Service - Service to a 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 customers.
3. Deposits - Commercial and Industrial
- a. The amount of the deposit will be limited to not more than three (3) times the Member-Consumer's estimated maximum bill.
 - b. The interest rate shall be the rate paid on United States savings bonds, series EE, as of the first business day of the calendar year. Interest need not be paid unless the deposit is held for more than 12 months.
 - c. 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.
 - d. 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 discontinuance of energy service.

- e. Failure to make the required deposit as a condition to receiving service shall constitute grounds for discontinuance of service.
- f. 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 service new loads and replace, relocate or otherwise modify its facilities.

Except where specifically stated otherwise, service extension policy is based on overhead construction and any financial participation by the Member-Consumer for underground facilities shall be in addition to other charges provided for in these rules.

All applicants for new electric service, with the exception of Outdoor Lighting Service, will be required to pay a non-refundable Investigation Fee of \$80.00, and to deposit in advance of construction a nonrefundable connection charge of \$100.00 for a service connection. This is a one-time service connection charge and successor Member-Consumers will not be required to pay this charge.

Contributions in aid of construction and other deposits made with the Cooperative under the provisions of this section shall be considered nonrefundable except where provisions for refunds are specifically stated.

No refunds will be made in excess of the refundable amount deposited, and deposits shall not bear interest. Refunds, where applicable, will be made in accordance with the terms stated hereinafter.

Each distribution line extension shall be a separate, distinct unit and any further extension therefrom shall have no effect upon the agreements under which such extension is constructed.

By definition:

- “Residential Service” is to and for one family and two family permanent dwellings requiring an installed capacity of 25 KVA or less;
- “General Service” is for service with a transformer size of at least 25 KVA, up to and or equal to 50 KVA, and for non-residential services of any size up to and or equal to 50 KVA; and
- “Large Power Service” is to and for loads with an installed transformer capacity greater than 50 kva.

Unless the Cooperative gives special permission due to extenuating circumstances, all service extensions, either overhead or underground, shall be all overhead or all underground.

A. Overhead Extension Policy

1. Residential and General Service

- a. Charges - For each permanent dwelling, the Cooperative will provide a single-phase line extension excluding service drop at no additional charge for a distance of 200 feet. Distribution line extensions in excess of the above footages will require an advance deposit of **\$8.00** per foot for all such excess footage. There will also be a nonrefundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions will be on the same basis as General Service or Large Power, depending on installed KVA capacity.
- b. Measurement - The length of any main line distribution feeder extension will be measured along the route of the extension from the Cooperative's nearest facilities from which the extension can be made to the Member-Consumer's property line. The length of any lateral extension on the Member-Consumer's property shall be measured from the Member-Consumer's property line to the service pole. Should the Cooperative, for its own reasons, choose a longer route,

the applicant will not be charged for the additional distance. However, if the Member-Consumer requests special routing of the line, the Member-Consumer will be required to pay the extra cost resulting from the special routing.

2. Large Power Service

- a. Cooperative Financed Extensions - Except for contributions in aid of construction for underground service made under the provisions of Section III, B of these rules, the Cooperative will finance the construction cost necessary to extend its facilities to serve Large Power Member-Consumers when such investment does not exceed two (2) times the annual revenue anticipated to be collected from Member-Consumers initially served by the extension.
- b. Charges - When the estimated cost of construction of such facilities exceeds the Cooperative's maximum initial investment as defined in Paragraph "a", the applicant shall be required to make a deposit in the entire amount of such excess construction costs. Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Paragraph "c".
- c. Refunds - That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable.

This amount shall be determined under applicable provisions of the Cooperative's underground service policy as set forth in this section. The Cooperative will make refunds on remaining amounts of deposits collected under the provisions of Paragraph "b" above in cases where actual experience shows that the electric revenues supplied by the Member-Consumer are sufficient to warrant a greater initial investment by the Cooperative. Such refunds shall be computed as follows:

- (1) Original Member-Consumer - At the end of the first complete 12-month period immediately following the date of the initial service, the Cooperative will compute a revised initial investment based on two (2) times the actual revenue provided by the original Member-Consumer in the 12-month period. Any amount by which two times the actual annual revenue exceeds the Cooperative's initial investment will be made available for refund to the Member-Consumer; no such refund shall exceed the amount deposited under provisions of Paragraph "b" above.

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

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

- (a) Twenty percent (20%) of the deposit if this amount is equal to or less than 20% of the new annual revenue, excluding fuel adjustment and sales tax revenues.
 - (b) Twenty percent (20%) of the new annual revenue excluding fuel adjustment and sales tax revenues if this amount is less than 20% of the deposit.
- (2) The final year of the five-year refund period
- (a) If at the end of the five-year refund period, the total revenue for that period, excluding fuel adjustment and sales tax revenues, is equal to or greater than five times the original deposit, the balance of the deposit will be refunded.
 - (b) If at the end of the five-year refund period, the total revenue, excluding fuel adjustment and sales tax revenue, is less than five (5) times the original deposit, the refund for the fifth year will be applied in accordance with 1 (a) or (b) above.
No refund is to be made in excess of the deposit and the deposit shall bear no interest.

B. Underground Service Policy

1. General - This portion of the rules provides for the extension and/or replacement of underground electric distribution facilities. The general policy of the Cooperative is that real estate developers, property owners or other applicants for underground service shall make a contribution in aid of construction to the Cooperative in an amount equal to the estimated difference in cost between underground and equivalent overhead facilities. Methods for determining this cost differential for specific classifications of service are provided herein. In cases where the nature of service or the construction conditions are such that these provisions are not applicable, the general policy stated above shall apply.

The Cooperative, at the request of the developer, will install an underground electric distribution system for all new residential subdivisions, mobile home parks, multiple occupancy building complexes, and commercial subdivisions, in cooperation with the developer or owner, evidenced by a signed agreement, and in compliance with the following specific conditions:

The developer or owner must provide for recorded easements or rights-of-way acceptable to the Cooperative. The easements are to be coordinated with other utilities and will include easements for street lighting 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 nonrefundable contribution to the Cooperative for primary switching cabinets. When a switching cabinet is required exclusively for one Member-Consumer, that Member-Consumer will contribute the actual installed cost of the switching cabinet. When more than one Member-Consumer is served from the switching cabinet, each Member-Consumer's contribution will be the prorated total installed cost of the switching cabinet based on the number of positions required for each Member-Consumer. If trenching is required where practical difficulties exist, such as in rock or in sodden ground or when boring under streets, driveways, patios or any other paved areas, the per foot charges stated in this rule shall not apply; and the contribution in aid of construction shall be an

amount equal to the total cost differential between overhead and underground construction costs, but not less than the amount calculated on the per foot basis. The developer or owner will be responsible for any costs of relocating Cooperative facilities to accommodate changes in grade or other changes after underground equipment is installed, and also be responsible for any damage to Cooperative facilities caused by the developer or owner's operations or the operations of the developer or owner'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.

The Cooperative reserves the right to suspend all underground construction activities due to winter conditions, including but not limited to frost and snow. If the Cooperative permits winter construction, an additional amount of \$2.00 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.

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

- a. New Platted Subdivisions - Distribution facilities in all new residential subdivisions and existing residential subdivisions in which electric distribution facilities have not already been constructed shall be placed underground, except that a lot facing a previously existing street or county road and having an existing overhead distribution line on its side of the street or county road shall be served with an underground service from these facilities and shall be considered a part of the underground service area.

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

For the purpose of definition, all one-family and two-family buildings on individual lots are residential. The Cooperative will furnish, install, own and maintain the entire underground electric distribution system including the service lateral cables for new residential subdivisions. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Cooperative and other utilities where satisfactory agreement for reimbursement exists between the Cooperative and other utilities.

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

The use of the lot front-foot measurements in these rules shall not be construed to require that the underground electric distribution system be placed at the front of the lot.

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

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

- (a) Charges – Prior to commencement of construction, the owner or developer shall pay to the Cooperative an amount equal to the estimated cost of construction of the distribution system, but not less than the nonrefundable charges set forth in the following Paragraph (b) below.
 - (b) Refunds - That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable. This amount shall be determined by multiplying the sum of the lot front footage for all lots in the subdivision by **\$10.00**, except for those lots served by an underground service from an overhead distribution line under the provision of Section III, B, 2, a. Where underground extensions are necessary in unplatted portions of the property, the nonrefundable portion of the deposit shall be computed at the rate of \$10.00 per trench foot.
 - (c) Measurement - The front foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on, or is adjacent to, a street. However, when streets border on more than one side of a lot, the shortest distance shall be used. In case of a curved lot line which borders on a street or streets and represents at least two (2) sides of the lot, the front foot measurement shall be considered as one-half the total measurement of the curved lot line. The use of the lot front foot measurement in these rules shall not be construed to require that the underground electric distribution facilities be placed at the front of the lot.
- (2) Service Laterals - The Cooperative will install, own, operate and maintain an underground service lateral from termination of its facilities at the property line to a metering point on each new residence in the subdivision.
- (a) Contribution - For a standard installation, the applicant shall make a nonrefundable contribution in aid of construction in the amount of **\$10.00** per trench foot.
 - (b) Measurement - The "trench feet" shall be determined by measuring from the termination of Cooperative facilities at the property line along the route of the trench to a point directly beneath the electric meter.
- b. Other Residential Underground Facilities - At the option of the applicant the Cooperative will provide underground facilities from existing overhead facilities in unplatted areas or in subdivisions where overhead electric distribution facilities have been installed.
- The Cooperative reserves the right to refuse to install its facilities underground in cases where, in the Cooperative's opinion, such construction would be impractical or present a potential detriment to the service to other Member-Consumers. The Cooperative may designate portions of existing subdivisions as "underground service areas" where, in the Cooperative's opinion, such

designation would be desirable for aesthetic or technical reasons. All future applicants for service in areas so designated will be provided with underground service subject to the applicable provisions of these rules.

- (1) Extension of Existing Distribution Systems in Platted Subdivisions - Any such extension shall be considered a distinct, separate unit, and any subsequent extension therefrom shall be treated separately.
 - (a) Charges (in addition to those charges set forth in Section III, A, 1, a) - Prior to commencement of construction the applicant shall pay to the Cooperative an amount equal to **\$10.00** per foot for the total front footage of all lots which can be directly served in the future from the distribution system installed to serve the initial applicant. Any subsequent applicant for service on these lots shall be required to make a nonrefundable contribution in aid of construction in the amount of **\$10.00** per front foot for all lots owned by the subsequent applicant which can be directly served from the original distribution extension.
 - (b) Measurement - The lot front footage used in computing charges and contributions in (a) above shall be measured the same as for new subdivisions as set forth in Section III, B, 2, a, 1, (c). The front footage used in determining the amount of the original deposit or any refunds of subsequent contributions shall include only the frontage of lots directly served by the distribution system extension covered by the original deposit.
- (2) Distribution Systems in Unplatted Areas - The Cooperative will extend its primary or secondary distribution system from existing overhead or underground facilities. When any such extension is made from an existing overhead system the property owner may be required to provide an easement for extension of the overhead system to a pole on the property owner's property where transition from overhead to underground can be made.

Contribution - Prior to commencement of construction, the applicant shall make a contribution in aid of construction in the amount equal to the difference between the estimated overhead construction costs and the underground construction costs.
- (3) Service Laterals - The Cooperative will install, own, operate and maintain an underground service lateral from the termination of its primary or secondary system to a metering point on each new residence to be served. Such underground service laterals may be served either from an underground or overhead system.
 - (a) Contribution - When a service lateral is connected to an underground system the applicant shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the trench length in feet multiplied by **\$10.00**. When the service lateral is connected to existing overhead facilities, there is a one-time non-refundable connection fee of **\$100.00**, plus a contribution of **\$10.00** per trench foot.
 - (b) Measurement - The "trench length" shall be determined by measuring from the pole or underground secondary terminal to which the service lateral is connected along the route of the lateral trench to a point directly beneath the electric meter.

3. Non-residential Service

a. General and Large Power Service - Distribution facilities in the vicinity of new commercial loads and built solely to serve such loads will be placed underground. This includes service to all buildings used primarily for business purposes, where the major activity is the sale of goods or services at wholesale or retail. This category shall include, but not be limited to, apartment houses, motels and shopping centers.

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

- Such facilities would serve commercial or industrial Member-Consumers having loads of temporary duration; or
- Such facilities would serve commercial or industrial Member-Consumers in areas where little aesthetic improvement would be realized if such facilities were placed underground; or
- Such facilities would serve commercial or industrial Member-Consumers in areas where it is impractical to design and place such facilities underground because of uncertainty of the size and character of the loads to be ultimately served therefrom.

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

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

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

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

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

(1) Contribution - For standard installation of distribution facilities, the applicant shall make a nonrefundable contribution in aid of construction in the amount equal to the product of the total of trench length in feet to the point of beginning service multiplied by **\$12.00**.

Transformers will be charged on an installed basis of \$12.00 per kVA. Service, as this term is generally understood in the electric utility field (on Member-Consumer's property), is charged on the basis of **\$10.00** per trench foot.

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

- (a) Primary Extensions - shall be measured along the route of the primary cable from the transition pole to each transformer or other primary termination.
 - (b) Secondary Extensions - shall be measured from each transformer or other secondary supply terminal along the route of the secondary cable to each secondary pedestal or termination. No charge will be made for secondary cable laid in the same trench with primary cable.
 - (c) Service Laterals - shall be measured from the pole or underground Secondary terminal to which the service lateral is connected along the route of the lateral trench to the point of connection to the Member-Consumer's facilities. No charge will be made for service laterals laid in the same trench with primary or Secondary cable.
- b. Industrial Service - Distribution facilities in the vicinity of new industrial loads and built solely to serve such loads will be placed underground at the option of the applicant. This includes service to all buildings used primarily for the assembly, processing or manufacturing of goods.
Contribution - The applicant shall make a contribution according to the provisions above for commercial service.
- c. Mobile Home Parks - Distribution facilities in new mobile home parks shall be placed underground. Extension from existing overhead systems in mobile home parks will be placed underground at the option of the park owner. The Cooperative will furnish, install, own and maintain the entire underground electric distribution system including the pre-meter portion of the service lateral cables for new mobile home parks. The trenches for primary or secondary main cables will be occupied jointly by facilities of the Cooperative and other utilities where satisfactory agreement for reimbursement exists between the Cooperative and the other utilities.
The service for tenant loads normally available from the system will be at secondary voltage, single-phase, 120/240 volt, three wire, 60 Hz. Three-phase service will be made available for pumps and service installations only under terms of a separate agreement. Certain related equipment, such as pad-mounted transformers, switching equipment, and service pedestals may be above-grade. The area must be suitable for the direct burial installation of cable. This service is limited to mobile home parks in which the service is metered by the Cooperative at secondary voltage.
Cooperative cables shall be separated by at least five feet from paralleling underground facilities which do not share the same trench. The park owner's cable systems, such as community antenna systems, should be in separate trenches, if possible. Subject to an agreement with the Cooperative, these cable systems may occupy the same trench. The park owner must agree to pay a share of the trenching cost plus the extra cost of the additional backfill if required and agree to notify the other using utilities when maintenance of the property owner's cables require 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:

- (a) Primary and Secondary Extensions - An amount equal to the product of the total trench length in feet multiplied by **\$12.00**.
- (b) Service Loops or Laterals - An amount equal to the product of the total trench length in feet multiplied by **\$10.00**.
- (c) Transformers - \$12.00 per KVA.
- (d) Measurement - The "trench length" shall be measured the same as provided for measurement of cable trench in commercial installations.

4. Other Conditions

- a. Obstacles to Construction - Where unusual construction costs are incurred by the Cooperative due to physical obstacles such as, but not limited to: rock, surface water, frost, other utility facilities, heavy concentration of tree roots, or roadway crossings, the applicant(s) shall make a nonrefundable contribution in aid of construction equal to the estimated difference in cost of the underground installation and that of equivalent overhead facilities. In no case shall this contribution be less than the per foot charges above for the type of service involved. The Cooperative reserves the right to refuse to place its facilities under road or railroad right-of-way in cases where, in the Cooperative's judgment, such construction is impractical.
- b. Contribution - Prior to commencement of construction, the applicant shall make a contribution in aid of construction as required by the underground extension.
- c. Replacement of Overhead Facilities - Existing overhead electric distribution service lines shall, at the request of an applicant(s), be replaced with underground facilities where, in the opinion of the Cooperative, such replacement will not be detrimental to the electric service to other Member-Consumers. Before construction is started, the applicant(s) shall be required to pay the Cooperative the depreciated cost (net cost) of the existing overhead facilities plus the cost of removal less the value of materials salvaged and also make a contribution in aid of construction toward the installation of underground facilities in an amount equal to the estimated difference in cost between the underground facilities and equivalent new overhead facilities.
- d. Underground Installations for Cooperative's Convenience - Where the Cooperative, for its own convenience, installs its facilities underground, the differential between estimated overhead construction costs and underground costs of such installation will be borne by the Cooperative. All other costs will be governed by the Cooperative's overhead extension policy.
- e. Underground Extensions on Adjacent Lands - When a primary extension to serve an applicant or group of applicants must cross adjacent lands on which underground construction is required by the property owner (such as on state or federal land) the applicant (s) shall make a contribution equal to the estimated difference in cost between the underground and equivalent overhead facilities. The Cooperative may establish a per-foot charge to be considered the difference in cost. Such charge shall be adjusted from time to time to reflect the Cooperative's actual construction cost experience.

C. Miscellaneous General Construction Policy

Except where specifically designated as overhead or underground construction policies, the following general policies will be applied to either overhead or underground construction:

1. Easements and Permits

- a. New Residential Subdivisions - The developer of a new residential subdivision shall cause to be recorded with the plat of the subdivision a public utility easement approved by the Cooperative for the entire plat. Such easement shall include a legal description of areas within the plat which are dedicated for utility

purposes, and also other restrictions as shall be determined by the Cooperative for construction, operation, maintenance and protection of its facilities.

- b. Other Easements and Permits - Where suitable easements do not exist, the Cooperative will provide the necessary easement forms and solicit their execution. The applicant(s), as a condition of service, will be ultimately responsible for obtaining all easements and permits as required by the Cooperative, for construction, operation, maintenance and protection of the facilities to be constructed. Where federal, state or county lands or roads are to be crossed to extend service to an applicant or group of applicants, the additional costs incurred by the Cooperative for right-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:
 - a. When 120/240 volt single-phase service is desired and when such service can be provided at the site without exceeding 100 feet overhead or 10 feet underground 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 \$250.00.
 - b. When 120/240 volt single-phase service is desired, and requires more than 100 feet overhead or 10 feet underground 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.

The Member-Consumer shall be required to deposit in advance of construction with the Cooperative an amount (in excess of any salvage realized) to cover the cost of installing and removing temporary facilities plus the estimated cost of service under the terms of applicable rate schedules. Meters may be read daily and the deposit modified as the energy used may justify such modifications. If service extends for a period in excess of six consecutive months, the Member-Consumer may qualify for other of the Cooperative's available rates, provided he meets all of the applicable provisions of the filed tariffs.
3. Moving of Buildings or Equipment - When the Cooperative is requested to assist in the moving of buildings or equipment through, under or over the Cooperative's distribution lines, the Cooperative will require a deposit from the mover in advance of providing such assistance. The amount of the deposit required will be based upon the Cooperative's estimate of the probable cost, but in no event will the required deposit be less than \$100. Upon completion of moving assistance, the Cooperative will determine actual costs and will bill or credit the mover according to the difference between actual costs and the deposit, except that the minimum actual cost will not be less than \$100. Actual costs will be determined in accordance with the following:
 - a. Within regular working hours:
 - (1) Average individual wage rate applicable to employee(s) involved
 - (2) Actual material used
 - (3) Appropriate overhead charges
 - b. Outside regular working hours:
 - (1) Overtime wage rate applicable to employee(s) involved
 - (2) Actual materials used
 - (3) Appropriate overhead charges
 - c. The minimum billing for moving assistance shall not be less than \$100.00.
4. Relocation of Facilities

- a. The Cooperative will cooperate with political subdivisions in the construction, improvement or rehabilitation of public streets and highways. It is expected that the Cooperative will receive reasonable notice so that any required relocation work can be properly scheduled.
 - b. If the Cooperative's poles, anchors or other appurtenances are located within the confines of the public right-of-way, the Cooperative will make the necessary relocation at its own expense with exceptions:
 - (1) The facilities were originally installed within the confines of the public right-of-way at the request of the political entity.
 - (2) Existing facilities being within the confines of a new public right-of-way obtained after the construction of the Cooperative's facilities.
 - (3) The facilities provide public services such as lighting, traffic signals, etc.
 - c. If the Cooperative's poles, anchors or other appurtenances are located on private property, the political subdivision must agree in advance to reimburse the Cooperative for any expenses involved in relocating its facilities.
 - d. When the Cooperative is requested to relocate its facilities for reasons other than road improvements, any expense involved will be paid for by the firm person or persons requesting the relocation, unless one or more of the following conditions are met:
 - (1) The relocation is made for the convenience of the Cooperative.
 - (2) The relocation is associated with other regularly scheduled conversion or construction work at the same location and can be done at the same time. Before actual relocation work is performed under Section III, C, 4, c. and d above, the Cooperative will estimate the cost of moving the poles, anchors or other appurtenances and an advance deposit in the amount of the estimate must be received from the firm person or persons requesting such relocation. Upon completion of the relocation work, the Cooperative will determine the actual costs of the relocation, and the firm person or persons requesting the relocation will be billed or credited for the difference between the advance deposit and the actual cost.
5. Construction Schedules - Scheduling of construction shall be done on a basis mutually agreeable to the Cooperative and the applicant. The Cooperative reserves the right not to begin construction until the Member-Consumer has demonstrated to the Cooperative's satisfaction the Member-Consumer's intent to proceed in good faith with installation of the Member-Consumer's facilities by acquiring property ownership, obtaining all necessary permits and/or, in the case of mobile homes, meeting the Cooperative's requirements for permanency.
 6. Design of Facilities - The Cooperative reserves the right to make final determination of selection, application, location, routing and design of its facilities. Where excessive construction costs are incurred by the Cooperative at the request of the Member-Consumer, the Member-Consumer may be required to reimburse the Cooperative for such excess costs.
 7. Billing - For Member-Consumer(s) who fail to take service two (2) months after an extension has been completed to the premises and within the time period requested by the Member-Consumer(s), the Cooperative shall have the right, after said two (2) month period, to commence billing the Member-Consumer under the Cooperative's applicable rates and rules for the type of service requested by the Member-Consumer(s).

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, including but not limited to the following types of Member-Consumers:

- Governmental Detention Institutions: facilities used for the detention of persons.
- Fire Stations: attended, publicly-owned facilities housing mobile fire fighting apparatus.
- Hospitals: 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 a person's life.
- Water Pumping Plants: publicly-owned facilities essential to a community's supply of potable water.
- Sewage Plants: publicly-owned facilities essential to the collection, treatment or disposal of a community's sewage.
- Radio and television stations which transmit emergency messages and public information broadcasts related to these procedures.

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

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

B. Sudden or Unanticipated Short-Term Capacity Shortage

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

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

1. The internal demand of substations, offices and other premises owned by the Cooperative will be reduced to the largest extent consistent with the maintenance of service.
2. Service will be interrupted to loads rendered service under interruptible tariffs.

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

D. Long-Term Capacity or Fuel Shortage

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

1. Curtail use during hours of maximum system demand of nonessential energy or premises controlled by the Cooperative including parking and large area lighting and interior lighting, except lighting required for security and safety, and other uses of energy both during and outside normal business hours.
2. Initiate voluntary energy curtailment during hours of maximum system demand of all Member-Consumers by requesting, through mass communication media, voluntary curtailment by all Member-Consumers of a minimum of ten percent of their electric use. This use will include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed or deferred to off-peak hours.
3. Implement procedures for interruption of 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.