LAW OFFICES
DYKEMA GOSSETT
PROFESSIONAL LIMITED LIABILITY COMPANY

800 MICHIGAN NATIONAL TOWER
LANSING, MICHIGAN 48933-1707

TELEPHONE (517) 374-9100
FACSIMILE (517) 374-9191
WWW.DYKEMA.COM

ANN ARBOR, MICHIGAN
BLOOMFIELD HILLS, MICHIGAN
CHICAGO, ILLINOIS

DETROIT, MICHIGAN
GRAND RAPIDS, MICHIGAN
WASHINGTON, DC

ALBERT ERNST

DIRECT DIAL: (517) 374-9155
E-MAIL: AERNST@DYKEMA.COM

November 15, 2000

Ms. Dorothy Wideman
Executive Secretary
Michigan Pubic Service Commission
6545 Mercantile Way, Ste. 7
Lansing, MI 48911

Re: Case No. U-12657
Midwest Restructuring Plan

Dear Ms. Wideman:

Enclosed please find original and four copies of Midwest Energy Cooperative Restructuring Plan. Also enclosed is Proof of Service upon the Parties of Record.

If there are any questions or comments, do not hesitate to contact me.

Sincerely,

DYKEMA GOSSETT PLLC

Albert Ernst

AE/jmb
Enclosures
cc: Jon Bellgowan
Mark Stallons
John Miner
Michael Nickerson

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ID\ AE

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of Midwest Energy Cooperative's compliance filing relative to the restructuring plan required by 2000 PA 141 and the Commission's June 19, 2000 opinion and order in Case No. U-12464.	)))))	**Case No. U-12657**

RESTRUCTURING PLAN

This submission sets forth Midwest Energy Cooperative's (*"Midwest"* or *"the Cooperative"*) plan to restructure the way in which it conducts its businesses in order to allow certain of its retail members the opportunity to choose their energy supplier *("Electric Member Choice Program")*. This Restructuring Plan *("plan")* is intended to be consistent with 2000 PA 141 and the Michigan Public Service Commission's (*"MPSC"* or *"Commission"*) Opinion and Order in Case No. U-12464, dated June 19, 2000 *("June 2000 order")*.

The June 2000 order required each cooperative utility with any member having a peak load of one megawatt or more *("1 MW members")* to file, no later than October 2, 2000, a restructuring plan in compliance with 2000 PA 141 to permit such 1 MW members to choose an alternative electric supplier *("AES")* no later than January 1, 2002. This submission has been docketed by the Commission's Executive Secretary as Case No. U-12657.

On October 2, 2000, Midwest filed a *Request for Extension Re Restructuring Plan* asking the Commission to grant a three month extension, *i.e.*, from October 2, 2000 to January 2, 2001, to file the required restructuring plan. On October 31, 2000, the Commission Staff filed its *Response in Opposition to Midwest's Request for Extension Regarding Restructuring Plan*. On the very next day, November 1, 2000, Midwest filed its *Reply to Commission Staff Response in Opposition to Request for Extension Regarding Restructuring Plan*. Therein, Midwest advised that it was its intent to submit the delayed filing by November 15, 2000. Today's submission meets that commitment.

Attached to this submission are (i) an Electric Member Choice Program Guidebook (including sample retail open access agreement and customer enrollment form), (ii) a proposed Large Power Open Access Service ("Schedule LPOA") tariff and (iii) a proposed Open Access Standby Service ("Schedule OASB") tariff.

In preparing the attached, Midwest realizes that there are significant regulatory and coordination issues to be addressed. In many cases, Commission Staff feedback will be required. Midwest realizes that the Electric Member Choice Program for its 1 MW members will necessarily evolve in this and related proceedings. Accordingly, Midwest reserves the right to revise or withdraw the attached prior to final approval of the required tariffs and related service elements if the Commission Staff adversely incorporates revisions to the Electric Member Choice Program.

WHEREFORE, Midwest Energy Cooperative respectfully requests that the Commission accept this submission as being in compliance with the June 2000 order.

Respectfully submitted,

Midwest Energy Cooperative

By: ______________________

Albert Ernst (P24059)
DYKEMA GOSSETT PLLC
800 Michigan National Tower
Lansing, Michigan 48933
Tel: (517) 374-9155
Fax: (517) 374-9191
Email: *aernst@dykema.com*

Dated: November 15, 2000

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Retail "Customer Choice"

Midwest Energy Cooperative

Retail "Customer Choice"

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Retail "Customer Choice"

Introduction

Midwest Energy Cooperative is pleased to offer its *Retail "Customer Choice"* program. This program follows the initiative of the State of Michigan to encourage competition in the electric industry and allows certain members of the Cooperative the opportunity to buy electrical energy from an Alternative Electric Supplier (AES) of their choice. By allowing competition for electrical energy, the State is making it possible for some electric customers to reduce their cost of electrical energy.

AESs are the entities from which a customer can choose to purchase electrical energy. An AES must be licensed by the State of Michigan and may generate, purchase or broker electrical energy for sale to retail customers. It is the customer's responsibility to evaluate the proposals from AESs and select the AES that best meets its needs.

What Services Can I Choose?

It is important to understand that not all of the services Midwest Energy Cooperative either directly or indirectly provides are open to competition. Stated simply, a retail customer may choose the source of the electrical energy it purchases, but the Cooperative and other entities that currently deliver electrical energy to the customer's premises will continue to provide that service.

There are practical reasons why a customer may purchase the electrical energy competitively but not its delivery. Electrical energy is transported at high voltages over a transmission system from a generation source to a distribution system. After transformation, the distribution system then delivers the electrical energy at lower voltages to the customer. Both the transmission system and the distribution system consist of wires, poles, transformers and other equipment necessary to transport the electrical energy. The transmission system[1] can deliver electrical energy from any

[1] Transmission systems can span hundreds of miles and, through interconnections between multiple transmission system owners, transport electrical energy over much longer distances.

physically connected generation source to the distribution system and on to the customer.

Since the combined transmission and distribution systems can deliver electrical energy from many different sources to the customer, there is no practical need to duplicate these facilities to facilitate a competitive power market. The cost of duplicating these facilities, both economically and aesthetically, far outweighs the potential benefits of opening delivery services up to competition. Accordingly, the State of Michigan and all other states that have taken steps to restructure the electric industry have concluded that competitive delivery services are not in the public interest.

Who Provides These Services?

To participate in the Retail "Customer Choice" program, a customer will receive services from three providers. These include:

Midwest Energy Cooperative – Just as it is now, Midwest Energy Cooperative is the primary contact for electric service. Under Retail "Customer Choice", the Cooperative arranges for the physical connection of the customer's facilities to the distribution system and provides system maintenance, outage restoration, metering equipment, meter data processing, bill processing and other customer support services.

Alternative Electric Supplier – If a customer chooses to participate in the Retail "Customer Choice" program, the customer must arrange electrical energy supply service with an AES. The AES provides the actual electrical energy consumed by the customer and may make arrangements for delivery of the electrical energy to the Cooperative through the transmission system.

If asked, Midwest Energy Cooperative will provide the customer the MPSC's list of licensed AESs or refer the customer to the MPSC's website. However, it is the sole responsibility of the customer to select an AES and the Cooperative does not warrant the assertions or qualifications of any AES. Further, there is no guarantee that the customer will reduce its cost of electricity by participating in the Retail "Customer Choice" program.

Transmission Suppliers – Consumers Energy, Wabash Valley Power Association, American Electric Power and Buckeye Power (the transmission providers) are Midwest Energy Cooperative's transmission service providers. The Transmission Providers provide generation and transmission services that deliver electrical energy to Midwest Energy Cooperative's distribution system. To participate in the Retail "Customer Choice" program, the customer must arrange for transmission service, unless the customer's AES makes these arrangements on behalf of the customer. The Transmission Provider also provides best efforts standby generation and other services related to the transmission of electrical energy.

Nothing contained herein is intended or should be construed to obligate the Transmission Providers in any way.

Using This Guidebook

This guidebook provides an outline of the steps necessary to receive service from Midwest Energy Cooperative under the Retail "Customer Choice" program. It addresses the requirements for a customer and/or AES to arrange delivery of electrical energy from an alternative electrical energy source to the customer. In addition to this guidebook, the customer and/or an AES may contact Midwest Energy Cooperative directly at:

MIDWEST ENERGY COOPERATIVE

Address:	P.O. Box 127 901 E. State Street Cassopolis, MI 49031
Phone:	616.445.1000 800.492.5989
Fax:	616.445.3792
Email Address:	choice@teammidwest.com

Retail "Customer Choice"

Regulatory Requirements

Retail Customers

A retail customer does not need a license to participate in the Retail "Customer Choice" program. However, the customer must meet the eligibility requirements described in this guidebook and contact Midwest Energy Cooperative or an AES.

Alternative Electric Suppliers

AESs must comply with certain regulatory requirements before they can begin service to a retail customer under the Retail "Customer Choice" program. Michigan law, 141 PA 2000 requires an AES to be licensed by the Michigan Public Service Commission (MPSC). The MPSC established the terms and conditions for obtaining a license as an AES in its order in Case No. U-11915. For information on obtaining a license as an AES, contact:

Alternative Electric Supplier Program
Licensing and Enforcement Division
Michigan Public Service Commission
P. O. Box 30221
Lansing, Michigan 48909

Or visit the MPSC's website address at:

cis.state.mi.us/mpsc

Midwest Energy Cooperative

Midwest Energy Cooperative's Rate Schedule LPOA – Large Power Open Access Service contains the charges applicable to standard delivery services provided as part of the Retail "Customer Choice" program. Schedule OASB – Open Access Standby Service contains provisions for the customer to buy power from Midwest Energy Cooperative when power deliveries from the AES and

Transmission Provider, together, are less than the customer's metered usage plus applicable losses. These rates, as well as the Retail "Customer Choice" Program itself, are subject to the approval of the Michigan Public Service Commission.

CUSTOMER ENROLLMENT

Customers with an actual historical demand greater than 1,000 kW at single metered serviced locations, who wish to participate in the Retail "Customer Choice" program, must arrange for service from an AES and contact Midwest Energy Cooperative to begin the enrollment process. Eligible customers must arrange transmission services directly from the Transmission Providers or the AES may make such arrangements as part of its service to the customer.

A customer may enroll in the Retail "Customer Choice" program after:

- January 1, 2002

It has begun making contractual arrangements for distribution service with Midwest Energy Cooperative;

It or its AES has initiated a Transmission Service Enabling Agreement with the Transmission Providers; and

Its AES has received a license as an AES from the Michigan Public Service Commission and has passed a credit worthiness check.

If requested, Midwest Energy Cooperative will help customers and/or AESs through the enrollment process.

Here's What You Need To Do

ENTER AN AGREEMENT FOR RETAIL OPEN ACCESS SERVICE

The Retail Open Access Agreement between the Cooperative and the customer will establish the following:

Midwest Energy Cooperative's Schedule LPOA – Large Power Open Access Service containing the charges the customer will pay for standard services provided pursuant the Retail "Customer Choice" program.

Midwest Energy Cooperative's Schedule OASB – Open Access Standby Service containing provisions where the customer will buy standby power from the Cooperative when energy deliveries are insufficient to serve the customer's usage plus applicable losses.

The customer's obligations in order to receive open access service.

The relationship between the retail customer and the Cooperative.

Customer loss responsibility.

Customer telephone requirements for metering purposes.

AES qualifications.

Terms and conditions of optional or negotiated services Midwest Energy Cooperative is to provide.

In general, the issues at a distribution level are under the jurisdiction of the Michigan Public Service Commission (MPSC). Exhibit 1 is a sample Retail Open Access Agreement and Exhibit 2 contains instructions for completing the agreement. (The actual agreement may differ due to changes in regulations and the nature of services to be provided.)

SET UP METERING COMMUNICATIONS

Working with the local telephone company, the customer will need to have a dedicated phone line installed at each meter location as required. The phone line may not be used for any other purpose such as voice, fax or computer communication. Any monthly fees and the costs of surge/isolation equipment are the responsibility of the customer. The customer should contact its account representative at Midwest Energy Cooperative with the meter telephone numbers and date the telephone service will be active, or for assistance. (Please see the Metering Section of this handbook for details about Midwest Energy Cooperative charges for metering services.)

Midwest Energy Cooperative will connect the telephone to the meter and validate the communication link. (Please see the Metering section of this handbook for details). Midwest Energy Cooperative will send the customer and AES a Meter Setup Report confirming the meter phone numbers and providing other information needed to retrieve data remotely from the meter.

SUBMITTING ENROLLMENTS

The customer enrollment process is a series of events between Midwest Energy Cooperative, the Transmission Provider, the AES and the Customer. The customer will need to submit one customer Enrollment Form for each customer account it is enrolling.

A completed customer enrollment form can be sent to Midwest Energy Cooperative via fax, mail or electronically.

When sending by fax: A blank Enrollment Form and line-by-line instructions are included as Exhibits 3 and 4. When completed, the customer should fax the form to Midwest Energy Cooperative at the fax number shown at the end of the Introduction Section of this guidebook.

When sending by mail: When complete, the customer should mail the Enrollment Form to the Midwest Energy Cooperative at the address shown at the end of the Introduction Section of this guidebook.

When sending by e-mail: The customer should request a simple spreadsheet form available from the Cooperative. When completed, send the Enrollment Form to the email address shown at the end of the Introduction Section of this guidebook.

CUSTOMER STATUS

Midwest Energy Cooperative will advise each AES on the status of its customers. The terms discussed below are used to describe the status of customers in the process of being enrolled.

In Process: As soon as an account is enrolled, it is considered "In Process" until the customer and AES contractual requirements are completed and the phone line at the customer meter location is installed.

Ready: When the customer and AES have met all requirements for Retail "Customer Choice", the account(s) is considered "ready."

Queued: When a customer is ready for service, it will be considered queued until the AES actually begins serving the customer.

Active: This indicates the AES under Retail "Customer Choice" is serving the customer.

Switch-out: This designation is used when the Cooperative receives an enrollment form from a customer indicating it plans to switch its AES.

ADDITIONAL TERMS

The terms discussed below are also relevant to the customer enrollment process:

Transmission service type: Enrolled accounts must select a contracted transmission service type, such as network or point-to-point.

Effective date: The service start date for each individual account is the day an AES begins providing electrical energy on behalf of the customer and the Transmission Provider delivers it to Midwest Energy Cooperative who then delivers it to the customer.

Maximum demand: For purposes of establishing eligibility, the maximum non-coincident demand for a customer is its highest 15-minute demand created in the past year, regardless of time of day.

WHEN TO BEGIN THE ENROLLMENT PROCESS

A participating customer can submit an Enrollment Form as soon as it or its AES has begun arranging for transmission service. The customer should remember to complete an enrollment form (Exhibit 1) for and submit the completed enrollment form to Midwest Energy Cooperative using any of the methods mentioned previously. Customers will receive an enrollment confirmation letter and information about their next steps in Retail "Customer Choice" from Midwest Energy Cooperative.

BEGINNING SERVICE

Before beginning service under the Retail "Customer Choice" program, the eligible customer and/or its AES must have:

Met the Michigan Public Service Commission's licensing requirements in compliance with 2000 PA 141. (See the Regulatory Requirements section of this handbook for details.)

Entered a Retail Open Access Service Agreement.

Entered the appropriate agreements for any negotiated services to be received.

Completed all customer-specific requirements, such as installation of phone lines at meters.

Negotiated a date for beginning transmission service (effective date) with the Transmission Provider.

Midwest Energy Cooperative will assist the customer in tracking these requirements.

Primary Service Facilities

Customers with established demands in excess of 1,000 kW who wish to participate in the Retail "Customer Choice" program must arrange for primary distribution service with Midwest Energy Cooperative. Service to new customers will be subject to the Cooperative's applicable rules and regulations and its tariff applicable to large power open access service. Contact Midwest Energy Cooperative for more information.

Terminating Enrollment

Customers who wish to end their participation in Retail "Customer Choice" and return to buying electrical energy from Midwest Energy Cooperative at its full service "bundled" rates must so notify the Cooperative by submitting a signed Enrollment Form marked "terminating enrollment". It will be able to select from any of the Cooperative's MPSC approved rates available to the customer. The customer is required to supply at least 3 month "notice of return" and will be required to remain on the bundled service for no less than 24 consecutive months. The customer should be aware that upon return to bundled service, there might be additional transmission related surcharges depending on the timing of return.

Midwest Energy Cooperative will notify the customer's current AES. This gives the AES an opportunity to finalize any arrangements for terminating service to the customer.

Release of Customer Information

Midwest Energy Cooperative will not release any customer-specific data to a third party without signed authorization from the customer. An AES should retain a copy of the signed authorization form, and produce it at Midwest Energy Cooperative's request. A sample authorization form is provided as Exhibit 5. Alternate release forms are acceptable, but it must include the information included in Exhibit 5. Once an AES has begun serving a customer, its active status will constitute a release form for future information requests by the AES.

Data Availability

Customers and/or the AESs may receive information in a variety of ways and for different periods. The options are as follows:

HISTORICAL DATA

The previous 12 months of billing determinant history is available on hard copy (i.e., screen prints). Depending on the existing metering installation, the available data may include monthly totals for energy usage, monthly peak demands, and reactive quantities.

This hard copy report is available once within a 12-month period at no charge. Multiple or repeat requests may be subject to an administrative fee. Contact Midwest Energy Cooperative for details on administrative fees.

The same information noted above can also be provided electronically in a spreadsheet file. The Cooperative will provide this as an e-mail attachment (or on a diskette) for an administrative fee. Contact Midwest Energy Cooperative for details on administrative fees.

For customers with existing interval data recording meters, Midwest Energy Cooperative can supply detailed 15-minute interval history electronically. On a go-forward basis, the customer (or AES) can also pay a subscription service fee to receive this file, by account, each month.

For AESs, the aggregated supporting interval data that is used to calculate the settlement bill is also available. See the AES Billing and Settlement section of this handbook for details.

CURRENT DATA

Midwest Energy Cooperative will provide an interval data meter set-up report when the customer installs a phone line to the billing meter. This data can be used with commercially available software applications that allow interrogation of the meters on a periodic basis and get current meter read updates.

REAL TIME DATA

If the customer (or AES) needs real-time data for the customer, Midwest Energy Cooperative will install a two- or three-wire "K-Y-Z" pulse output direct from the meter installation on the customer's site. The customer (or AES) may use these as real-time pulse feeds to meet their system requirements. Please contact Midwest Energy Cooperative to discuss material and installation costs and monthly fees.

The customer (or AES) can also contract with Midwest Energy Cooperative to install a duplicate, billing-quality, utility grade meter for its own use. Contact the Cooperative's account representative to discuss material and installation costs and monthly fees. (NOTE: Midwest Energy Cooperative's original meter will continue to be the meter used for billing purposes.)

Customer Billing

Midwest Energy Cooperative invites AESs and other service providers to contact the Cooperative to discuss the possibility of Midwest providing retail-billing services. Although the AES, Transmission Provider, and Distribution Provider, serving a Retail "Customer Choice" customer are individually responsible for rendering bills and collecting payments for the services that it provides, Midwest Energy Cooperative is committed to serving its customer needs and, depending on the party's needs, may agree to act as billing agent for all electric services provided to its customer.

Midwest Energy Cooperative will furnish the following information and billing determinants to AESs for billing their own supply charges. Initially, this information will be faxed or mailed, but other arrangements are possible. The format is subject to change and is presented as an example of the type of information that will be provided.

Customer Name/Service Address

AES's Customer Account Number

Midwest Energy Cooperative's Customer Account Number

Customer's Beginning Read/Date

Customer's Ending Read/Date

Customer's Total kWh

Customer's kW Read

Meter Number

Details about accessing interval data meter information at 15-minute intervals are included in the Metering section of this handbook.

CREDIT AND COLLECTION

If Midwest Energy Cooperative initiates credit action to collect delivery charges, the Cooperative will notify the AES when the following scenarios occur:

Midwest Energy Cooperative sends Notice of Shut Off to the customer. An Intent Notice informs a customer that the Cooperative will disconnect the meter if payment is not received before the expiration date of the notice.

If shut off occurs, Midwest Energy Cooperative will send an electronic or fax notification to inform the AES by the end of the business day when the meter is shut off.

Service to the meter is restored. Midwest Energy Cooperative will notify the AES electronically or by fax within two hours. If the reconnect occurs after normal business hours, the Cooperative will notify the AES by 10 a.m. EST the next business day.

Combined Payments

Combined payments will be accepted at the sole discretion and prior written agreement of the party receiving the payment. Without such agreement, if the customer sends a payment to Midwest Energy Cooperative that is greater than the balance due to the cooperative then the following shall apply:

Customer's payment is applied to the Cooperative's charges and the remainder is reflected as a credit on the account.

Midwest Energy Cooperative Billing for Alternative Electric Supplier Electrical energy

Since AESs will have differing price structures, Midwest Energy Cooperative does not have a standing offer to provide billing services. However, Midwest Energy Cooperative will consider and may agree to provide additional billing services for an AES pursuant to a mutual agreement.

Retail "Customer Choice"

Metering

Retail "Customer Choice" requires changes in Midwest Energy Cooperative's metering practices and the transfer of electric demand and consumption information to customers and AESs. Customers with established maximum demand of 1000 kW or greater that elect service under Midwest Energy Cooperative's Large Power Open Access (LPOA) tariff require interval data recording meters. The cost of an interval data recording meter is included in the monthly customer service charge as is listed in the LPOA tariff.

The terms of the LPOA tariff require each customer to install a telephone line to the meter enabling remote meter readings. AESs and customers acting as their own AES, may access the read-only portion of the interval data-recording meter via the telephone line to gather load information for energy scheduling. The customer must pay the cost of the telephone line installation and the monthly communication service fees.

Here's What You Need To Do

INSTALLING A TELEPHONE LINE TO THE METER

AESs and/or customers can arrange for the installation of a plain old telephone service (POTS) line from their local carrier. (POTS is a term used by local carriers to describe a telephone line without call waiting, caller ID and other extra services.) Installation costs and monthly fees vary by carrier. When ordering the telephone line, make sure to specify that the termination point must be within two feet of the meter location.

The customer should contact Midwest Energy Cooperative once the telephone line is installed and service has begun. The Cooperative will ask the customer for the meter telephone number and process the Retail "Customer Choice" request.

Telecommunication equipment located within substations requires electrical isolation. This specialized equipment is supplied and installed by the local carrier. Customers are responsible for the cost of isolation equipment if required.

INTERVAL DATA RECORDING (IDR) METER INSTALLATION

Midwest Energy Cooperative will install IDR meters and connect them to a telephone line the customer provides within seven business days after being notified the telephone line to the meter has been installed and service is activated.

METER DATA ACCESS AND PASSWORD

Once the meter telephone line is installed and the customer and AES are ready to begin Retail "Customer Choice", Midwest Energy Cooperative will provide the meter device ID, meter and pulse multipliers, meter constants and channel descriptions required for data access. Customers must supply written authorization for the Cooperative to give AESs access to retrieve meter data (See Customer Enrollment section). The customer is responsible for the security of this telephone line.

Customers or AESs may purchase meter data access software from third party providers. The software allows access via telephone to the "read only" portion of the interval data-recording meter. Two vendors of meter data access software are:

EnerLink Software,
333 Piedmont Ave., N.E.,
Atlanta, GA 30308
404-506-4664
www.enerlink.com

UTS (Utility Translation Systems),
5909 Falls of Neuse Rd.,
Raleigh, NC 27609
919-876-2600
www.uts.itron.com

METER ERRORS

All parties providing and receiving electric service under the Retail "Customer Choice" program need to notify the other parties as soon as they become aware of a metering error. Prompt reporting of meter malfunctions will notably reduce the need to estimate energy and demand usage. Midwest Energy Cooperative will respond to all reported meter malfunctions. When no malfunction is found, the party reporting the malfunction will be charged for the field visit. (See Meter Service Charges below.)

All metering malfunctions should be reported to Midwest Energy Cooperative.

Midwest Energy Cooperative will notify all parties involved of any changes in metering due to malfunction or meter exchange and will perform any necessary electric use adjustments.

METER SERVICE CHARGES

Midwest Energy Cooperative will provide field-metering services for manual reads, testing and repairs. All costs will be charged to the responsible party when applicable. Contact Midwest Energy Cooperative for details related to any of the field services and associated charges.

METER MAINTENANCE AND TESTING

Midwest Energy Cooperative provides meter maintenance and testing for all energy-recording meters. Testing procedures are performed following MPSC criteria and standards.

Retail "Customer Choice"

Appendix A – Exhibits 1 through 5

RETAIL "CUSTOMER CHOICE"
Sample Retail Open Access Agreement

This agreement is between Midwest Energy Cooperative and _______________ (Retail Member).

WHEREAS, the Cooperative has established a *Retail "Customer Choice" Program* as described in its Large Power Open Access (LPOA) Service Tariff, Open Access Standby Service (OASB) Service Tariff and Implementation Plan, all of which have been filed with the Michigan Public Service Commission (MPSC).

WHEREAS, Retail Member is eligible to participate in the *Retail "Customer Choice" Program.*

WHEREAS, Retail Member may purchase certain services from Cooperative in connection with the *Retail "Customer Choice" Program.*

NOW THEREFORE, in consideration of the mutual promises contained herein, the Cooperative and Retail Member agree as follows:

1. **Distribution Service**: The Cooperative agrees to provide distribution service to Retail Member who has been enrolled in the *Retail "Customer Choice" Program.* Such distribution service will be provided pursuant to the rates, terms and conditions set forth in the Cooperative's Schedule LPOA.

2. **Standby Service**: The Cooperative agrees to provide standby power supply service to Retail Member who has enrolled in the *Retail "Customer Choice" Program.* Such standby service will be provided pursuant the terms and conditions set for the in the Cooperative's Schedule OASB.

3. **Rates, Terms and Conditions**: Retail Member agrees to pay any Transition Surcharge imposed by the Cooperative's wholesale power supplier and added to Schedule LPOA, pursuant to Michigan Public Service Commission approval and to comply with all rates, terms and conditions of the *Retail "Customer Choice" Program.*

4. **Optional Services**: Retail Member agrees to pay the Cooperative the following charges as set forth in Exhibit 1, if the service is selected.

   4.1 Negotiated service charges.

5. **Service Conditions**: Retail Member shall enroll in the *Retail "Customer Choice" Program* using the procedures established by the Cooperatives. Retail Members must satisfy the following conditions prior to the commencement of service.

   5.1 Retail Member has contracted with an Alternative Electric Supplier (AES) who meets the following requirements:

5.1.1 The AES must be licensed by the Michigan Public Service Commission.

5.2 Retail Member has an established maximum demand of 1,000 kW per LPOA tariff.

5.3 Retail Member or its AES has entered into all necessary contractual and other arrangements for the provision of transmission service.

5.4 A data link has been installed to each participating meter of Retail Member in accordance with the Cooperative's requirements, and all access numbers have been provided to the Cooperative.

6. **Representations and Warranties**: Retail Member represents and warrants as follows:

6.1 All information provided by Retail Member in the member enrollment procedure is to the best of Retail Member's knowledge and belief, complete and accurate.

6.2 Retail Member will have sufficient electric capacity and energy supply resources available to it, either by contract or through ownership of generation, to provide its energy requirements and to meet all reliability criteria imposed on electric utilities in Michigan by regional and/or national reliability councils, regional Independent System Operators (ISO) or Regional Transmission Organizations (RTO's) and the Federal Energy Regulatory Commission (FERC).

7. **Default**: If an Event of Default occurs with respect to a defaulting party at any time during the term of this Agreement, the non-defaulting party may (a) terminate the Agreement, provided that any amounts owed at the time of such termination shall be paid, (b) exercise any remedy available at law or equity to enforce payment of any amounts owing together with interest and attorney fees and costs, or (c) both. An "Event of Default" shall mean, with respect to a party to this Agreement, any one or more of the following:

7.1 The failure to make any payment required hereunder when due:

7.2 Any representation or warranty made by a party is determined to have been false or misleading in any material respect when made;

7.3 Failure to comply with any of the terms of this Agreement if such failure is not remedied within five days of written notice of such non-compliance being given;

7.4 A party is or becomes subject to a bankruptcy proceeding.

8. **Third-Party Beneficiary**: This Agreement does not intend any party to be a third-party beneficiary.

9. **Tariff Term Changes**: The Cooperative reserves the right to take all necessary and appropriate actions to modify any of the terms in the LPOA Tariff, the OASB Tariff and/or the *Retail Member choice* Implementation Plan. ***{Reserved for a potential provision concerning future MPSC actions.]***

10. **<u>Sales Tax Responsibility</u>**: Retail Member shall be responsible for applicable sales tax and agrees to hold the Cooperative harmless from any Retail Member sales tax responsibility.

11. **<u>Assignments and Transfers</u>**: Retail Member may not assign, transfer or otherwise dispose of this Agreement in any of its rights, duties or obligations hereunder to another party.

12. **<u>Governance and Jurisdiction</u>**: This agreement is subject to and governed by the laws of the State of Michigan. The Cooperative and Retail Member consent to the jurisdiction of the appropriate Michigan courts or regulatory authorities over this Agreement.

13. **<u>Entire Understanding/Successors and Assigns</u>**: This Agreement, the LPOA Tariff. The OASB Tariff and Implementation Plan constitute the entire understanding between the Parties hereto with respect to the subject matter hereof, supersedes any and all previous understanding between the Parties with respect to the subject matter hereof, and binds and inures to the benefit of the Parties, their successors and permitted assigns.

14. **<u>Waiver</u>**: Any waiver will be effective only for the particular event for which it is issued and will not be deemed a Waiver with respect to any subsequent performance, default or matter.

15. **<u>Notices or Requests</u>**: Any notice or request made regarding this Agreement shall be made to the representative of the Cooperative or Retail Member as indicated below:

(Name) Cooperative:	Retail Member:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officials.

(Name) Cooperative:	Retail Member:
(Signature)	(Signature)
(Typewritten or Printed Name)	(Typewritten or Printed Name)
Title	Title

Date

Date

Optional Services

1. **Negotiated Service**:

1.1 Retail Energy Following Service

The Cooperative can provide Energy Following Service (EFS) for *Electric Choice Members*. EFS will provide Retail Members with hourly interval data (kWh and kVAR) for the previous 24 hours for each member enrolled on a daily basis. EFS will also total usage by hour, provide peak demand and on/off peak consumption. Retail Members purchasing EFS will be provided with secured access to the Cooperative's website to view and download data.

EFS is an experimental program designed to aid Retail Members with data retrieval for interval recording meters and will be effective from ________ through __________.

To request EFS, the Retail Member should check the box below:

_____ (Name) Cooperative is requested to provide Energy Following Service.

If the box above is checked, the Retail Member agrees to pay the Cooperative as follows:

Basic Account Setup Fee: $ ***/Meter

The Retail Member will select and sign up its members using EFS on the Cooperative's website, after receiving authorization.

Daily Data Collection, Validation and Web Posting Service:

$ ***/month/Meter

*** Prices to be determined at time of contract offering.

RETAIL "CUSTOMER CHOICE"

Retail Open Access Agreement
Line-by-Line Instructions

The name of the retail customer is required. The retail customer is an entity with electrical load equal to or greater than 1,000 kW connected to Midwest Energy Cooperative's distribution system that purchases electricity from an Alternative Electric Supplier (AES) retailer for delivery to its location(s) pursuant to the Cooperative's Large Power Open Access Service Tariff. The party identified must be the same party on all three applicable contract documents.

Section 1. Distribution service:

Establishes terms under which distribution service will be provided to the retail customer.

Section 2. Rates, terms and conditions:

Establishes that the retail customer must pay any applicable transition surcharges and comply with the Cooperative's *Retail "Customer Choice"* program.

Section 3. Optional services:

This section discusses negotiated services that the retail customer may purchase from the Cooperative. Also refer to Exhibit 1 of the Distribution Agreement - Retail Customer for the selection of these service(s).

Section 4. Service conditions:

Defines retail customer obligations and AES obligations to begin service.

Section 5. Representations and warranties:

Retail customer agrees that:

5.1 All information provided by the retail customer is complete and accurate.

5.2 The capacity and supply resources either under contract or through generating ownership meet its energy requirements. (The retail customer must meet reliability criteria in the same manner as electric utilities.)

Section 6. Default:

Explains the options in an event of default and further defines the "event of default" in Sections 6.1 through 6.5. This section also discusses the collective nature of the three applicable agreements: if one of the agreements is terminated, the remaining agreements are also terminated.

Section 7. Third-party beneficiary:

There are no third-party aspects to this agreement.

Section 8. Tariff term changes/MPSC authority:

The terms in the applicable Tariffs and/or the Implementation Plan may be changed by the Cooperative without discussion with or agreement from the retail customer. The Cooperatives also reserve the authority to terminate the service if the MPSC is unable to order that the *Retail "Customer Choice"* program continue.

Section 9. Sales Tax Responsibility:

The retail customer is responsible for sales tax.

Section 10. Assignments and transfers:

Assignments and transfers within the *Retail "Customer Choice"* program are not allowed.

Section 11. Governance and jurisdiction:

This agreement will be governed within the legal framework of the state of Michigan.

Section 12. Entire understanding/successors and assigns:

The LPOA Tariff, OASB Tariff and MPSC approved Implementation Plan are the basis of understanding for the Distribution Agreement - Retail Customer.

Section 13. Waiver: Self-explanatory section.

Section 14. Notices or requests:

The contract names and addresses for notices or requests for each of the three applicable agreements are outlined in the *Retail "Customer Choice"* transmission service agreement and are the same for the three applicable agreement documents.

Section 15. Start date and termination date:

The *Retail "Customer Choice"* transmission service agreement also is the document which states start and termination dates for all three applicable agreement documents. The dates may be found in Appendix A and/or Appendix B and/or Appendix C. Termination may also be on a mutually agreed-upon date reached by the parties.

Signature block:

This section states the agreement reached between the parties and provides for completion of the document by the respective parties. **Retail customer's authorized representative must execute the Distribution Agreement - Retail Customer prior to return of the document to the Cooperative.** A fully executed original will be returned to the retail customer after all contract requirements are fulfilled.

OPTIONAL SERVICES

This document outlines optional services, including any negotiated services.

Customer Enrollment Form

Date

Customer Information: Please use information as it appears on customer's bill from the Cooperative				
Customer Name				Cooperative's Account Number
Service Address (Building Number, Street Address, Unit or Apartment Number				
City		State		Zip Code
Phone Number	Fax Number	Email Address		
Action Requested				
Select One:	New Enrollment: ☐	Terminating Enrollment: ☐		Changing AES: ☐
Alternative Electric Supplier Information				
Enter New AES Information Here:	Alternative Electric Supplier (AES) Name			AES Phone No.
If Changing AES Enter Current AES Information Here:	Alternative Electric Supplier (AES) Name			AES Phone No.
Transmission Service Type				
Transmission Provider Name:				
Network		**Point-to-Point**		
Time of Use ☐		Firm ☐		Non-Firm ☐

Customer Statement

Being duly authorized to execute this Enrollment Form, I attest that Customer has entered a contract with the new Alternative Electric Supplier to supply its electric energy at the above location. The Cooperative is authorized to provide the new Alternative Electric Supplier information relating to Customer's current and historical power and energy

____
Authorized Customer Representative Signature

Notes: Distribution Cooperative

____

____

____

____

____

Notes: Transmission Provider

____

____

____

____

____

RETAIL "CUSTOMER CHOICE"

Customer Enrollment Line by Line Instructions

LINE 1

Indicate the date submitted to the Cooperative.

LINES 2 THROUGH 5

Provide account-specific information for the customer as it appears on their current bill from the Distribution Cooperative. Customer telephone numbers and e-mail addresses are optional. If this customer is not currently receiving service from a Distribution Cooperative, then the customer must arrange for distribution service following the Cooperative's standard rules and regulations before completing this Form.

LINE 6

Indicate if this is for a new enrollment, termination of enrollment, or a change of Alternative Electric Supplier for this customer.

LINE 7 AND 8

Provide the name of the new AES and, if applicable, provide the name of the existing AES in the space provided.

LINE 9

If known, indicate the type of transmission service being requested.

LINE 10

Sign on this line after you have completed the rest of the Customer Enrollment Form.

RETAIL "CUSTOMER CHOICE"

RELEASE OF CUSTOMER INFORMATION

Date: ________________

Please consider this my authorization to provide _________________________ access to any consumption, billing, tariff or metering data they may solicit from you for the following accounts over the next ____ months (not to exceed 12 months).

Customer Name	
Mailing Address	
City, State, Zip	
Telephone Number	
Service Address	
Customer Signature	
Please print or type name	

Please provide 12-month electric use history for the following accounts:

Account Number(s)	Service Address(es)

Retail "Customer Choice"

Appendix B – Glossary

Appendix B – Glossary

This glossary defines various terms that may be useful to persons interested in the Retail "Customer Choice" Program. This glossary may be updated from time to time for clarity or completeness and to reflect changes in the electric industry.

Aggregation

The process of pooling customers' electric loads together to create a larger block of power.

Aggregator

An entity that pools customers' electric loads into a larger block for negotiating electric service for groups with large blocks of power. An Alternative Electric Supplier, marketer or broker may act as an aggregator.

Alternative Electric Supplier

The entity authorized to make retail sales of electricity to customers connected to a utility's transmission and distribution system.

Ancillary Services

Services that are necessary to maintain reliable operation of the transmission system during the delivery of power from the supplier to the utility's distribution system. The transmission provider or another party can provide ancillary services.

Bill Ready

A consolidated billing practice where the billing party receives the calculated charge amount(s) directly from the non-billing party in lieu of the billing party calculating it directly from the rate.

Billing Cycle

The period of days for which a utility or supplier produces the customer's bill.

Billing Service Agreement

A legally binding agreement between the utility and the Alternative Electric Supplier used when one of the parties is performing consolidated billing for the other party. The agreement details expectations and responsibilities of each party.

Broker

A person or group that arranges for the purchase and sale of electricity, transmission, and other services between buyers and sellers, but does not take title to the power in the transaction.

Bundled Services

The combination of services: electric generation, transmission, delivery and related support functions. This is how customers receive service under the traditional utility structure.

Customer

An entity that takes service for its own consumption over the transmission and/or distribution facilities of a utility. Often referred to as member when a member of an electric cooperative.

Consumer

A retail electric customer.

Consumer-member

A retail customer of electric energy that is a member and owner of an electric cooperative.

Default Service

Energy supply service provided, pursuant to rules established by the applicable regulatory authority, to customers in a competitive energy market who are not being served by a competitive energy supplier for any number of reasons, including the following:

1. The customer's chosen supplier no longer provides service for the customer's account;
2. The customer is unable to locate a supplier to service his/her account; or
3. The customer has not chosen a supplier.

Demand

For electricity: the amount of electricity, typically measured in kilowatts (kW), that customers use instantaneously, or that is averaged over a set period of time.

Deregulation

The process of removing regulations that direct how specific industries operate. Airline, trucking and telephone are examples of industries that have been deregulated.

Direct Access

The result of electric industry restructuring that enables retail customers to buy electricity from the supplier of their choice and have it delivered over a utility transmission and distribution system. Also known as Open Access.

Delivery System

The wires and other equipment that move electricity to the customer.

Distribution Agreement-Retail Customer

Outlines retail customer requirements to begin service, outlines the relationship between the retail customer and distribution provider, provides for the selection of optional services, and covers distribution issues under Michigan Public Service Commission (MPSC) jurisdiction.

Drop

The termination of the relationship between the customer and Alternative Electric Supplier for various reasons: non-payment, term of contract, customer request, supplier service discontinued for customer class, etc.

Dual Billing

An approach under which the utility and supplier render separate bills to the customer, each containing charges by that party for the services provided, for which separate payments from the customer are required.

East Central Area Reliability (ECAR)

The regional organization that oversees the reliability of the electric grid. ECAR includes members who represent the states of Indiana, Kentucky, Michigan, Ohio, Pennsylvania and West Virginia.

ECC – The Energy Control Center

Located in Cadillac, Michigan. Represents Wolverine as the transmission provider and is the first point of contact for the reservation of transmission service.

EDI-814 Standard Format

An electronic data interchange (EDI) is any electronic transmission of data between two computer applications. An EDI-814 standard format is a general request, response or confirmation.

Electric Cooperative

A consumer-owned entity that generates and/or purchases wholesale power, arranges for the transmission of that power, and then distributes the power to serve the demand of retail customers.

Retail "Customer Choice"

An electric cooperative program that enables its electric customers to purchase electricity from Alternative Electric Suppliers.

Electric System

Describes the production and delivery of electricity as one complete system.

Eligibility

Refers to a customer's status as to having met a legal prerequisite that allows them to choose an Alternative Electric Supplier.

Energy Imbalance

When customers use more or less energy than scheduled by the Alternative Electric Supplier. The difference between the total energy scheduled by the Alternative Electric Supplier and the amount of energy delivered to the Alternative Electric Supplier's customers. This is usually tracked hourly and monthly.

Federal Energy Regulatory Commission (FERC)

Originally formed in 1935 as the Federal Power Commission. FERC has jurisdiction over wholesale power transactions and all interstate transmission of electricity.

FERC Open Access Transmission Tariff

A utility's transmission tariff that is on file with the Federal Energy Regulatory Commission, which complies with FERC Orders 888 and 889. This tariff is subject to change.

Franchise

Agreement with a governmental unit that gives a company the legal right to conduct business within a township, village, city, or other local government unit.

Grid

A managed system of interconnected power lines and generators used to meet the energy requirements of customers connected to the distribution or transmission system.

Interval Data

Customer load data collected by a meter or metering system reflecting actual energy usage for each time interval (e.g., hour, half-hour, etc.) during the billing cycle.

Independent System Operator (ISO)

A third party that manages transmission systems owned by utilities.

Load Profile

An allocation of a customer's electricity usage over a period of time. Load profiles can be used by suppliers and system operators to forecast electricity supply requirements and to determine the cost of serving a customer; profiles may represent individual customers or customer class averages.

Local Governing Body

The entity authorized by a municipality, county or state to define and uphold rules and regulations that apply to market participant activities.

Marketer

An entity who sells electricity on behalf of a supplier or generating company.

Meter

A device for measuring and totaling the variable consumption and/or demand of electric energy.

Michigan Public Service Commission (MPSC)

Established in 1939, the MPSC is the regulatory agency for investor-owned and rural cooperative utilities in Michigan. Under the traditional regulatory environment, all retail rates, terms and conditions of service offered by these utilities must be approved by the MPSC.

Multi-Vendor Translation System (MV-90)

System used to collect time-of-use information from electric meters via telephone lines or portable computer devices.

Negotiated Services

Services an Alternative Electric Supplier can arrange to have provided by an electric cooperative or utility, such as billing.

Network Resources

All generation that is owned, purchased or leased by the transmission customer or its retail customer, which is designated to serve load under tariff.

North American Electric Reliability Council (NERC)

Formed in 1968 following the Nov. 9, 1965 blackout that affected the Northeastern United States and Ontario, Canada. NERC promotes reliability of the electricity supply for North America. In short, NERC helps electric utilities and other electricity suppliers work together to keep the lights on.

Open-Access Same-time Information System (OASIS)

An Internet-based system formed in 1996 from FERC Orders 888 and 889 intended to foster wholesale electricity competition.

Open Access Transmission Tariff (OATT)

A document that sets rates and rules for using transmission services.

Peak Demand

The highest rate of electric energy consumption for a customer.

Point of Delivery

The point where a customer receives delivery of energy.

Point of Receipt

The point where a utility receives energy for delivery through its system to a customer or to another utility's system.

Point-to-Point Transmission Service

The reservation and delivery of capacity and energy on a firm or non-firm basis from the point of receipt to the point of delivery.

Positive Billing System (PBS)

This program protects Family Independence Agency clients from energy service shutoff during the heating season.

Power

A combination of electric demand and energy usually expressed in kilowatts (kW).

Power Supply Cost Recovery (PSCR)

Allows a utility to recover the cost of power it must purchase to meet customer demand. In a deregulated market, the utility would assume the risk of increased fuel and purchased power costs, thus eliminating the PSCR.

Rate Class

A group of customers served under a single regulated tariff.

Rate Ready

Refers to the practice in which the non-billing party provides rate information to the billing party sufficient to calculate the non-billing party's charge(s).

Real Power Losses

Energy consumed in moving power through a utility's system between the point of receipt and the point of delivery.

Reconciliation

The process by which initial load allocations are "trued-up" to known metered loads. Preliminary reconciliation can be performed using bulk area loads; final reconciliation can be performed using actual customer meter readings for the current month being settled.

Residential

Generally refers to service provided to homes.

Restructuring

The process of changing the current regulatory environment to accommodate member choice.

Retail Access

Program(s) initiated through a combination of legislation and/or regulatory commission actions that create the opportunity for retail Customers to competitively obtain energy supplies and other services that were formerly only available through the regulated utility.

Retail Customer

The end-use customer - connected to an electric cooperative's distribution system – that purchases electricity from an Alternative Electric Supplier.

Scheduling

The process of coordinating the movement of power through, into, within or out of a control area.

Settlement

The hourly accounting process by which costs of energy supplied into the grid by generation operators are reconciled with payments for energy delivered to customers by their suppliers.

Standby Service

An optional service that can replace scheduled power at the point of receipt if the supplier fails to deliver power or if there is a transmission system constraint.

Time-of-Use (TOU) Meter

Measures how much electricity (kilowatt hours and kilovar hours) a customer uses and records it in the meter's memory every 15 minutes. Also known as an interval data-recording meter.

Top Incremental Cost (TIC)

The average cost of the last 2 megawatts loaded on the transmission provider system every hour.

Transmission

Interconnecting high voltage electric lines that move electricity from a generation facility to the distribution lines of an electric distribution company.

Transmission Customer

The purchaser of transmission and ancillary services.

Transmission Service Agreement

Defines the responsibilities of transmission customers and their relationship with a transmission provider. Discusses transmission levels and provides specifications for transmission service type selections.

Transmission Service Enabling Agreement

Used to pre-qualify the transmission customer; obtain transmission customer contact information; discuss ancillary services, customer eligibility, and reciprocity requirements; and establish credit-worthiness.

Unbundled Services

Specifies utility services line by line, such as separate supply and delivery charges, instead of being combined into one "bundled" service and fee.

Utility

A regulated electric entity that constructs and maintains the transmission and/or distribution facilities that deliver energy to the customer.

Utility Account Number

The identifier used by the utility to uniquely identify a customer account.

Utility Tariff

A document approved by the applicable regulatory authority listing the terms and conditions, including a schedule of prices and fees, under which utility services are provided.

Retail "Customer Choice"

Appendix C – Schedule LPOA

SCHEDULE LPOA

LARGE POWER OPEN ACCESS SERVICE

Availability

Subject to the Rules and Regulations of the Cooperative and its *Retail "Customer Choice" Guidebook*, this schedule is available for multi-phase service to Members of the Cooperative for delivery of power from the Point of Distribution Receipt to the Point of Distribution Delivery. Service under this rate is subject to the following conditions:

1. The Member must have an established maximum Billing Demand greater than 1,000 kW.
2. The Member must enter an Open Access Service Agreement with the Cooperative.
3. The transmission of power to the Point of Receipt and all related costs shall be the responsibility of the Member and/or Alternative Electric Supplier (AES).

Type of Service

Service under this rate shall be multi-phase, 60 hertz, at standard primary voltages of the Cooperative.

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

Metering Requirements:

The load under this tariff shall be separately metered by demand and energy interval data recording meters. The Cooperative shall furnish, install, maintain and own such metering equipment.

The Member shall be responsible for any associated communication system such as a dedicated telephone line, other related equipment and any related monthly fees.

Monthly Rate

Each Member shall purchase Distribution Delivery Service at the following rates:

Monthly Service Charge....................................$720.00 per Month per Point of Delivery

Demand Charge

For Service at Secondary Voltages .... $10.75 per Billing kW

For Service at Primary Voltages .... $10.40 per Billing kW

If the service location is located within 1,000 feet of a Distribution Substation, the applicable demand charge shall be .... $6.50 per Billing kW

SCHEDULE LPOA

LARGE POWER OPEN ACCESS SERVICE

Determination of Billing Demand

The Billing Demand shall be the maximum kilowatt (kW) demand established by the Member for any period of fifteen consecutive minutes during the month for which billing is rendered, as indicated or recorded by the demand meter. The Cooperative reserves the right to make special determination of the billing demand and/or minimum charge should circumstances require.

Determination of Billing Energy

The Billing energy shall be the total kilowatt-hours (kWh) used by the Member during the month for which billing is rendered.

Line Loss Responsibility

The Member's AES is responsible for providing losses associated with the distribution of power from the point of receipt into the distribution system to the point of delivery to the Member. The following loss adjustment factors shall be applied to the Member's metered usage to determine the demand and energy that must be received by the Cooperative for delivery to the Member.

Delivery Type	Multiplier
Secondary Service	107.0 %
Primary Service	103.4 %
Primary Substation Service	101.0 %

Minimum Charge

As may be specified in the Open Access Service Agreement between the Cooperative and the Member.

Terms of Payment

1. Monthly bills for Distribution Delivery Service rendered by the Cooperative are due and payable on or before the due date listed on the bill.
2. The above rates are net. A one-time late payment charge of two percent of the unpaid balance, excluding sales tax, will be assessed on any bill for Distribution Delivery Service not paid by the due date.
3. The Cooperative will not collect any monies on behalf of any alternate power supplier, retailer or other third party without a written agreement between the Cooperative, the Member and the third party.

SCHEDULE LPOA

LARGE POWER OPEN ACCESS SERVICE

Third Party Disputes

The Cooperative will not intervene mediate or participate in contractual disputes between the Member and its Alternative Electric Suppler or other third parties.

Tax Adjustment

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

Retail "Customer Choice"

Appendix D – Schedule OASB

SCHEDULE OASB

OPEN ACCESS STANDBY SERVICE

Availability

This schedule is available on a best efforts basis to members of the cooperative receiving service under Schedule LPOA – Large Power Open Access Service.

Nature of Service

Service under this schedule is for all requirements power supply service on a best efforts basis, during the hours of a month when the member's Alternative Electric Supplier is unable to or does not deliver electric energy to the cooperative on behalf of the member due to:

- Generation outage,
- Transmission system constraints or outage, or
- The AES's default or failure to execute its contractual obligations to the member.
- Other similar circumstances resulting in the amount of energy delivered on behalf of the customer being less than its consumption plus applicable losses and the cooperative supplying such energy deficiency.

Service under this schedule does not include net under deliveries of energy that result when energy is delivered on behalf of a member but deviates from the member's metered energy requirements plus applicable provisions for line losses.

In the event of an AES's default, the member may continue to receive power supply service pursuant to this schedule or it may elect to receive bundled service subject to the terms and conditions set out in the cooperative's *Retail "Customer Choice" Guidebook.*

Charges for Service

The charges for this service shall be equal to the cooperative's out of pocket cost of standby power delivered to the member plus 10% for each month that Standby Service is provided to the member.

The cooperative's out of pocket costs shall be equal to the amount it is billed by its wholesale supplier for standby service delivered to the member.

Terms of Payment

1. Monthly bills for Standby Service rendered by the cooperative are due and payable on or before the due date listed on the bill.
2. The above rates are net. A one-time late payment charge of five percent of the unpaid balance, excluding sales tax, will be assessed on any bill for Standby Service not paid by the due date.

SCHEDULE OASB

OPEN ACCESS STANDBY SERVICE

3. The cooperative will not collect any monies on behalf of any alternate power supplier, retailer or other third party without a written agreement between the cooperative, the member and the third party.

Third Party Disputes

The cooperative will not intervene mediate or participate in contractual disputes between the member and its Alternative Electric Suppler or other third parties.

Tax Adjustment

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

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of Midwest Energy Cooperative's compliance filing relative to the restructuring plan required by 2000 PA 141 and the Commission's June 19, 2000 opinion and order in Case No. U-12464.	)))))	**Case No. U-12657**

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

Jeanne M. Beachnau, being first duly sworn, deposes and says that on the 15th day of November, 2000, she caused to be served upon Mr. Michael Nickerson, Assistant Attorney General, 6545 Mercantile Way, Suite 15, Lansing, MI 48911, copy of Midwest Energy Cooperative Restructuring Plan by United States First Class Mail and electronic mail.

Jeanne M. Beachnau

Subscribed and sworn to before me
this 15th day of November, 2000.

H. Sharyl Stofer, Notary Public
Ingham County, Michigan
My commission expires: 12/17/03