

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

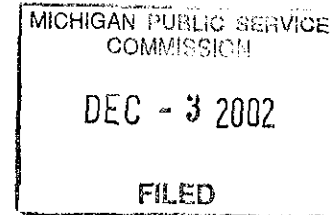


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JENNIFER MULHERN GRANHOLM
ATTORNEY GENERAL

December 3, 2002



Dorothy Wideman
Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan 48911

Re: MPSC Case No. U-12656, et al

Dear Ms. Wideman:

Enclosed for filing in the above, please find corrections to the following:

- Six original corrected page 4s of the Settlement Agreements correcting the date at line 9 to read "December 18, 2001", and
- Corrected tariff sheets including:

Corrected Original Sheet No. 23.04 for Midwest Energy Cooperative,
Corrected Original Sheet No. 23.10 for Midwest Energy Cooperative,
Corrected Original Sheet No. 20.10 for Cloverland Electric Cooperative,
Corrected Original Sheet No. 28.10 for Cherryland Electric Cooperative,
Corrected Original Sheet No. 20.10 for HomeWorks Tri-County Electric Cooperative,
Corrected Original Sheet No. 30.10 for Presque Isle Electric & Gas Co-op, and
Corrected Original Sheet No. 28.10 for Great Lakes Energy Cooperative

The corrections reflected above are technical rather than substantive and are agreed to by all parties.

On behalf of Ms. Mason Soneral and myself, thank you for providing this corrected material to the Commissioners in advance of their December 6, 2002 consideration of these settlements.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael Nickerson / by Sott".

Michael A. Nickerson (P25138)
Assistant Attorney General
Public Service Division
Telephone: (517) 241-6680

MN:la

cc: Christine Mason Soneral
ALJ Daniel Nickerson

1 F. The parties engaged in extensive discussions for the purpose of developing
2 common terms and conditions for the retail access tariffs through a collaborative effort. During
3 those discussions, the parties resolved all issues except for one, *i.e.*, relative to when a choice
4 customer is entitled to return to assured, bundled service (“return to service issue”).

5 G. By letter dated December 18, 2001, counsel for the Cooperatives advised counsel
6 for the Commission Staff that even though the Cooperatives and the Commission Staff had not
7 resolved the return to service issue, the Cooperatives would voluntarily provide customer choice
8 in accordance with the terms of their most recent offer, effective January 1, 2002.

9 H. Subsequent to the above referenced December 18, 2001 letter, the parties have
10 resolved all differences, the result being this agreement.

11 **AGREEMENT**
12

13 In view of the foregoing, and pursuant to Section 78 of the Administrative Procedures
14 Act of 1969, as amended (1969 PA 306, §78; MCL 24.278), the Cooperatives and the
15 Commission Staff hereby agree to the following terms and support the issuance of a Commission
16 order approving this Agreement:

17 A. The attached plans are recommended for approval by the Commission. The
18 attached include the following for each of the Cooperatives: (i) a Retail Access Service Tariff
19 (Schedule RAS), (ii) a Large Power Retail Access Service Tariff (Schedule LPRAS), and (iii) a
20 Retail Access Standby Service Tariff (Schedule RASS). For Cloverland Electric Cooperative,
21 the settlement plan is attached as Exhibit 1; for Midwest Energy Cooperative, the settlement plan
22 is attached as Exhibit 2; for Cherryland Electric Cooperative, the settlement plan is attached as
23 Exhibit 3; for Great Lakes Energy Cooperative, the settlement plan is attached as Exhibit 4; for

2.0 MEMBER-CONSUMER SECTION

2.1 Availability

Retail Access Service is available on and after January 1, 2002 to all existing or new Member-Consumers that meet the terms and conditions of this Retail Access Service tariff and other applicable Cooperative tariffs, subject to contracting with an AES. The Cooperative will begin to accept and process Switch Requests on and after January 1, 2002.

2.2 Eligibility

- 2.2.1 A Member-Consumer's eligibility to take Retail Access Service is subject to the full satisfaction of any terms or conditions imposed by pre-existing contracts with or tariffs of the Cooperative. Member-Consumers must have satisfied any past due amounts for Regulated Electric Service owed to the Cooperative under any other arrangements or provisions for Regulated Electric Service before taking service under this tariff.
- 2.2.2 Any Member-Consumer with a Maximum Demand of 1 megawatt or greater at a single Distribution Point of Delivery is eligible to take service under this tariff.

2.3 Member-Consumer Information

Member-Consumers will be provided their own usage and billing information including interval demand data upon request. No fee shall be charged for the first request per calendar year related to a specific Member-Consumer account. An AES must obtain written authorization from the Member-Consumer before the Cooperative will provide an AES with a Member-Consumer's currently available usage and billing information. Subsequent requests by the Member-Consumer or the AES will require a fee of \$20.00 per account that will be billed to the Member-Consumer.

2.4 Member-Consumer Enrollment and Switching

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

Issued: _____, 2002
By: Robert Hance
President and Chief Executive Officer
Cassopolis, Michigan

Effective for all Retail Access Service rendered
On and After _____, 2002

Issued under the authority of M.P.S.C. Order
Dated _____, 2002 in Case No. U-12657

3.5 Real Power Losses

The Alternative Electric Supplier is responsible for replacing losses associated with the delivery of Power to the Member-Consumer's meter. The amount that the AES shall cause to be delivered to the Cooperative's Distribution System will be the amount of Power delivered at the Member-Consumer meter plus an amount to reflect loss factors as set forth below.

Secondary Service	107.0%
Primary Service	103.4%
Primary Substation Service	101.0%

Issued: _____, 2002
By: Robert Hance
President and Chief Executive Officer
Cassopolis, Michigan

Effective for all Retail Access Service rendered
On and After _____, 2002

Issued under the authority of M.P.S.C. Order
Dated _____, 2002 in Case No. U-12657

3.5 Real Power Losses

The Alternative Electric Supplier is responsible for replacing losses associated with the delivery of Power to the Member-Consumer's meter. The amount that the AES shall cause to be delivered to the Cooperative's Distribution System will be the amount of Power delivered at the Member-Consumer meter plus an amount to reflect loss factors as set forth below.

Primary Service	103.9%
Primary Substation Service	100.0%

Issued: _____, 2002
By: Donald Wozniak
General Manager
Dafer, Michigan

Effective for all Open Access Service rendered
On and After _____, 2002

Issued under the authority of M.P.S.C. order
Dated _____, 2002 in Case No. U-12656

3.5 Real Power Losses

The Alternative Electric Supplier is responsible for replacing losses associated with the delivery of Power to the Member-Consumer's meter. The amount that the AES shall cause to be delivered to the Cooperative's Distribution System will be the amount of Power delivered at the Member-Consumer meter plus an amount to reflect loss factors as set forth below.

Secondary Service	106.0%
Primary Service	102.4%
Primary Substation Service	100.0%

Issued: _____, 2002
By: Don Pahl
Interim General Manager
Grawn, Michigan

Effective for all Open Access Service rendered
On and After _____, 2002

Issued under the authority of M.P.S.C. order
Dated _____, 2002 in Case No. U-12658

3.5 Real Power Losses

The Alternative Electric Supplier is responsible for replacing losses associated with the delivery of Power to the Member-Consumer's meter. The amount that the AES shall cause to be delivered to the Cooperative's Distribution System will be the amount of Power delivered at the Member-Consumer meter plus an amount to reflect loss factors as set forth below.

Primary Service	103.2%
Primary Substation Service	100.0%

Issued: _____, 2002
By: Scott Braeger
General Manager
Portland, Michigan

Effective for all Open Access Service rendered
On and After _____, 2002

Issued under the authority of M.P.S.C. order
Dated _____, 2002 in Case No. U-12661

3.5 Real Power Losses

The Alternative Electric Supplier is responsible for replacing losses associated with the delivery of Power to the Member-Consumer's meter. The amount that the AES shall cause to be delivered to the Cooperative's Distribution System will be the amount of Power delivered at the Member-Consumer meter plus an amount to reflect loss factors as set forth below.

Secondary Service	107.9%
Primary Service	102.8%
Primary Substation Service	100.0%

Issued: _____, 2002
By: Brian Burns
President & CEO
Onaway, Michigan

Effective for all Open Access Service rendered
On and After _____, 2002

Issued under the authority of M.P.S.C. order
Dated _____, 2002 in Case No. U-12660

3.5 Real Power Losses

The Alternative Electric Supplier is responsible for replacing losses associated with the delivery of Power to the Member-Consumer's meter. The amount that the AES shall cause to be delivered to the Cooperative's Distribution System will be the amount of Power delivered at the Member-Consumer meter plus an amount to reflect loss factors as set forth below.

Primary Service

102.8%

Issued: _____, 2002
By: Steven L. Boeckman
President & Chief Executive Officer
Boyne City, Michigan

Effective for all Open Access Service rendered
On and After _____, 2002

Issued under the authority of M.P.S.C. order
Dated _____, 2002 in Case No. U-12659