

NOLAN, THOMSEN & VILLAS, P.C.

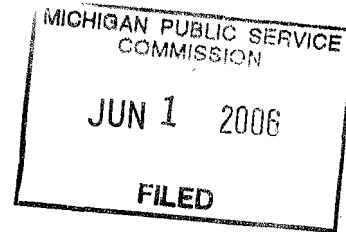
ATTORNEYS AT LAW
239 SOUTH MAIN STREET
EATON RAPIDS, MICHIGAN 48827-1291

(517) 663-3306
FAX (517) 663-4300

LAWRENCE P. NOLAN*
MICHAEL W. THOMSEN+
GARY G. VILLAS

ALSO LICENSED IN:
*DISTRICT OF COLUMBIA
+FLORIDA

June 1, 2006
Hand Delivered



Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan 48911

**Re: Great Lakes Energy Cooperative
Dave and MaDonna Princer
Case No. U-14898**

Dear Ms. Kunkle:

I have enclosed Respondents' Response to Petitioner Great Lakes Energy Cooperative's Application for Authority to Discontinue/Terminate Service Or, in the Alternative, Request for Declaratory Ruling That Service Should Be Discontinued/Terminated.

By way of this communication, a copy of the enclosure has been provided to the interested parties.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in cursive script that reads "Gary G. Villas".

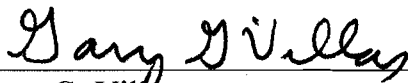
Gary G. Villas

GGV/pjw
Enclosure
pc: Albert Ernst (w/encl)

BEFORE the MICHIGAN PUBLIC SERVICE COMMISSION

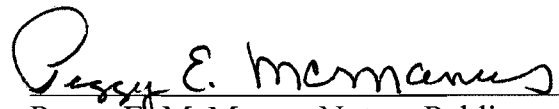
PROOF of SERVICE

of June, 2006, he personally served the original Respondents' Response to Petitioner Great Lakes Energy Cooperative's Application for Authority to Discontinue/Terminate Service Or, in the Alternative, Request for Declaratory Ruling That Service Should Be Discontinued/Terminated upon: Ms. Mary Jo Kunkle, Executive Secretary, Michigan Public Service Commission, 6545 Mercantile Way, Suite 7, Lansing, Michigan 48911; and a copy of the same upon Albert Ernst at the above address by enclosing said document(s) in envelope(s), addressed as set forth above, bearing postage for first class mail, and depositing in a receptacle of the United States Post Office at Eaton Rapids, Michigan.



Gary G. Villas

SUBSCRIBED AND SWORN to before me, a Notary Public, this 1st day of June, 2006.



Peggy E. McManus, Notary Public
Eaton County, Michigan
My Commission Expires: 01/08/10

STATE of MICHIGAN

BEFORE the MICHIGAN PUBLIC SERVICE COMMISSION

**In the Matter of the Application of
GREAT LAKES ENERGY
COOPERATIVE to Discontinue/
terminate Electric Service to
DAVID and MADONNA PRINCER,
19707 Cutler Road, Morley, Michigan
or, in the Alternative, for a Declaratory
Ruling that Service Should be
Discontinued/terminated.**

Case No. U-14898



**ALBERT ERNST (P24059)
DYKEMA GOSSETT, P.L.L.C.**
Attorney for the Petitioner Great Lakes
Energy Cooperative
124 W. Allegan Street, Suite 800
Lansing, Michigan 48933
Telephone: (517) 374-9100

**LAWRENCE P. NOLAN (P25908)
GARY G. VILLAS (P43399)
NOLAN, THOMSEN & VILLAS, P.C.**
Attorneys for the Respondents David and
Madonna Princer
239 S. Main Street
Eaton Rapids, Michigan 48827
Telephone: (517) 663-3306

**RESPONDENTS' RESPONSE to PETITIONER GREAT LAKES ENERGY
COOPERATIVE'S APPLICATION for AUTHORITY to DISCONTINUE/
TERMINATE SERVICE or, in the ALTERNATIVE, REQUEST for
DECLARATORY RULING THAT SERVICE SHOULD be
DISCONTINUED/ TERMINATED**

1. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs.

2. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs.

3. Admitted that the Petitioner provides electric service to the Respondents' residence.

4. No answer required pursuant to the Michigan Court Rules because said allegation is an allegation of law.

5. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs. Also, the Princers originally applied for power from O & A Electric Cooperative, the predecessor to Great Lakes Energy Cooperative. (Exhibit 1, O & A Membership Application). At the time that Mr. Princer signed the O & A Membership Application his father owned the property, he just lived there. The Membership Application was not properly witnessed, signed or dated by a representative of O & A. The Princers testified in their lawsuit against Great Lakes Energy Cooperative that they never received a copy of any cooperatives' bylaws. It is also denied that Great Lakes Energy Cooperative's bylaws are applicable to the Princers.

6. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs. Also, the Princers originally applied for power from O & A Electric Cooperative, the predecessor to Great Lakes Energy Cooperative. (Exhibit 1, O & A Membership Application). At the time that Mr. Princer signed the O & A

Membership Application his father owned the property, he just lived there. The Membership Application was not properly witnessed, signed or dated by a representative of O & A. The Princers testified in their lawsuit against Great Lakes Energy Cooperative that they never received a copy of any cooperatives' bylaws. It is also denied that Great Lakes Energy Cooperative's bylaws are applicable to the Princers.

7. Admitted that there was a prior lawsuit between the parties. The Princers were the owners of approximately 2,000 acres with mature wooded parcels and growing crop fields. In the summer of 1998, an agent of Great Lakes Energy Cooperative came to the Princers' property and wanted to go onto their land and add some additional electrical lines and poles to be able to power houses across the street from the Princers' property. The Princers denied permission. In the fall of 1999, Great Lakes Energy Cooperative attempted to cut down trees on the Princers' property for the purpose of installing power lines and poles. Mr. Princer instructed Great lakes Energy Cooperative at that time that no action was to be taken on his property in the absence of Great Lakes Energy Cooperative producing an easement. Great Lakes was unable to produce an easement and left the premises. In October of 2000, employees of Great Lakes Energy Cooperative and/or its agents returned to the Princers' property, cutting down trees and causing physical damage. Great Lakes Energy Cooperative cut down approximately 2,000 mature trees, cutting a 32 foot x 800 foot swath, and a 32 foot x 1,500 foot swath through the Princers' property. In addition, they physically damaged valuable crop land. The additional poles and lines were never installed by Great Lakes Energy Cooperative.

The Princers originally applied for power from O & A Electric Cooperative, the predecessor to Great Lakes Energy Cooperative. (Exhibit 1, O & A Membership Application). At the time that Mr. Princer signed the O & A Membership Application his father owned the property, he just lived there. The Membership Application was not properly witnessed, signed or dated by a representative of O & A. The Princers testified in their lawsuit against Great Lakes Energy Cooperative that they never received a copy of any cooperatives' bylaws.

The issue between the Princers and Great Lakes Energy Cooperative was litigated and settled at mediation with an award to the Princers in the amount of \$20,000.00.

A sketch showing the Princers' residence, power poles, and power lines is attached as Exhibit 2.

The Princers, since their initial litigation against Great Lakes Energy Cooperative, have requested that the power poles on Henkel Road be placed in the right-of-way of Henkel Road.

8. Admitted that the letter was attached to the Petitioner's Complaint.

9. Admitted the letter cited a number of bylaws but denied that they are applicable to the Respondents.

10. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs.

11. Admitted that the letter contained this information. Denied that the Respondents refused Petitioner Great Lakes Energy Cooperative access to their premises.

The Princers will allow supervised access because of their prior history with Great Lakes Energy Cooperative.

12. Denied as untrue.

13. Denied as untrue. Petitioner Great Lakes Energy Cooperative initially refused to restore power to the Respondents' residence unless they signed an easement giving Great Lakes Energy Cooperative total access to the Respondents' property.

14. Admitted that the articles in the media were printed and that Petitioner Great Lakes Energy Cooperative failed to restore power to the Princer residence for six days unless the Princers signed an easement agreement. Under pressure from the Public Service Commission, Great Lakes Energy Cooperative finally relented and restored power after six days and Princers suffering monetary damages.

15. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs.

16. Admitted that service was restored and tree trimming took place on the Princers' property in February, 2006. The remaining allegations are neither admitted or denied and are left to the Petitioner's proofs.

17. Admitted.

18. Admitted that some options were discussed regarding this dispute.

19. Denied as untrue.

20. Denied as untrue. Meeting dates were exchanged by counsel prior to the filing of the Petitioner's Complaint.

21. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs.

22. Denied as untrue.

23. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs.

24. Neither admitted or denied. The Respondents leave Petitioner Great Lakes Energy Cooperative to its proofs.

25. Denied as untrue. Tree trimming and brush removal did take place on the Princers' property. There are no dangerous conditions on the Princers' property. It should be noted that several of the Princers' neighbors have untrimmed trees touching or near touching electrical wires. Photographs are attached as Exhibit 3 which clearly show dangerous conditions remaining on property adjacent to the Princers' property. These pictures were taken subsequent to the filing of Great Lakes Energy Cooperative's Petition. No complaints to terminate power have been filed against these property owners, nor has Great Lakes Energy Cooperative trimmed these trees. The Princers are being singled out because of the previous litigation they filed against Great Lakes Energy Cooperative.

26. Denied as untrue.

27. Denied as untrue. The Princers are being persecuted by Great Lakes Energy Cooperative because of the previous lawsuit filed by the Princers against Great Lakes Energy Cooperative. As noted earlier, there are several adjacent properties with trees and

brush touching or near touching electric power lines. (Exhibit 3). Great Lakes has not attempted to cut those trees or remove that brush.

28. Admitted that the parties should negotiate a resolution with the assistance of the Public Service Commission and a meeting has been set for June 14, 2006.

29. Denied as untrue.

30. Denied as untrue. No emergency exists on the Princers' property. As noted above, trees and brush touching or near touching electric lines remain on the properties adjacent to the Princers. (Exhibit 3). Great Lakes Energy Cooperative has taken no action to remove these conditions. They are concerned only with obtaining an easement to the Princers' property. It is the Princers' position that Great Lakes Energy Cooperative is taking retaliatory action against them due to the previous lawsuit filed by the Princers against Great Lakes Energy Cooperative.

31. Admitted that counsel has received an e-mail containing this Complaint. This Complaint was never served by hand-delivery on the Respondents as required by Michigan statute MCL 484.2203. Nor has there been any notice of hearing date filed by the Petitioner.

WHEREFORE, the Respondents respectfully request that the Commission hold the Petitioner's Complaint in abeyance for the reason that a meeting has been scheduled for June 14, 2006 whereat the parties will attempt to negotiate and resolve the differences between them without the necessity of litigating this Petition.

Date: June 1, 2006

Gary G Villas

LAWRENCE P. NOLAN (P25908)

GARY G. VILLAS (P43399)

Attorneys for the Respondents

NOLAN, THOMSEN
& VILLAS, P.C.
ATTORNEYS AT LAW
239 SOUTH MAIN STREET
EATON RAPIDS, MICHIGAN
48827-1291
(517) 663-3306

MEMBERSHIP APPLICATION

Sec. 2 Twp. Reynolds Co. Montcalm

Name Dave PRINCE Acc't No. _____

Mailing Address 19707 W. Cutler Rd Morley Mi 49338

Memb. Pd. \$ _____ Date _____ Insp. Pd. \$ _____ Date _____

The undersigned (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric energy from O&A Electric Cooperative (hereinafter called the "Cooperative"), upon the following terms and conditions: (1) The Applicant will pay to the Cooperative the sum of \$5.00 which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. (2) The Applicant will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises described below and will pay therefor monthly at rates to be determined from time to time in accordance with the bylaws of the Cooperative, provided, however, the Cooperative may limit the amount of electric energy to be furnished for industrial uses. The Applicant will pay a bill of at least \$_____ per month regardless of the number of kilowatt hours consumed. (3) The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the Cooperative. (4) The Applicant will comply with and be bound by the provisions of the charter and bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. (5) The Applicant, by paying a membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities. The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative. (The membership and inspection fees are not refundable once service has been made available).

It is agreed that 50c of the amount accruing to me each year is for a year's subscription to "Along Our High Lines."

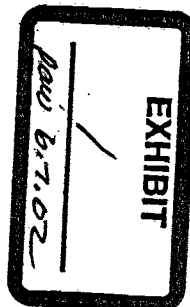
The above application for membership accepted this _____ day of _____ 19____

O & A ELECTRIC COOPERATIVE
NEWAYGO, MICHIGAN

DONALD MARSH, President
CONSTANCE DUKES, Secretary

☒ *Husband's
Signature Dave J. Prince

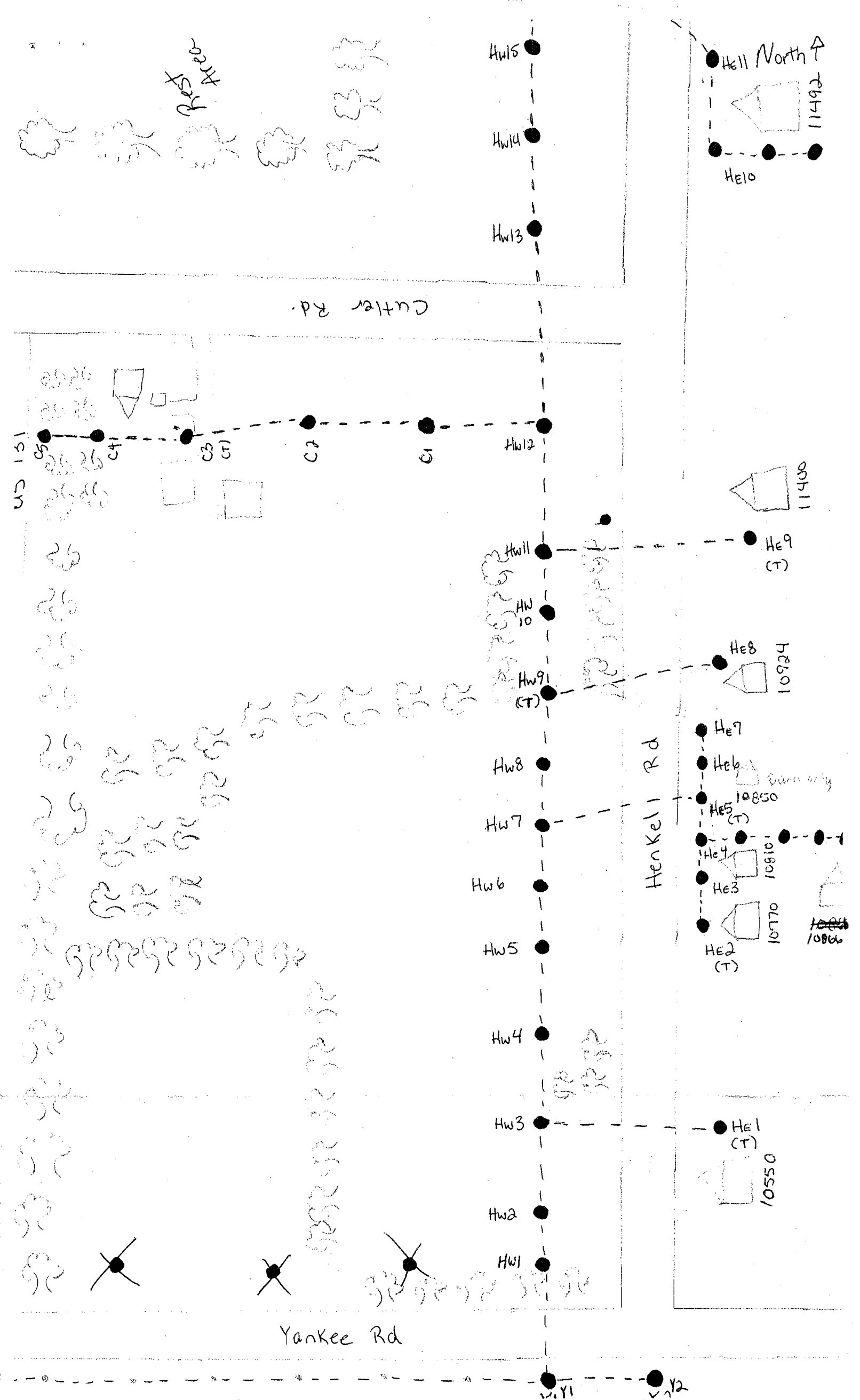
☒ *Wife's
Signature _____



Witness _____

Date 5-12-95

* If application is made for a joint membership both parties shall sign.







May 29, 2006



May 20 2006







May 29, 2006



May 20, 2006

