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RULES AND REGULATIONS

These rules and regulations are designed to govern the supplying and receiving of electrical energy for good service, safety and the wellbeing of the member-consumer and the Cooperative. They contain the prices and charges to be collected for rendering of electric service. They are subject to change from time to time and are issued in compliance with Chapter 476, Code of Iowa.

Section 1 STATEMENT OF OPERATIONS**1.1 Preliminary Statement (IAC 20.2(4) b)**

The Southern Iowa Electric Cooperative, Inc. of Bloomfield, Iowa, is a Cooperative corporation organized under the provisions of Chapter 490, Code of Iowa.

The Cooperative provides electric distribution service to approximately 4,000 member-consumers in Davis, Wapello, Van Buren and Appanoose counties, Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member-consumer has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the members-consumers by the members-consumers.

The principal office of the Cooperative is 1 mile east of Bloomfield, IA on Highway 2 and all records are retained at this office.

1.2 Principal Officers and Directors (IAC 20.2(5) k)

The Cooperative provides a current list of principal officers and directors in the form of a letter filed with the Iowa Utilities Board within 30 days of the Cooperative's annual meeting.

1.3 Areas Served (IAC 20.2(4) h)

Rural areas in Davis, Wapello, Van Buren and Appanoose counties, Iowa

1.4 Persons Authorized to Communicate with Board (IAC 20.2 (5) k)

The Cooperative will provide a current list of persons authorized to communicate with the Board in the form of a letter filed with the Iowa Utilities Board within 30 days of any changes concerning:

1. CEO/Manager
2. Member-Consumer Relations
3. Engineering Operations
4. Meter Tests and Repairs
5. Emergencies During Non-Office Hours
6. Franchises for Electric Lines
7. Certificates for Electric Generating Plants

Section 2 DEFINITIONS**2.1 Cooperative**

The term "Cooperative" is herein used to designate Southern Iowa Electric Cooperative, Inc., which furnishes electric service on a not-for-profit basis under these rules and regulations.

2.2 Applicant

The term "applicant" is herein used to designate a person, partnership, association, firm, public or private corporation or governmental agency applying for membership in the Cooperative in order to receive electric service supplied by the Cooperative.

2.3 Member-Consumer

The term "member-consumer" is herein used to designate a person, partnership, association, firm, public or private corporation or governmental agency whose application for membership has been approved by the Board of Directors and who is using electric service supplied by the Cooperative. A member-consumer is also an owner of the Cooperative and "YOU HAVE A VOICE WITH US".

2.4 Board

The term "board" means the Iowa Utilities Board. (Sometimes hereafter referred to as "IUB".)

2.5 Premises

The term "premises" is herein used to mean the tract of land, building, part of a building or facility to which electric service is provided. Each freestanding residential dwelling constitutes a separate premise even though they may have common ownership. (Sometimes hereafter referred to as "service location".)

2.6 Furnish

The term "furnish" is utilized herein to describe the party responsible for acquiring and/or installing an item and it is not intended to address ownership or cost responsibility.

2.7 Abbreviations

ANSI = American National Standards Institute

CFR = Code of Federal Regulations

CIAC = Contribution in Aid of Construction

Demand Units of Measure:

kWmax = Kilowatt maximum for commercial meters highest 60-minute kWh use per month or for industrial meters above 300 kVA the highest 15-minute increment kWh use per month

kWtou = Kilowatt time-of-use for residential, agriculture, public, and seasonal meters is defined as the highest 60 minutes kWh use per month within the Cooperative system peak time window of 7 to 8 a.m. and 4 to 8 p.m. Monday through Friday throughout the year excluding holidays as defined. Five (5) 60 minute intervals are utilized and limited to 7:00am to 8:00am, 4:00pm to 5:00pm, 5:00pm to 6:00pm, 6:00pm to 7:00pm, and 7:00pm to 8:00pm central time zone.

Energy Unit of Measure:

kWh = Kilowatt hour of use per month

IAC = Iowa Administrative Code

IEEE = Institute of Electrical and Electronics Engineers

NFPA = National Fire Protection Association

RUS = USDA Rural Utilities Service

USDA = United States Department of Agriculture

Section 3 REQUIREMENTS FOR SERVICE (IAC (20.2(3)) & (20.2 (4) o))

In accordance with Cooperative standards, electric facilities shall be adequate and suitable to the capacity, voltage, phase, and other characteristics required by the Member-Consumer without adversely impacting on other Member-Consumers.

3.1 Application

Application for electric service shall be made in writing by the applicant to the Cooperative on the Cooperative's application forms. Upon acceptance of such applications and upon confirmation that service can be provided, the Cooperative shall, as promptly as practical, supply to the applicant service in accordance with regulations filed with and approved by the Board and at prices established by the Cooperative for the class of service requested by the applicant. The Cooperative may require a separate application for service for each separate location.

3.2 Membership

After receiving electric service and being accepted by the Board of Directors, the applicant will become a member-owner-consumer and will be entitled to all rights of membership as outlined by the bylaws, articles and policies of the Cooperative.

3.3 Member-Consumer Deposits (IAC 20.4(3); Iowa Code 476.20)

The Cooperative may require from any member-consumer or prospective member-consumer a deposit intended to guarantee partial payment of bills for service. This subsection does not prohibit the Cooperative from requiring payment of a member-consumer's past due account with the Cooperative prior to reinstatement of service.

No deposit shall be required as a condition for service other than determined by application of either credit rating or deposit calculation criteria, or both.

3.3.1 Amount of Deposit (IAC 20.4(3) d)

The total deposit for any residential or commercial customer for a place which has previously received service shall not be greater than the highest billing of service for one month for the place in the previous 12-month period. The deposit for any residential or commercial customer for a place which has not previously received service, or for an industrial customer, shall be the customer's projected one-month usage for the place to be served as determined by the utility, or as may be reasonably required by the utility in cases involving service for short periods or special occasions. (see Section 29.10 Schedule of Other Fees)

3.3.2 Interest on Deposit (IAC 20.4(4))

Interest shall be paid by the Cooperative to each member-consumer required to make a deposit. The interest rate shall be established by the Cooperative's Board of Directors and may be adjusted periodically by the Board. The current rate of interest may be obtained by contacting the Cooperative. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the member-consumer's account or to the date the member-consumer's bill becomes permanently delinquent. The date of refund is that date on which the refund or the notice of deposit refund is forwarded to the member-consumer's last known address. The date a member-consumer's bill becomes permanently delinquent relative to an account treated as an uncollectible account, is the most recent date the account became delinquent.

3.3.3 Receipts (IAC 20.4(6))

A receipt shall be given for all such deposits. If such receipt shall be lost, a duplicate may be issued if the member-consumer will provide adequate identification to the Cooperative.

3.3.4 Deposit Refund (IAC 20.4(7))

A deposit shall be refunded after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment). For refund purposes the account shall be reviewed for prompt payment after twelve months of service following the making of the deposit and for each twelve-month interval terminating on the anniversary of the deposit.

Any deposit plus accumulated interest, less any unpaid utility bill of member-consumer, shall be refunded during settlement of a final billing upon termination of the service.

3.3.5 Additional Deposits (IAC 20.4(3) b)

A new or additional deposit may be required from a member-consumer when a deposit has been refunded or is found to be inadequate. Written notice shall be mailed advising the member-consumer of any new or additional deposit requirement. The member-consumer shall have no less than twelve days from the date of mailing to comply. The new or additional deposit shall be payable at the Cooperative business office. An appropriate receipt shall be provided. No

written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

3.3.6 Non-Compliance

The service of any member-consumer who fails to comply with these requirements will be disconnected upon twelve days after written notice, provided conditions as spelled out in Subsection 6.1 are followed.

3.4 Right-of-Way

3.4.1 Procurement

Providing a cleared right-of-way is the responsibility of the applicant for electric service. The Cooperative's engineer or staff will assist the applicant in the procurement of right-of-way. The Cooperative may assess the applicant for any costs incurred in connection with procurement of said right-of-way. In such cases, the applicant will or may be required to make an advance contribution covering such costs.

3.4.2 Initial Clearing

It shall be the responsibility of the applicant or applicants desiring service to provide or pay for costs incurred by tree or brush clearing on right-of-way for initial clearing. Subsequent clearing will be provided by the Cooperative.

3.4.3 Applicant's Premises – Right-of-Way

The applicant or property owner shall grant or cause to be granted to the Cooperative, without charge, right-of-way over, along, across and under the premises and any adjacent road right-of-way for the construction, operation, maintenance and repair of the cooperative's lines and all appurtenances and equipment connected or used in connection therewith. The Cooperative and its representatives may enter at reasonable times to construct, operate, maintain, repair, or perform any other duties necessary to maintain the cooperative's facilities, including the right to undertake vegetation management efforts.

Section 4 CHARACTERISTICS OF SERVICE (IAC (20.2(4) d) & (20.7))

4.1 Standard

The Cooperative's standard electric service is alternating current, 60 Hertz, single or multi-phase.

4.2 Character

The character of electric service to be made available to each member-consumer shall be dependent upon:

- A. The service available at the proposed location.
- B. The size of the load.
- C. The operating characteristics of the member-consumer's equipment.

4.3 Classes

The following classes of service will ordinarily be offered to the member-consumer:

120/240 volt, single-phase, three wire
120/208 volt, multi-phase, four wire wye
277/480 volt, multi-phase, four wire wye

Other secondary voltages may be made available for special service requirements, at the Cooperative's option.

The above secondary service voltage levels are nominal and may vary within the normal and generally acceptable limits of regulation as set forth in Section 20.7, Iowa Utilities Board Regulations Governing Service Supplied by Electric Utilities.

4.4 Primary Voltage Services

Service at primary voltage may be available for large power and lighting loads at voltages designated by the Cooperative.

Section 5 FACILITY EXTENSIONS (IAC (20.2(4) k) & (20.2(4) w) & (20.3(13)))**5.1 Availability**

This Cooperative accepts the principle of complete area coverage in making electric service available to anyone within its assigned area. The restrictions are the limitations of feasibility established by policies and procedures of the Cooperative and RUS standards and by the Iowa Utilities Board Rules and Regulations. In addition, a member-consumer must agree to comply with the terms and conditions of service contained in the Cooperative's tariff. In all cases, the Cooperative will construct, own and maintain all facilities up to the point of delivery. Interconnection costs for qualifying facilities (small power producers and co-generators) will be determined in accordance with the tariff terms and conditions for such facilities. Subject to payment of charges as set forth herein, the Cooperative will provide electric service to users on an area coverage basis, without regard to race, color, religion, sex, age, national origin or disability. The Cooperative will determine the price classification for each service.

The Cooperative will supply electric service at a delivery point, or meter location, to be agreed upon by the Cooperative and the applicant. This location will be determined as the best delivery point available to serve all the electrical requirements of the member-consumer that are near enough to be served from one metering point and at a point that allows adequate access for future maintenance and power restoration efforts. Installations at points of limited access will not be permitted unless no other option is available. The Cooperative will install and maintain the line and all equipment up to the point of delivery. The meter and meter socket will also be furnished.

The type and character of construction, spacing of poles, and the capacity required, etc. for an extension shall be determined by the Cooperative representatives. Location of the extension origin and the route to be followed in the construction of an extension shall be determined by the Cooperative in accordance with accepted engineering standards and with the objective of providing the best service possible. The origin need not necessarily be at the point on the existing distribution system nearest the applicant's premises, nor will the routes be the shortest distance between origin and delivery point.

The charges and policies contained within Section 5 of this tariff shall apply to an applicant for single phase service and shall not apply to three phase service. For service extension charges and policies related to three phase service shall be detailed within the individual contract for such project.

5.2 Charges Associated with Line Extensions and Service Line Extensions

5.2.1 Definitions

Unless otherwise defined herein, terms used shall have the same meaning as defined in 199 IAC 20.3 (13).

1. Advance for construction costs are cash payments or surety bonds or an equivalent surety made to the Cooperative by a member applying for an extension, portions of which may be refunded. Any amount not refunded will be kept by the Cooperative as a Contribution in Aid of Construction (CIAC).
2. Contribution in Aid of Construction (CIAC) means a nonrefundable cash payment covering the estimated costs of an extension that are in excess of Cooperative funded allowances.
3. Estimated construction costs will be calculated using the previous calendar year's average construction cost per foot for each type of extension multiplied by the number of feet of extension plus site specific right of way or other adverse condition costs. The cost of an overhead transformer, meter cost, facilities built for the convenience of the Cooperative, and for services 200 amp and below overcurrent protection are not included. These costs may be adjusted annually. (see Section 29.10 Schedule of Other Fees) Upon the member receiving a quote for estimated construction costs from the Cooperative, the quote is only valid for a 30-day period.
4. Extension means a distribution or secondary line extension other than a service line extension.
5. Service line extension means any secondary line extension on private property serving a single meter.
6. "Similarly situated member" is defined as a member whose annual consumption or service requirements, as defined by estimated annual revenue, are similar to other members with approximately the same annual consumption or service requirements.
7. Permanent service is defined as any service that is intended to remain in place on a continuing basis including a permanent foundation and plumbing facilities (i.e. septic) meeting all Iowa laws and regulations and not described below in Section 5.2.3 Minimum/Seasonal Use or Temporary Service.

Permanent service only includes a residential dwelling which is a primary dwelling or a commercial business. A mobile home, which has had the

-
- undercarriage removed, been set on a permanent foundation, and has the license turned in, becomes a part of the real estate and will be classified as a permanent service.
8. The point of delivery on overhead construction is defined as the load side of breaker or disconnect switch located within Cooperative furnished enclosure. The point of delivery on underground construction is the point of attachment to the meter socket.
9. Temporary service refers to any service that is not intended to remain in place on a continuing basis. Temporary service will be extended according to the terms and conditions imposed by the Cooperative.
10. Footage Allowance is the calculation of the Cooperative Funded Allowance for permanent overhead services. The Footage Allowance is the product of the multiplication of the number of allowed feet and the Cooperative determined cost per foot. (see Section 29.10 Schedule of Other Fees)
11. Adverse Conditions: When applicable, additional construction costs associated with frozen ground or whether other adverse conditions exist will be included. Examples of when adverse conditions would be applied include but are not limited to when the Cooperative encounters: rock, sand, tree roots, extremely muddy conditions, frost (depth typically greater than six inches), significant snow accumulation, and/or the area is obstructed in a manner that impedes or does not allow normal installation methods. Additional charges for adverse conditions shall be applied to entire length of extension, including the footage allowance.

5.2.2 Permanent Service

The investment chargeable to an extension under Cooperative's extension policy shall include the cost of all material, labor, engineering and surveying, hauling, right-of-way permits, tree trimming, incidental and employee overhead expenses necessary to extend the Cooperative's existing distribution system to an electric connection at the applicant's point of delivery minus applicable allowance, excluding therefrom the equivalent cost of a 25 kVa overhead distribution transformer and meters.

A. Distribution or Secondary Line Extension including a Service Line Extension

1. Plant addition.

Initial New Service Fee

The Cooperative may require a non-refundable, initial new service fee related to overhead or underground construction. The initial new service fee for overhead construction consists of overhead meter loop (i.e. OH service line extension) plus the OH transformer exceeding OH 25 kVa. The initial new service fee for underground construction consists of underground secondary to the meter pedestal (i.e. UG service line extension) plus the UG transformer exceeding OH 25 kVa. (See Section 29.10 Schedule of Other Fees)

Plant Addition CIAC (Footage cost)

The Cooperative will provide all other electric plant additions and line extensions at its cost and expense without requiring a plant addition CIAC, except in those circumstances where extensive plant additions (see guidelines below) are required before the member can be served. In such instances, the Cooperative will require a plant addition CIAC from the member prior to the commencement of construction.

2. Overhead Extensions.

- a. The Cooperative will finance and make the extension of good engineering design without a CIAC, if the estimated construction length is less than or equal to 250 feet.
- b. If the estimated construction length is greater than 250 feet, the member will contract with the Cooperative and pay a CIAC equal to the estimated construction cost per foot times the number of feet minus the 250 feet footage allowance plus the applicable initial new service fee prior to commencement of construction.
- c. In the event the service characteristics do not meet the above requirements for the application of a footage allowance within 6 months of installation of the Service, then the Cooperative reserves the right to rescind the footage allowance and collect more CIAC of similar value or the electric service will be subject to disconnection until more CIAC is paid. (see 5.2.1.10 definition of permanent service)

3. Overhead Extensions for members who will not attach or who abandon the service within 12 months or the agreed upon attachment period.

- a. The member will contract with the Cooperative and pay a CIAC equal to the estimated construction costs plus the applicable initial new service fee prior to commencement of construction.
- b. If, by determination of the Cooperative, the service has been determined to have no immediate purpose or benefit, the Cooperative reserves the right to, require a financial reimbursement from the Member-Consumer to cover the expenses associated with the removal of the extension including all non-salvageable material as determined by the Cooperative.
- c. In extra ordinary circumstances, the Cooperative may offer to the Member-Consumer the option to pay an idle service fee in lieu of removing the facilities as described in paragraph b. above.

B. Underground Line Extension

- a. The Cooperative will construct underground service and secondary line extensions on a per foot basis at the member's request, provided the member pays a CIAC plus the initial new service fee, prior to commencement of construction. The amount of the CIAC will be calculated as follows: Estimated Cost of Construction per foot multiplied by the number of feet.
- a. The Cooperative may make an exception when the take off point from the existing distribution system is from an underground circuit. In such instances, the CIAC may be limited to the minimum CIAC.
- b. Typically, there is no footage allowance for those members who have the option to install an overhead service. Yet, if the Cooperative determines it is in its best interest that an overhead line extension is not deemed feasible or appropriate, then a value based upon an overhead footage allowance may be subtracted from the additional CIAC (footage cost) for an underground line extension. (see Section 29.10 Schedule of Other Fees).

5.2.3 Service Line Extension – Minimum/Seasonal Use or Temporary Service

A. Temporary Service

Where in the opinion of the Cooperative, circumstances indicate that service may be temporary (i.e. roadway or bridge construction activities); the Cooperative may supply temporary electric service after the applicant pays a cash construction payment equal to the estimated labor and overhead costs of installing and removing the service, plus non-salvageable materials.

Electricity consumed will be metered and billed at the regular applicable price schedule. The Cooperative may require a deposit intended to guarantee payment of electric bills for service in addition to the cash construction payment. When service is removed, any deposit in excess of electric bills will be refunded.

B. Minimum/Seasonal Use

All other services which are not permanent services are considered minimum/seasonal use. Examples of services that would qualify for an extension as minimum/seasonal use include, but are not limited to: grain bins; outbuildings; cabins; barns; etc.

The applicant will make a CIAC payment equal to the entire costs of installing the service plus the initial new service fee. Electricity consumed will be metered and billed at the regular applicable price schedule.

5.2.4 Conversion of Single-Phase Service to Multi-Phase at the Member-Consumer's Request

At the request of the member-consumer, the Cooperative may convert a single-phase facility to a multi-phase facility. The member-consumer will make a Contribution in Aid of Construction (CIAC) equal to the costs associated with the conversion. The proposed installation will be done at such time that will not unreasonably interfere with the service to other member-consumers. The payment will be required prior to construction.

5.2.5 Extension Other Than Cooperative Design

If customer requests a more expensive line or service extension design (including route selection) than the Cooperative proposes based on good engineering practice, then the customer must pay, as a contribution in aid of construction (CIAC), the difference between:

- The higher cost design; and
- The Cooperative's design.

Customer requests for an alternate design will be considered to the extent such alternate design is feasible and will not have a negative impact on any other customers.

5.2.6 Right-of-Way

The applicant must grant or cause to be granted to the Cooperative, without charge, right-of-way over, along, across and under the premises and any adjacent road right-of-way for the construction, operation, maintenance and repair of the Cooperative's lines and all appurtenances and equipment connected or used in connection. The Cooperative and its representatives may enter the property using any available streets, roads or paths (not limited to these

examples) for appropriate access and at reasonable times to construct, operate, maintain, repair, restore service or perform any other duties necessary to maintain the Cooperative's facilities, including vegetation management. (See also Section 3.4)

5.2.7 Moving of Cooperative Facilities

If the Cooperative is asked to move any of its wires or equipment, temporarily or permanently, to provide physical clearance or for any other reason a deposit to cover the estimated expenses will be required. Only authorized Cooperative representatives may move or remove any facilities belonging to Cooperative. The actual cost of the move shall be borne entirely by the persons requesting such moving of facilities. Any move or removal of Cooperative facilities upon request of any governmental authority shall be in accordance with applicable franchises, ordinances, statutes or regulations. The payment for the move of facilities must be made before the move takes place.

5.2.8 Excess Facilities

The Cooperative will install facilities adequate to meet the member-consumer's anticipated load as a normal installation. If the member-consumer desires facilities in excess of a normal installation, the member-consumer must contact the Cooperative to determine availability and possible charges.

5.3 Other Line Extension and Service Line Extension Provisions

5.3.1 Notification by Applicant

Before service may be provided to a premise not currently receiving service, the applicant must notify the Cooperative and complete an application for service.

5.3.2 Space Requirement

The member-consumer must provide space for any Cooperative equipment required to serve the member-consumer, at no charge to the Cooperative.

5.3.3 Transformer Size

The Cooperative will determine the size of the transformer to be installed to provide adequate service and voltage regulation for all types and classifications of service. Such determination should not be considered a warranty or guarantee concerning adequate transformer size or level of service. Monthly minimum bills may be determined by transformer capacity required, in accordance with applicable price schedules. After initial installation any request for a transformer capacity upgrade will require the member-consumer to pay a charge which may be waived in whole or in part if the Cooperative believes the capacity upgrade to be in the best interest of the entire membership.

5.3.4 Electric Energy Sales Estimate

Any estimate of anticipated electric energy sales or revenues required in order to implement the Cooperative's policies will be made by the Cooperative based upon the Cooperative's experience in serving similarly situated member-customers of the connected load of the prospective member-customer.

5.3.5 New Structure Energy Conservation Standards

See Section 22.5

5.4 New Facilities – Platted Area Development Project

The Cooperative will develop a written agreement for installing a distribution system, including primaries, secondaries, services, pad mount transformers, and street lighting facilities in a platted real estate development of four or more lots. The Cooperative and developer will mutually determine the residential distribution system to be installed in each development and the written agreement will be signed by both parties before construction is undertaken.

5.4.1 Easements

The developer will provide easements for electric distribution and service facilities as approved by the Cooperative prior to the plat being recorded. Easements will also be provided for streetlight and secondary laterals as required. Nothing in this section shall be deemed to require the Cooperative to provide maintenance to street lights without a separate agreement for the same.

5.4.2 Grade

For underground installations, the developer will grade the cable route area to within 6" of final grade and install roads, sewer and water lines prior to installation of electrical facilities to ensure a safe and proper installation.

5.4.3 Developer Advance for Construction Cost (refundable)

Refunds of Advance for Construction Costs

The Cooperative will refund to the developer of a platted area, for a period of 10 years, from the date of the original advance, a pro rata share for each lot attachment to the extension.

At the end of the 10-year period the remaining balance of the deposit will become non-refundable. Refunds to developers will be based on Cooperative policy and any applicable contracts with such developers.

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE (IAC 20.4(15))

6.1 Electric Service Disconnections Prohibited (IAC 20.4(17))

No disconnection may take place from November 1 through April 1 for a resident who has been certified to the Cooperative by the local community action agency as being eligible for either the low-income home energy assistance program or weatherization assistance program.

If the utility is informed that one of the heads of household as defined in Iowa Code section 476.20 is a service member deployed for military service, as defined in Iowa Code section 29A.90, disconnection cannot take place at the residence during the deployment or prior to 90 days after the end of the deployment.

6.2 Electric Service Refusal or Disconnection (IAC 20.4(15))

The Cooperative may refuse electric service or disconnect electric service to a member-consumer as provided in this tariff and the Iowa Administrative Rules.

6.2.1 Electric Service Disconnections without Notice (IAC 20.4(15) b)

Electric service may be disconnected by the Cooperative without notice to the member-consumer:

- a. In the event of a condition on the member-consumer's premises determined by the utility to be hazardous.
- b. In the event of member-consumer use of equipment in a manner which adversely affects the utility's equipment or the utility's service to others.
- c. In the event of tampering with the equipment furnished and owned by the utility. For the purposes of section 6, one single instance of a broken or absent meter seal alone shall not constitute tampering. (see section 7.5)
- d. In the event of unauthorized use.

6.2.2 Electric Service Disconnections with Notice (IAC 20.4(15) c & d)

The Cooperative may refuse electric service or disconnect electric service to a member-consumer, after providing written notice of the pending disconnection:

- a. For violation of or noncompliance with the Cooperative's electric service policies.
- b. For failure of the member-consumer to furnish the service equipment, permits, certificates, or rights-of-way which are specified to be furnished, in

- the Cooperatives rules filed with the board, as conditions of obtaining service, or for the withdrawal of that same equipment, or for the termination of those same permissions or rights, or for the failure of the member-consumer to fulfill the contractual obligations imposed as conditions of obtaining service by any contract filed with and subject to the regulatory authority of the board.
- c. For failure of the member-consumer to permit the Cooperative reasonable access to the Cooperative's equipment.
 - d. For nonpayment of a bill or deposit, except as restricted by the Iowa Administrative Code Section 199--20.4(16) and 20.4(17), provided that the Cooperative has complied with the following provisions when applicable:

- 1. **Reasonable Opportunity.** The member-consumer will have a reasonable opportunity to dispute the reason for the disconnection or refusal.
- 2. **12 Day & 1 Day Notice.** The member-consumer, and any other person or agency designated by the member-consumer, will be sent written notice that the member-consumer has at least 12 days in which to make settlement of the account to avoid disconnection and a written summary of the rights and responsibilities available.

Member-consumer billed more frequently than monthly pursuant to Iowa Administrative Code 199--20.3(6) shall be given posted written notice that they have 24 hours to make settlement of the account to avoid disconnection and a written summary of the rights and responsibilities.

All written notices will include a toll-free or collect telephone number where a Cooperative representative qualified to provide additional information about the disconnection can be reached. Each Cooperative representative will provide the representative's name and have immediate access to current, detailed information concerning the member-consumer's account and previous contacts with the Cooperative.

- 3. **Summary of Member-Consumer Rights and Responsibilities.** A copy of the Summary Rights and Responsibilities required to be provided to the member-consumer is contained in section 6.6 of this tariff.
- 4. **Service Limitation.** If the Cooperative has adopted a service limitation policy pursuant to Iowa Administrative Code 199--20.4(23), the following paragraph must be appended to the end of the standard

form for the summary of rights and responsibilities, as set forth in section 6.6.

“Service limitation: We have adopted a policy of service limitation before disconnection. You may be qualified for service limitation rather than disconnection. To see if you qualify, contact our business office.”

The Cooperative may disconnect electric service without the written 12-day notice for failure of a residential member-consumer who has had service limited in accordance with Iowa Administrative Code 199--20.4(23) to pay the full amount due for past service or to enter into a reasonable payment agreement, provided that:

- a. The minimum time period, as specified in the Cooperative’s tariff, for the service limiter to remain in place prior to initiation of the disconnection procedure has elapsed;
- b. The requirements of paragraph Iowa Administrative Code 199--20.4(15)“f,” relating to in-person, telephone or posted notice, have been satisfied;
- c. The requirements of Iowa Administrative Code 199--20.4(15)“d”(7) and (8), relating to time and temperature restrictions on disconnection are satisfied, to the extent applicable; and
- d. The requirements of Iowa Administrative Code 199--20.4(15) “d” (9), relating to health restrictions on disconnection are satisfied, to the extent applicable.

5. **Diligent Attempt to Contact.** The Cooperative, when disconnecting service to a residence, will make a diligent attempt to contact, by telephone or in person, the member-consumer responsible for payment for service to the residence to inform the member-consumer of the pending disconnection and the member-consumer’s rights and responsibilities. During the period from November 1 through April 1, if the attempt at member-consumer contact fails, the premises shall be posted at least one day prior to disconnection with a notice informing the member-consumer of the pending disconnection and rights and responsibilities available to avoid disconnection.

If an attempt at personal or telephone contact of a member-consumer occupying a rental unit has been unsuccessful, the landlord of the rental unit, if known, shall be contacted to determine if the member-consumer is still in occupancy and, if so, the member-consumer’s present location. The landlord shall also be informed of the date when service may be disconnected.

If the disconnection will affect occupants of residential units leased from the member-consumer, the premises of any building known by the Cooperative to contain residential units affected by disconnection must be posted, at least two days prior to disconnection, with a notice informing any occupants of the date when service will be disconnected and the reasons for the disconnection.

The landlord/owner of any rental unit is responsible for notifying the Cooperative of ownership.

6. **Disputed bill.** If the member-consumer has received notice of disconnection and has a dispute concerning a bill for electric utility service, the Cooperative may require the member-consumer to pay a sum of money equal to the amount of the undisputed portion of the bill pending settlement and thereby avoid disconnection of service. The Cooperative shall delay disconnection for nonpayment of the disputed bill for up to 45 days after the rendering of the bill if the member-consumer pays the undisputed amount. The 45 days shall be extended by up to 60 days if requested of the Cooperative by the board in the event the member-consumer files a written complaint with the board in compliance with 199—Chapter 6.
7. **Special circumstances.** Disconnection of a residential member-consumer may take place only between the hours of 6 a.m. and 2 p.m. on a weekday and not on weekends or holidays. If a disconnected member-consumer makes payment or other arrangements during normal business hours, or by 7 p.m. for utilities permitting such payment or other arrangements after normal business hours, all reasonable efforts shall be made to reconnect electric service for the member-consumer that day. If a disconnected member-consumer makes payment or other arrangements after 7 p.m., all reasonable efforts shall be made to reconnect electric service for the member-consumer not later than 11 a.m. the next day.

Nothing in this section shall require the Cooperative to remain open after normal business hours or to accept payments after 7 p.m.
8. **Severe cold weather.** A disconnection may not take place where electricity is used as the only source of space heating or to control or operate the only space heating equipment at the residence on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will be 20 degrees Fahrenheit or colder. In any

case where the Cooperative has posted a disconnect notice in compliance with IAC subparagraph 20.4(15)"d"(5) but is precluded from disconnecting service because of a National Weather Service forecast, the Cooperative may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises above 20 degrees Fahrenheit and is forecasted to be above 20 degrees Fahrenheit for at least 24 hours, unless the member-consumer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision of IAC paragraph 20.4(15)"d."

The Cooperative, which serves fewer than 6,000 member-consumers, will, prior to November 1, mail member-consumers a notice describing the availability of winter energy assistance funds and the application process. The notice will be of a type size that is easily legible and conspicuous and will contain the information set out by the state agency administering the assistance program. If the Cooperative is serving fewer than 25,000 member-consumers, it may publish the notice in a member-consumer newsletter in lieu of mailing. If the Cooperative is serving fewer than 6,000 member-consumers it may publish the notice in an advertisement in a local newspaper of general circulation or shopper's guide.

9. **Health of a resident.** Disconnection of a residential member-consumer shall be postponed if the disconnection of service would present an especial danger to the health of any permanent resident of the premises. An especial danger to health is indicated if a person appears to be seriously impaired and may, because of mental or physical problems, be unable to manage the person's own resources, to carry out activities of daily living or to be protected from neglect or hazardous situations without assistance from others. Indicators of an especial danger to health include but are not limited to: age, infirmity, or mental incapacitation; serious illness; physical disability, including blindness and limited mobility; and any other factual circumstances which indicate a severe or hazardous health situation.

The Cooperative may require written verification of the especial danger to health by a physician or a public health official, including the name of the person endangered; a statement that the person is a resident of the premises in question; the name, business address, and telephone number of the certifying party; the nature of the health danger; and approximately how long the danger will continue. Initial verification by

the verifying party may be by telephone if written verification is forwarded to the Cooperative within five days.

Verification shall postpone disconnection for 30 days. In the event service is terminated within 14 days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provisions. If the member-consumer does not enter into a reasonable payment agreement for the retirement of the unpaid balance of the account within the first 30 days and does not keep the current account paid during the period that the unpaid balance is to be retired, the member-consumer is subject to disconnection pursuant to section 6.2.2" f" below.

10. Winter energy assistance (November 1 through April 1). If the Cooperative is informed that the member-consumer's household may qualify for winter energy assistance or weatherization funds, there shall be no disconnection of service for 30 days from the date the Cooperative is notified to allow the member-consumer time to obtain assistance. Disconnection shall not take place from November 1 through April 1 for a resident who is a head of household and who has been certified to the Cooperative by the community action agency as eligible for either the low-income home energy assistance program or weatherization assistance program.

11. Deployment. If the utility is informed that one of the heads of household as defined in Iowa Code section 476.20 is a service member deployed for military service, as defined in Iowa Code section 29A.90, disconnection cannot take place at the residence during the deployment or prior to 90 days after the end of the deployment.

- e. Abnormal electric consumption. A member-consumer who is subject to disconnection for nonpayment of an electric bill, and who has electric consumption which appears to the member-consumer to be abnormally high, may request the Cooperative to provide assistance in identifying the factors contributing to this usage pattern and to suggest remedial measures. The Cooperative shall provide assistance by discussing patterns of electric usage which may be readily identifiable, suggesting that an energy audit be conducted and identifying sources of energy conservation information and financial assistance which may be available to the member-consumer.
- f. The Cooperative may disconnect electric service without the written 12-day notice for failure of the member-consumer to comply with the terms of a payment agreement, except as provided in the Iowa Administrative Code

section 199 numbered paragraph 20.4(11)"c"(1)"4," provided the Cooperative complies with the provisions of Iowa Administrative Code 199--20.4(15)"d."

6.3 Insufficient Reasons for Denying Electric Service. (IAC 20.4(16))

The following shall not constitute sufficient cause for refusal of service to a member-consumer:

- a. Delinquency in payment for service by a previous occupant of the premises to be served.
- b. Failure to pay for merchandise purchased from the Cooperative.
- c. Failure to pay for a different type or class of public utility service.
- d. Failure to pay the bill of another customer as guarantor thereof.
- e. Failure to pay the back bill rendered in accordance with Iowa Administrative Code 199--20.4(14) "d" (slow meters).
- f. Failure to pay a bill rendered in accordance with Iowa Administrative Code 199--20.4(14) "f."
- g. Failure of a residential customer to pay a deposit during the period November 1 through April 1 for the location at which the customer has been receiving service.
- h. If a creditworthy applicant for service is able to satisfy any deposit requirements. An individual who permanently resided at the premise during the time a bill at the premises became delinquent shall not be considered creditworthy.

6.4 Prior Indebtedness

Cooperative shall not be required to commence supplying electric service to a member-consumer if such member-consumer, or the member-consumer's spouse (unless they are parties to a pending divorce) is indebted to the cooperative for that same class of electric service previously supplied at any premise, until such prior indebtedness shall have been paid or arrangements have been made for the payment of said indebtedness on terms acceptable to Cooperative.

If electric service is disconnected at a premise for non-payment by a member-consumer, service will not be reconnected at said premise in the name of the member-consumer or any other person liable for payment of the delinquent bill or any individual or entity failing to meet the Cooperative's creditworthiness standard, until such prior indebtedness shall have been paid or arrangements have been made for the payment of said indebtedness on terms acceptable to Cooperative. An individual or entity leasing or utilizing a grain bin or other outbuilding, equipment, or facility on the premise which is not separately metered shall be deemed to occupy the premises for purposes of this paragraph, even though said individual may not reside at the premises.

6.5 Resale of Energy

The electric service furnished by the Cooperative is for the sole use of the member-consumer. A member-consumer shall not sell or redeliver electric service to any other person or company without the written consent of the Cooperative. In case electric energy supplied by the Cooperative to the member-consumer is resold without the written consent of the Cooperative, service may be disconnected upon notice to the member-consumer. If service is disconnected for this cause, the reconnection charge set forth in Section 12.3 and Section 29.10 Schedule of Other Fees shall apply.

6.6 Member-consumer Rights and Responsibilities to Avoid Disconnection (20.4(15) h3)

The following is a summary of your rights and responsibilities under the rules of the Utilities Division of the Iowa Department of Commerce to avoid disconnection of utility service.

CUSTOMER RIGHTS AND RESPONSIBILITIES TO AVOID SHUT OFF OF ELECTRIC SERVICE FOR NONPAYMENT

1. What can I do if I receive a notice from the utility that says my electric service will be shut off because I have a past due bill?

- a. Pay the bill in full; or
- b. Enter into a reasonable payment plan with the utility (see #2 below); or
- c. Apply for and become eligible for low-income energy assistance (see #3 below); or
- d. Give the utility a written statement from a doctor or public health official stating that shutting off your electric service would pose an "especial" health danger for a person living at the residence (see #4 below); or
- e. Tell the utility if you think part of the amount shown on the bill is wrong. However, you must still pay the part of the bill you agree you owe the utility (see #5 below).

2. How do I go about making a reasonable payment plan? (Residential Customers Only)

- a. Contact the utility as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, the utility may offer you a payment plan that spreads payments evenly over at least 12 months. The plan may be longer depending on your financial situation.
- b. If you have not made the payments you promised in a previous payment plan with the utility and still owe money, you may qualify for a second payment agreement under certain conditions.
- c. If you do not make the payments you promise, the utility may shut off your utility service on one day's notice unless all the money you owe the utility is paid or you enter into another payment agreement.

**3. How do I apply for low-income energy assistance?
(Residential Customers Only)**

- a. Contact the local community action agency in your area: or
- b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319; telephone (515) 281-0859. To prevent disconnection, you must contact the utility prior to disconnection of your service.
- c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify your utility that you may be eligible and have applied for energy assistance. Once your service has been disconnected, it will not be reconnected based on approval for energy assistance.
- d. Being certified eligible for energy assistance will prevent your electric service from being disconnected from November 1 through April 1.

**4. What if someone living at the residence has a serious health condition?
(Residential Customers Only)**

Contact the utility if you believe this is the case. Contact your doctor or a public health official and ask the doctor or health official to contact the utility and state that shutting off your utility service would pose an especial health danger for a person living at your residence. The doctor or public health official must provide a written statement to the utility office within 5 days of when your doctor or public health official notifies the utility of the health condition; otherwise, your utility service may be shut off. If the utility receives this written statement, your service will not be shut off for 30 days. This 30-day delay is to allow you time to arrange payment of your utility bill or find other living arrangements. After 30 days your service may be shut off if payment arrangements have not been made.

5. What should I do if I believe my bill is not correct?

You may dispute your utility bill. You must tell the utility that you dispute the bill. You must pay the part of the bill you think is correct. If you do this, the utility will not shut off your service for 45 days from the date the bill was mailed while you and the utility work out the dispute over the part of the bill you think is incorrect. You may ask the Iowa Utilities Board for assistance in resolving the dispute. (See #9 below)

6. When can the utility shut off my utility service because I have not paid my bill?

- a. Your utility can shut off service between the hours of 6 a.m. and 2 p.m., Monday through Friday.
- b. The utility will not shut off your service on nights, weekends, or holidays for nonpayment of a bill.
- c. The utility will not shut off your service if you enter into a reasonable payment plan to pay the overdue amount (see #2).

- d. The utility will not shut off your service if the temperature is forecasted to be 20 degrees Fahrenheit or colder during the following 24-hour period, including the day your service is scheduled to be shut off.
- e. If you have qualified for low-income energy assistance, the utility cannot shut off your service from November 1 through April 1. However, you will still owe the utility for the service used during this time.
- f. The utility will not shut off your service if you have notified the utility that you dispute a portion of your bill and you pay the part of the bill that you agree is correct.
- g. If one of the heads of household is a service member deployed for military service, utility service cannot be shut off during the deployment or within 90 days after the end of deployment. For this exception to disconnection to apply, the utility must be informed of the deployment prior to disconnection. However, you will still owe the utility for service used during this time.

7. How will I be told the utility is going to shut off my electric service?

- a. You must be given a written notice at least 12 days before the utility service can be shut off for nonpayment. This notice will include the reason for shutting off your service.
- b. If you have not made payments required by an agreed-upon payment plan, you may be disconnected with only one-day notice.
- c. The utility must also try to reach you by telephone or in person before it shuts off your service. From November 1 through April 1, if the utility cannot reach you by telephone or in person, the utility will put a written notice on the door (or in another conspicuous location on the premise if posting on the door is not practical) of your residence to tell you that your utility service will be shut off.

8. If service is shut off, when will it be turned back on?

- a. The utility will turn your service back on if you pay the whole amount you owe or agree to a reasonable payment plan (see #2).
- b. If you make your payment during regular business hours, or by 7 p.m. for utilities permitting such payment or other arrangements after regular business hours, the utility must make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, the utility must do it by 11 a.m. the next day.
- c. The utility may charge you a fee to turn your service back on. Those fees may be higher in the evening or on weekends, so you may ask that your service be turned on during normal utility business hours.

9. Is there any other help available besides my utility?

If the utility has not been able to help you with your problem, you may contact the Iowa Utilities Board toll free at 1-877-565-4450. You may also write the Iowa Utilities Board at 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or by E-mail at customer@iub.iowa.gov. Low income customers may also be eligible for free legal assistance from Iowa Legal Aid and may contact Legal Aid at 1-800-532-1275.

Section 7 METER INSTALLATIONS (IAC 20.2(4) m)**7.1 Ownership**

The Cooperative will furnish the meter socket and furnish and install the meter. The meter may include additional or special equipment that enables certain functions to be performed from a remote location, including the disconnection or reconnection of service. The Cooperative will furnish, install and maintain such equipment if it is installed. The Cooperative reserves the right to determine under what circumstances such equipment will be installed.

The member-consumer will be required to furnish and install the conductor, conduit, and all other required appurtenances. On loads requiring current transformer metering, the Cooperative will install the current transformer meter loop and meter. Where local ordinances or the state electrical inspection program require inspection and approval of member-consumer's wiring by state or local authorities, such inspection shall be completed and certificate of approval obtained before the Cooperative will render service. The Cooperative reserves the right to request the member or applicable authority execute an exemption certificate if the member contends that the member-consumer's wiring is exempt from such requirements.

(see section 9.2 IA Electrician's Licensing and Inspection Program Requirements)

7.1.1 Meter Location

The Cooperative will normally furnish a single meter at the point of connection to the member-consumer's premises at a location designated by the Cooperative. Any member-consumer requiring service at two or more separately metered points of connection to the Cooperative's distribution system shall be billed separately at each such metering point.

7.1.2 Meter Placement

The meter must be installed outside the building at a location designated by the Cooperative and must be accessible to Cooperative personnel without interference. If the member-consumer or agent alters the building or anything else that in any way causes the meter to no longer be located outside the building, the member consumer shall notify the Cooperative and pay all the costs of having the meter moved to a location outside the building. In extraordinary circumstances and upon request by the member-consumer or their electrician a meter may be located inside a building. Justification shall be provided to the Cooperative for such a request. Such requests will be considered on a case-by-case basis.

7.1.3 Multi-occupancy Premises (IAC 20.3(1))

Each individual unit of multi-occupancy premises will be separately metered.

Exceptions:

- Electricity used in centralized heating, cooling, water heating, or ventilation.
- In a facility designated for elderly or handicapped persons where utility costs are not apportioned to individual tenants.
- Where sub-metering or resale of service was permitted prior to 1966.
- With the approval of the Iowa Utilities Board.
- Where impractical.

“Impractical” means: (1) where conditions or structural barriers exist in the multi-occupancy building that would make individual meters unsafe or physically impossible to install; (2) where the cost of providing individual metering exceeds the long-term benefits of individual metering; or (3) where the benefits of individual metering (reduced and controlled energy consumption) are more effectively accomplished through a master meter arrangement.

This provision shall not be construed to prohibit the Cooperative from requiring more extensive individual metering than otherwise required.

Master metering to multiple buildings is prohibited, except for multiple buildings owned by the same person or entity. Multi-occupancy premises within a multiple building complex may be master metered pursuant to this paragraph only if the requirements of Iowa Administrative Code 199--20.3(1) “b” have been met.

Specific Requirements

For specifics regarding Cooperative metering equipment and installation requirements contact the Cooperative.

7.2 Types of Meter Loop Installations

The following are a number of approved installations:

7.2.1 Self-Contained Metering

For loads not in excess of 200 amperes, the Cooperative will furnish the socket and the member-consumer shall provide the necessary accessories for secondary metering.

7.2.3 Current Transformer Installation

The Cooperative will furnish and install current transformer metering on loads in excess of 200 amperes or at its determination of need for secondary service. The member-consumer shall provide overcurrent protection on services larger than 200 amps.

7.3 Temporary Meter Loops (Construction Sites)

The Cooperative will furnish and install a temporary meter loop to provide electric service for construction until a permanent meter loop is installed. Temporary services are only installed as an installation of last resort. The Cooperative's preference is to install the permanent service whenever possible.

7.4 Primary Metering

The Cooperative will furnish and install primary metering when it is mutually advantageous to both parties to use this type of metering and the load warrants such metering in accord with good engineering design and practice. Charges may be reduced to reflect any savings caused by primary metering.

7.5 Meter Seals

Visible seals will be placed by the Cooperative on all meters and meter enclosures and such seals shall not be broken or disturbed by anyone other than authorized representatives of the Cooperative. A trip charge may be assessed to replace a broken or missing meter seal. (see Section 29.10 Schedule of Other Fees)

Tampering with seals or any wiring between the meter and the Cooperative's service wires by anyone other than authorized Cooperative representatives may be sufficient cause for discontinuance of service.

Section 8 UNDERGROUND ELECTRIC FACILITIES (IAC 20.2(4) n)

8.1 Ownership and/or Contributions

The applicant shall consult with the Cooperative prior to the planning of any underground service installation. If the applicant desires new underground service, it will be provided in a situation that the Cooperative determines to be reasonable and feasible.

8.2 Specifications

The Cooperative reserves the right to specify the size and type of underground service to be used, the location of the pole to which service must be run, the side of the pole on which the conduit is to be installed and the height to which it must be extended.

8.2.1 Self-Contained Metering

The conduit shall terminate in a fused disconnect, or other overload disconnecting device on the Cooperative's service pole. Refer to Section 7.

8.2.2 Current Transformer Metering

If current metering is to be used, the member-consumer will terminate the conduit and cable in a fused disconnect or other disconnecting device on the Cooperative's service pole, which device will also house the Cooperative's current transformers. The member-consumer will also install the conduit leads from the device to the meter socket. The meter socket, meter and current transformers are to be supplied by the Cooperative.

8.3 New Underground Facilities – Platted Areas

Refer to Section 5.4 of this tariff.

8.4 New Underground Facilities to Single Service

The Cooperative will install, operate and maintain the primary underground electric facilities from its existing facilities to a new service. Refer to Section 5.2 of this Tariff for charges associated with service extension.

8.5 Replace Existing Facilities with Underground Facilities

The Cooperative may install and maintain underground electric facilities to the existing member-consumer if the proposed conversion of existing facilities to underground is determined to be reasonable and feasible by the Cooperative. Underground service may also be installed where additional capacity is required.

The member-consumer will make an additional CIAC payment equal to the installation cost of the underground facility. The proposed installation will be done at such time that will not unreasonably interfere with the service to other member-consumers and the payment made prior to the construction.

Section 9 WIRING STANDARDS (IAC 20.2(4) I)**9.1 Cooperative's Requirements****9.1.1 Wiring Specifications**

The Cooperative requires compliance with specifications set forth in the National Electrical Code when a member-consumer or other responsible party wires or rewires buildings, premises, etc. Farm member-consumers, especially those with livestock, are encouraged to consult the Iowa Stray Voltage Guide, including the Farm Wiring Checklist and the Proper Farm Wiring Summary contained therein. A copy of said publication can be obtained by contacting the Cooperative or through: www.iowastrayvoltageguide.com.

9.1.2 Inspections

Normally the Cooperative inspects only the service entrance and meter location, but the Cooperative reserves the privilege, for protection of its facilities and safeguarding its service to others, to inspect the applicant's installation at any time and to refuse service whenever such installation, in its opinion fails to meet minimum safety and operating standards. If the Cooperative undertakes to inspect the member-consumer's facilities, either on its own initiative or at the request of the member-consumer, the Cooperative does not warrant such inspection and disclaims any and all liability arising from such inspection. In addition, the Cooperative disclaims any and all liability that may arise from either its failure to undertake an inspection or from its failure to notify the member-consumer of a defect in the member-consumer's facilities. The member-consumer shall be solely responsible for ensuring that its facilities are properly installed and meet all applicable electrical or building codes, rules, or regulations.

When the State or a government agency requires permits for or an inspection of new installations, the Cooperative will not make service connections until such permit is obtained and the installation passes the required inspection. If the member contends the installation is exempt from such requirement, the Cooperative reserves the right to require a certificate be executed by the member and/or the applicable regulatory authority attesting to the exempt nature of the installation. (see section 9.2 IA Electrician's Licensing and Inspection Program Requirements)

9.2 Iowa Electrician's Licensing and Inspection Program Requirements

When a permit and/or an inspection by the State of Iowa, a municipality or other governmental agency is required for a newly connected or reconnected after six (6) months installation which is subject to the statewide electrician's licensing and inspection program the Cooperative will not energize such service until such permit is obtained and the installation passes the required inspection. For those installations not requiring an inspection, the Cooperative reserves the right to require a certificate of exemption be executed by the member or the applicable regulatory authority attesting to the exempt nature of the installation.

9.3 Member-Consumer's Responsibility

When the wiring of a member-consumer is found to be dangerous, the Cooperative shall require immediate repair. Failure to meet the requirements is cause for disconnection without further notice.

The member-consumer agrees to assume responsibility for any damages, including stray voltage, caused by defects in member-consumer wiring.

Section 10 METER READING

The member-consumers' meters shall be read each month by a representative of the Cooperative or by an automatic meter infrastructure (AMI) device. Meters normally shall be read on or about the last day of the month.

It is the operating policy of the Cooperative that the employees of the Cooperative will check-read the meter whenever they are on the premises of the member-consumer. Back or makeup billing for a misread meter shall be handled for periods of time per Section 13.

Section 11 BILLING PROCEDURE (IAC (20.4(12)) & (20.2(4) v))**11.1 Type of Billing**

A bill for electric service will be mailed to each member-consumer on or about the 1st of each month showing the customer related fixed charge, present and previous meter readings, kWh consumed, kWmax units (if any), kWtou units (if any), energy charge, demand charge(s), previous balance, sales tax, late payment charge and the member-consumer's name and location.

11.2 Billing Period (IAC 20.3(6))

Bills will be for a period of one-month ending on or about the last day of each month.

When the meter reading date causes a given billing period to deviate by more than 10% (counting only business days), from the normal meter reading period, such bills shall be prorated on a daily basis.

11.3 Due Date

Bills are rendered on or about the first day of each month and are due and payable immediately. The bill becomes delinquent after twenty days and a late payment charge will be applied. If the 20th day is a Saturday, Sunday or legal holiday, an additional working day will be allowed without a late payment charge.– If payment is made by check or other negotiable instrument where the funds are not immediately available, the Cooperative shall have the discretion to deem the payment as not being made until the negotiable instrument has been honored by the financial institution upon which the instrument is drawn. Payments received by mail after the 20th day and postmarked on the 20th day or before will be accepted without a late payment charge.

11.3.1 Bill

The bill shall be the amount computed by applying the applicable price to the consumption.

11.3.2 Late Payment Charge (IAC 20.4(12))

When payment is made after the 20th day, a late payment charge is added. The late payment charge will be calculated at 1.5% of the past-due amount.

Payments received by mail after the 20th day and postmarked on the 20th day or before will be accepted without a late payment charge.

An additional day will be allowed for payments made at the office of the Cooperative if the 20th day falls on a day when the office is not open to receive payments.

11.3.3 Forgiveness of One Late Payment (IAC 20.4(12))

Each account shall be granted one complete forgiveness of a late payment charge for each calendar year.

11.3.4 Change of Date of Delinquency (IAC 20.4(12))

The date of delinquency for all residential member-consumers or other member-consumer's, whose consumption is less than 3,000 kWh per month, shall be changeable for cause in writing; such as, but not limited to, fifteen days from approximate date each month upon which income is received by the person responsible for payment. In lieu of changing the date, the Cooperative may elect to mark the account as "no late fee". However, the delay in the date of delinquency will not be more than 30 days beyond the date of preparation of the previous bill.

11.4 Failure to Receive Bill

Failure to receive a bill shall not entitle the member-consumer to remission of any charge for nonpayment within the time specified.

11.5 Level Payment Plan (IAC 20.4(12))

The Cooperative will permit a level payment plan to all residential customers or other customers whose consumption is less than 3,000 kWh per month. The level payment plan will be designed to limit the volatility of a customer's bill and maintain reasonable account balances. The level payment plan shall include at least the following:

1. Be offered to each eligible member-consumer when the member-consumer initially requests service.
2. Allow for entry into the level payment plan anytime during the calendar year.
3. Provide that a member-consumer may request termination of the plan at any time. If the account is in arrears at the time of termination, the balance shall be due and payable at the time of termination. If there is a credit balance, the

member-consumer will be allowed the option of obtaining a refund or applying the credit to future charges. The Cooperative is not required to offer a new level payment plan to a member-consumer for six months after the member-consumer has terminated from a level payment plan.

4. The monthly level payment plan amount will be 1/12 of the projected cost for the next 12 months subject to any adjustments discussed below.

The Cooperative shall give notice to member-consumers when it changes the type of computation method in the level payment plan. The amount to be paid at each billing interval by a member-consumer on a level payment plan shall be computed at the time of entry into the plan and shall be recomputed at least annually. The level payment amount may be recomputed monthly, quarterly, when requested by the member-consumer, or whenever price, consumption, or a combination of factors results in a new estimate differing by 10 percent or more from that in use. When the level payment amount is recomputed, the level payment plan account balance shall be divided by 12, and the resulting amount shall be added to the monthly level payment amount.

The member-consumer will be given the option of applying any credit to payments of subsequent months' level payment amounts due or of obtaining a refund of any credit in excess of \$25, unless the Cooperative is re-computing the level payment plan monthly.

The member-consumer will be notified of the recomputed payment amount not less than one full billing period prior to the date of delinquency for the recomputed payment, except for Cooperatives re-computing the level payment amount on a monthly basis. The notice may accompany the bill prior to the bill that is affected by the recomputed payment amount.

5. Irrespective of the account balance, a delinquency in payment shall be subject to the same collection and disconnection procedures as other accounts, with the late payment charge applied to the level payment amount. If the account balance is a credit, the level payment plan may be terminated by the Cooperative after 30 days of delinquency.

11.6 Parties Responsible for Payment

Any individual listed on the Membership application, which may include all adult residents of a residential premise, shall be jointly and severally liable for all bills for service at said premise. Spouses are jointly and severally liable for payment of bills, except in the case where one spouse has specifically notified the cooperative in writing that they intend to contract separately for electric service. Acceptable instances for a spouse to separately contract for residential service shall be limited to pending divorces.

11.7 Billing Information

The Cooperative will provide the member-consumer with its own billing information for the prior 12-month period at no charge. Member-consumers requesting more extensive research may be charged for time and materials associated with the request.

Section 12 COLLECTIONS (IAC 20.2(4) p)**12.1 Procedure**

If the bill is not paid by the due date, a notice will be sent to the member-consumer providing notification that the bill is delinquent, late payment charge will apply, and disconnection/collection procedures will be instituted as explained in Section 6.

12.1.1 Payment Agreements (IAC (20.4(11) & (20.2(4) z))

- a. **Availability of a first payment agreement.** When a residential member-consumer cannot pay in full a delinquent bill for electric service or has an outstanding debt to the utility for residential electric service and is not in default of a payment agreement with the Cooperative, then Cooperative will offer the member-consumer an opportunity to enter into a reasonable payment agreement.
- b. **Reasonableness.** Whether a payment agreement is reasonable will be determined by considering the current household income, ability to pay, payment history including prior defaults on similar agreements, the size of the bill, the amount of time and the reasons why the bill has been outstanding, and any special circumstances creating extreme hardships within the household. The Cooperative may require the person to confirm financial difficulty with an acknowledgement from the department of human services or another agency.

c. **Terms of Payment Agreements**

First Payment Agreement:

The Cooperative will offer member-consumers who have received a disconnection notice or have been disconnected for 120 days or less and who are not in default of a payment agreement the option of spreading payments evenly over at least 12 months by paying specific amounts at scheduled times. The Cooperative will offer member-consumers who have been disconnected for more than 120 days and who are not in default of a payment agreement the option of spreading payments evenly over at least 6 months by paying specific amounts at scheduled times.

The agreement must also include provision for payment of the current account. The Cooperative may also require the member-consumer to enter into a level payment plan to pay the current bill.

When the member-consumer makes the agreement in person, a signed copy of the agreement will be provided to the member-consumer.

The Cooperative may offer the member-consumer the option of making the agreement over the telephone or through electronic transmission. When the member-consumer makes the agreement over the telephone or through electronic transmission, the utility shall render to the member-consumer a written document reflecting the terms and conditions of the agreement within three days of the date the parties entered into the oral agreement or electronic agreement. The document will be considered rendered to the member-consumer when addressed to the member-consumer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is made by other than U.S. mail, the document shall be considered rendered to the member-consumer when delivered to the last-known address of the person responsible for payment for the service. The document shall state that unless the member-consumer notifies the utility within ten days from the date the document is rendered, it will be deemed that the customer accepts the terms as reflected in the written document. The document stating the terms and agreements shall include the address and a toll-free or collect telephone number where a qualified representative can be reached. By making the first payment, the member-consumer confirms acceptance of the terms of the oral agreement or electronic agreement.

Each member-consumer entering into a first payment agreement will be granted at least one late payment that is made four days or less beyond the due date for payment and the first payment agreement shall remain in effect.

Second Payment Agreement:

The Cooperative will offer a second payment agreement to a member-consumer who is in default of a first payment agreement if the member-consumer has made at least two consecutive full payments under the first payment agreement. The second payment agreement will be for the same term as or longer than the term of the first payment agreement. The member-consumer will be required to pay for current service in addition to the monthly payments under the second payment agreement and may be required to make the first payment up-front as a condition of entering into the second payment agreement. The Cooperative may also require the member-consumer to enter into a level payment plan to pay the current bill. The Cooperative may offer additional payment agreements to the member-consumer.

Refusal by Cooperative:

A member consumer may offer the Cooperative a proposed payment agreement. If the Cooperative and the member-consumer do not reach an

agreement, the Cooperative may refuse the offer orally, but the Cooperative must render a written refusal to the member-consumer, stating the reason for the refusal, within three days of the oral notification. The written refusal shall be considered rendered to the member-consumer when addressed to the member-consumer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the written refusal shall be considered rendered to the member-consumer when handed to the member-consumer or when delivered to the last-known address of the person responsible for the payment for the service. A member-consumer may ask the board for assistance in working out a reasonable payment agreement. The request for assistance must be made to the board within ten days after the rendering of the written refusal. During the review of this request, the Cooperative shall not disconnect the service.

12.2 Returned Checks, Drafts or Orders

If a person's check, draft or order is dishonored (returned unpaid) by the bank or financial institution upon which it was drawn, the Cooperative will send the person a notice and require immediate settlement of the account. A \$ 30 (note: maximum is \$30 for each check see Iowa Code 554.3512) charge for processing returned checks, drafts or orders may apply. Bills are not considered paid with such checks, drafts or orders and the late payment charge will apply.

In the event more than two checks, drafts or orders of a person are dishonored by the bank or financial institution upon which they were drawn, within a six-month period, the Cooperative shall demand the future payments for service rendered must be made by cash, post office money order or other acceptable legal tender.

12.3 Reconnection Charge Resulting From Nonpayment of Energy Account

In the event service is disconnected for failure to pay a delinquent account, before service will be reconnected the following rules apply and collection will proceed as in Iowa Administrative Code 199 20.4.

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 12.1.1 of this tariff, if applicable, shall be made.
- B. The member-consumer shall pay a reconnection fee without a trip charge if the trip is completed on regular time. The member-consumer shall pay a reconnect fee plus an overtime hour(s) trip charge if any part of the trip is on overtime. (Fees listed in Section 29.10 Schedule of Other Fees)
- C. The member-consumer shall pay a reconnection fee if the account is reconnected **remotely** without a trip charge during normal business hours. The member-consumer shall pay a reconnection fee plus an overtime trip charge fee

if the account is reconnected **remotely** during any overtime. A remote reconnection is defined as a reconnection where a Cooperative representative is not physically present at the premise at the time of reconnection. In order to complete a remote reconnection, the Cooperative may require the member-consumer or other authorized adult to be physically at the premise at the time of reconnection.

- D. Before service is restored, bills shall be paid and/or the member-consumer shall make satisfactory credit arrangements at the office of the Cooperative.

Section 13 METER TESTING (IAC 20.6)**13.1 Routine Testing**

The Cooperative shall test watt-hour meters for accuracy and mechanical condition, in accordance with the Iowa Utilities Board Regulations. All meters and associated devices shall be tested within 180 days after they are removed from service. Such tests shall be made before the meters and associated devices are adjusted, repaired, returned to active service or retired.

13.1.1 Limits

All watt-hour meters must be accurate to within plus or minus 2% at full and light load. Watt-hour meters are used to establish the kWmax and kWtou for most services when billing the maximum kWh per hour such as residential and small commercial below 300 kVA in transformer size. Demand meters shall be accurate to within 1.5%. Demand meters are only used for services which are 300 kVA or more for large commercial and industrial services billed on the highest 15-minute interval.

13.1.2 New Meters

The Cooperative will sample test new meters to ascertain if they meet the required accuracy limits.

13.2 Request Test

Upon request by a member-consumer, the Cooperative shall test the meter servicing that member-consumer, except that such tests need not be made more frequently than once in 18 months.

A written report of the test results shall be mailed to the customer within 10 days of the completed test and a record of each test shall be kept on file at the Cooperative's office. The utility shall give the member-consumer or a representative of the member-consumer the opportunity to be present while the test is conducted.

If the test finds the meter is accurate within the limit accepted by the utility in its meter inspection and testing program, the utility may charge the customer \$25 or the cost of conducting the test, whichever is less. The customer shall be advised of any potential charge before the meter is removed for testing.

13.2.1 Referee Tests

Upon written request by a member-consumer or the Cooperative, the Board will conduct a referee test of a meter except that such tests need not be made more frequently than once in eighteen months. The request shall be accompanied by a \$30.00 check or money order made payable to the Cooperative.

Within five days of receipt of the written request and payment, the Board shall forward the deposit to the Cooperative and notify the Cooperative of the requirement for a test. The Cooperative shall, within 30 days after notification of the request, schedule the date, time and place of the test with the Board and member-consumer. The meter shall not be removed or adjusted before the test and the Cooperative shall furnish all testing equipment and facilities for the test. If the tested meter is found to be more than 2% fast or 2% slow the deposit will be returned to the party requesting the test and billing adjustments shall be made as required in subsection 13.3. The Board shall issue its report within 15 days after the test is conducted, with copy to the member-consumer and the Cooperative.

13.3 Adjustments of Bills (IAC 20.4 (14))

13.3.1 Meter Error

Whenever a meter creeps or whenever a metering installation is found upon any test to have an average error of more than 2% for watt hour metering; or a demand metering error of more than 1.5% in addition to the errors allowed under accuracy of demand metering; an adjustment of bills for service for the period of inaccuracy shall be made in the case of over-registration and may be made in the case of under-registration. The amount of the adjustment shall be calculated on the basis that the metering equipment should be 100% accurate with respect to the testing equipment used to make the test.

For watt hour metering installations, the average accuracy shall be the arithmetic average of the percent registration at 10% of rated test current and at 100% of rated test current giving the 100% of rated test current registration a weight of four and the 10% of rated test current registration a weight of one.

13.3.2 Determination of Adjustment

Recalculation of bills shall be on the basis of actual monthly consumption except that if service has been measured by self-contained single-phase meters or three-wire network meters and involves no billing other than for kWhs, the recalculation of bills may be based on the average monthly consumption determined from the most recent thirty-six month's consumption data.

When average error cannot be determined by test because of failure of part or all of the metering equipment, it shall be permissible to use the registration of check metering installations, if any, or to estimate the quantity of energy consumed based on available data. The member-consumer must be advised of the failure and of the basis for the estimate of quantity billed. The periods of error shall be used as defined in immediately following Subsections A and B.

- A. Over-registration. If the date when over-registration began can be determined, such date shall be the starting point for determination of the amount of the adjustment. If the date when over-registration began cannot be determined it shall be assumed that the error has existed for the shortest time period calculated as one-half the time since the meter was installed, or one-half the time elapsed since the last meter test unless otherwise ordered by the board.

The over-registration due to creep shall be calculated by timing the rate of creeping and assuming that the creeping affected the registration of the meter for 25% of the time since the more recent of either metering installation or last meter test.

- B. Under-registration. If the date when under-registration began can be determined, it shall be the starting point for determination of the amount of the adjustment except that billing adjustment shall be limited to the preceding six months. If the date when under-registration began cannot be determined, it shall be assumed that the error has existed for one-half of the time elapsed since the more recent of either metering installation or the last meter test, except that billing adjustment shall be limited to the preceding six months unless otherwise ordered by the board. (i.e. mechanical failure)

The under-registration due to creep shall be calculated by timing the rate of creeping and assuming that this creeping affected the registration for 25% of the time since the more recent of either metering installation or last previous test, except that billing adjustment shall be limited to the preceding six months.

13.3.3 Refunds

If the recalculated bills indicate that five dollars (\$5) or more is due an existing member-consumer or ten dollars (\$10) or more is due a person no longer a member-consumer of the Cooperative, the Cooperative shall refund the full amount of the calculated difference between the amount paid and the recalculated amount. Refunds shall be made to the two most recent member-consumers who received service through the metering installation found to be in

error. In the case of a previous member-consumer who is no longer a member-consumer of the Cooperative, a notice of the amount subject to refund shall be mailed to such previous member-consumer at the last known address, and the Cooperative shall, upon demand, within three months thereafter refund the same. Refunds shall be completed within six months following the date of the metering installation test.

13.3.4 Back Billing

The Cooperative may not back bill due to under-registration unless a minimum back bill amount is specified in its tariff. The minimum amount specified for back billing shall not be less than, but may be greater than, five dollars (\$5) for an existing member-consumer or ten dollars (\$10) for a former member-consumer. All recalculations resulting in an amount due equal to or greater than the tariff specified minimum shall result in issuance of a back bill.

Back billings shall be rendered no later than six months following the date of the metering installation test.

13.3.5 Overcharges

When a member-consumer has been overcharged as a result of incorrect reading of the meter, incorrect application of the price schedule, incorrect connection of the metering installation or other similar reasons, the amount of the overcharge shall be adjusted, refunded or credited to the member-consumer. The time period for which the Cooperative is required to adjust, refund, or credit the member-consumer's bill shall not exceed five years unless otherwise ordered by the board. (i.e. clerical error such as wrong multiplier or wrong rate code)

13.3.6 Undercharges (IAC 20.4(14) f.)

When a member-consumer has been undercharged as a result of incorrect reading of the meter, incorrect application of the price schedule, incorrect connection of the metering installation or other similar reasons, the Cooperative may bill the amount of the undercharge to the member-consumer. The time period for which the Cooperative may adjust for the undercharge shall not exceed five years unless otherwise ordered by the board. The maximum back bill shall not exceed the dollar amount equivalent to the tariff rate for like charges (e.g., usage-based, fixed or service charges) in the 12 months preceding discovery of the error unless otherwise ordered by the board. (i.e. clerical error such as wrong multiplier or wrong rate code)

Neither section 13.3.4 nor 13.3.6 shall prevent the Cooperative from applying additional charges when the undercharge is the result of fraudulent practices of the member-consumer.

13.4 Grounds on Member-Consumer's Premises (IAC 20.2(4) u)

Where an accidental ground is found on the member-consumer's equipment, and thereupon removed, the Cooperative will estimate, from comparison with previous consumption, the member-consumer's normal consumption for each regular billing period during which the "ground" has been known to have existed, and will re-bill the member-consumer for the estimated normal consumption for each billing period at the standard price applicable to the particular installation, plus billing for the "lost energy". The "lost energy" due to the ground is assumed to be the difference between the measured consumption for any period and the estimated normal total consumption for that period as determined above. The member-consumer will be billed for such "lost energy" at the lowest price schedule applicable to the particular installation.

No adjustments will be made for a greater period than six months immediately preceding the detection of the ground on the member-consumer's equipment, regardless of evidence that such ground existed for a longer time, and no adjustment will be made unless the Cooperative has sufficient proof that the ground has existed and that the extra amount of energy was not used in some way by the member-consumer. (i.e. mechanical failure)

13.5 Special Metering Installation

The Cooperative shall have the right, at its option and at its expense, to place special meters or instruments on the premises of a member-consumer for the purpose of special tests of all, or part of the member-consumer's load. As described in Section 7.1, the Cooperative shall also have the right to install such equipment as may be necessary to perform certain functions from a remote location, such as disconnection and reconnection. (i.e. allow requirement of dual metering DG at Co-op cost)

Section 14 UNCOLLECTED ACCOUNTS (IAC 20.2(4) p)

The Cooperative will maintain a list of all accounts unpaid by the member-consumers who have previously obtained electric service from the Cooperative.

14.1 Service Reconnection

Prior to the reconnection of any member-consumer who owes the Cooperative for any past electric service, the member-consumer shall pay the past due account for electric service, plus a deposit for service as per Section 3.3.1, or as may reasonably be required for service for short periods or special occasions, unless an agreement has been made as applies in Section 6.

14.2 Collection Agency

The Cooperative reserves the right to use any process of law, including collection agents, to collect uncollected accounts from any member-consumer.

14.3 Right of Off-Set

The Cooperative reserves the right to off-set or deduct any amounts owed by the member-consumer to the Cooperative against amounts owed by the Cooperative to the member-consumer, including but not limited to patronage dividends.

Section 15 TEMPORARY DISCONNECTS**15.1 Definitions**

Temporary disconnection refers to a specified period of time during which service is not required by a member-consumer. This may be due to sickness, vacation, seasonal use or any other reason deemed to be adequate by the Cooperative for discontinuance of service.

15.2 Availability

Temporary disconnection of service for reasons stated in Subsection 15.1 may be obtained by written request to the Cooperative office. Requests are subject to all rules and charges pertaining to temporary disconnection. A member-consumer will not be eligible for temporary disconnection until the initial duration of time specified in the service contract, if any, has expired.

15.3 Iowa Electrician's Licensing and Inspection Program Requirements

A temporarily disconnected service which has been disconnected for 6 months or longer shall not be reconnected or energized until the installation passes an inspection conducted by the State of Iowa, a municipality or other governmental agency under the authority of the Iowa statewide electrician's licensing and inspection program. If the member contends the installation is exempt from such requirement, the Cooperative reserves the right to require a certificate be executed by the member and/or the applicable regulatory authority attesting to the exempt nature of the installation. (see section 9.2 IA Electrician's Licensing and Inspection Program Requirements)

15.4 Charges

If a member-consumer requests service discontinued temporarily, the Cooperative shall charge a disconnect fee and a reconnection fee. (See Schedule 29.10 Schedule of Other Fees)

In the event the duration of the discontinued service is 6 months or more, the member consumer shall pay an idle service minimum charge for each additional month until reconnected. (See Schedule 29.10 Schedule of Other Fees)

Section 16 IDLE SERVICES**16.1 Definitions**

An idle service charge will be applicable where the Cooperative, pursuant to an application for service to a given premise, has installed the necessary facilities to provide said electric service, but where the member-consumer or owner fails to accept and use said service within a reasonable time (i.e. one year); or if such member-consumer or owner, after having taken service at the given premises, thereafter discontinues service for an indefinite or extended period of time (i.e. one year). In either event, the Cooperative will, after due notice to the member-consumer or owner, by registered or certified mail, require the member-consumer or owner to pay an idle service charge in order to retain the Cooperative's facilities in readiness so that the said service may be available upon re-occupancy of the given premises.

16.2 Charges

The member-consumer or owner may retain the Cooperative's facilities in readiness for service for a twelve (12) month period by making a payment of an annual idle service charge within thirty (30) days of the date of the notice. The annual idle service payment will be applied to the carrying cost of the Cooperative's investment in the facilities at the monthly idle service rate per month for the months that service is not taken.

If service is again taken during the twelve (12) month period, the monthly idle service rate of the remaining balance of the annual idle service payment will be applied to the monthly bills for the time during which service is taken, or refunded in the event a party other than the one making the payment is reconnected.
(see 29.10 Schedule of Other Fees)

So long as the idle service charge is paid by the member-consumer or owner, the Cooperative's facilities shall remain in place. However, any time the member-consumer or owner refuses to pay the idle service charge, the member-consumer or owner shall be notified that the facilities may be removed from the given premises by the Cooperative whenever the Cooperative determines it is economical to do so.

16.3 Rebuilding

If the member-consumer or owner applies for restoration of service at the location after the facilities have thus been removed, then refer to section 5.

Section 17 SERVICE CALLS**17.1 Cooperative's Responsibility**

The Cooperative will make every reasonable effort to provide continuity of electric service, but the Cooperative does not guarantee continuity of electric service and shall not be held liable for interruption of electric service, shortage or insufficiency of service or irregularities of service. In no event shall the Cooperative be liable for consequential or punitive damages.

The Cooperative is responsible for servicing and maintaining all facilities up to the point of delivery, including the meter. Any damage to any lines or equipment, or any interruptions to electric service up to the point of delivery, will be restored as quickly as possible by the Cooperative's personnel and at the Cooperative's expense. The Cooperative will not be responsible for damages for any failure, interruption, shortage, or insufficiency of service, or irregularities of the supply of electricity, increase or decrease in voltage, or change in characteristics of electricity supply.

If the Cooperative deems it necessary, the Cooperative may interrupt the electric service to any member-consumer or group of member-consumers for the purpose of making repairs, changes, or improvements upon any part of the Cooperative's system. The Cooperative will make an effort to furnish reasonable notice of such interruption of electric service to member-consumers affected, when practicable.

17.2 Member-Consumer's Responsibility

It will be the member-consumer's responsibility to give prompt notice to the Cooperative any interruption, irregularity, or unsatisfactory electric service, or any damage or defect to the Cooperative's facilities known to the member-consumer. All wiring and equipment on the load side of the meter belongs to the member-consumer and is the member-consumer's responsibility to maintain. Member-consumers should call on independent electricians to make any necessary repairs or improvements to their wiring or equipment.

17.3 Charges

The Cooperative reserves the right to charge the member-consumer for the cost of the service trip including labor and materials if the member-consumer calls out the Cooperative's personnel to correct an interruption to service and the cause is found to be in the member-consumer's wiring or equipment.

17.4 Trip Charges

The Cooperative reserves the right to charge the member-consumer for the cost of a trip when it is necessary for a Cooperative representative(s) to travel to the member-consumer premise (or to the office if "remote after-hours disconnect") to collect a delinquent bill, disconnect, locate or for any reason other than the Cooperative's benefit. There are separate trip charges for during normal work hours and if any of the trip occurs on overtime. (see schedule 29.10 Schedule of Other Fees)

Section 18 RELOCATION OF FACILITIES**18.1 Cooperative's Facilities**

Should a member-consumer who is receiving adequate service request the Cooperative to move poles, wires, anchors, or guys or other facilities belonging to the Cooperative and such move will benefit only the member-consumer, then said move will be made only upon the condition that the member-consumer shall agree to pay all actual costs, including overhead charges, incidental to said move. A payment equal to the estimated costs shall be made in advance by said member-consumer. When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, a refund will be made to the member-consumer. When the advance is less than the actual costs incurred, the member-consumer will be sent a bill for the difference.

18.2 Member-Consumer's Facilities

All facilities on the load side of the meter belong to the member-consumer and are the member-consumer's responsibility to maintain. Member-consumers should call on independent electricians to make necessary relocations or improvements to the member-consumer's facilities.

Should a member-consumer request the Cooperative to move poles, wires, anchors, or guys or other facilities belonging to the member-consumer, said move will be made only when the work load of the Cooperative will permit it and upon the condition that the member-consumer shall agree to pay all actual costs, including overhead charges, incidental to said move. A payment equal to the estimated costs shall be made in advance by said member-consumer. When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, a refund will be made to the member-consumer. When the advance is less than the actual costs incurred, the person will be sent a bill for the difference.

18.3 Moving of Buildings

In case an application is made, including payment of an application fee, by a person who desires to have any of the lines of the Cooperative temporarily removed to facilitate the moving of large objects on the public highway or on private property, such person shall make application at least a month before the Cooperative is expected to temporarily raise or remove the lines.

Once the application is approved, the member must pay the full estimated cost, at least two weeks before the Cooperative is expected to temporarily raise or remove the lines. The minimum charge for any line move is outlined in Section 29.10 Schedule of Other

Fees of which the application fee may be credited toward the higher of the actual cost or this minimum charge.

After the cost of removal and replacement of lines has been determined, the balance of the cost, if any, will be billed or refunded to the applicant but in no case will be less than the minimum charge.

Section 19 USE OF COOPERATIVE'S FACILITIES BY MEMBER-CONSUMER AND OTHERS

19.1 Cooperative Facilities

The member-consumer or an agent shall not, without written consent of the Cooperative, use any of the poles, structures or other facilities of the Cooperative or wholesale service supplier of the Cooperative for fastening thereto, support or for any other purpose whatsoever, nor shall the member-consumer locate anything in such proximity to the aforesaid facilities of the Cooperative or wholesale service supplier of the Cooperative so as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith.

19.2 Meter Pole

The Cooperative will furnish, install, and maintain a meter pole at the point of delivery of electric service where same is necessary. The member-consumer or an agent may install on the said meter pole such wiring or appurtenance thereto as are required to provide the necessary electric service to the premises, provided that the installation is in accordance with these rules and regulations (including compliance with standards required by the National Electric Code as adopted by the Iowa Utilities Board and applicable state and local authorities).

19.3 Poles Owned by Cooperative Other Than Meter Poles

The member-consumer or an agent shall not be permitted to install any wiring or equipment on any pole of the Cooperative, other than the meter pole, except by special written agreement with the Cooperative.

19.4 Non-Liability of Cooperative

The Cooperative assumes no liability for unauthorized attachments, equipment or appurtenances whether attached by individuals or companies and upon becoming aware of such attachments will remove same after sixty (60) days notification. In case the Cooperative personnel become aware of illegally attached lines, equipment or appurtenances which are of a hazardous nature to life, limb or property, such attachments may be removed immediately by the Cooperative without notification.

Section 21 LIGHTING SERVICE**21.1 Definitions**

Premise Outdoor Lighting Service shall be defined as dusk-to-dawn outdoor lighting service, including a photo-electrically controlled LED lighting unit, available to any classification of electric service in close proximity to existing secondary lines of the Cooperative or to the member-consumer's wiring system.

Public Street and Highway Lighting Service shall be defined as electric service, including photo-electrically controlled LED lighting unit to a single point of connection for dusk-to-dawn outdoor lighting of highway intersections, railroad crossings, highway curves, highway roadside parks, public parks, and other public places: or, for traffic, railroad crossings or other signal system devices and outdoor and roadside advertising signs.

21.2 Availability

Premise Outdoor Lighting Service is available to all member-consumers.

The Cooperative shall own, furnish, install, operate and maintain the outdoor lighting equipment, including: lamp, luminary, bracket attachment, and control device on an existing meter pole or on a pole provided for by the member-consumer and approved by the Cooperative on the premises. Under no circumstances shall the lighting equipment be mounted on a building, windmill tower, or somewhere other than a pole, so that the lighting equipment can be readily serviced and maintained by the Cooperative's personnel.

The light must be controlled automatically and be located within two feet (2') of the Cooperative's or the member-consumer's existing 120 volt facilities. If not, the cost of any additional wiring, poles and labor shall be paid for by the member-consumer.

The lighting equipment shall remain the property of the Cooperative and the member-consumer shall protect the lighting equipment from deliberate or malicious damage.

21.3 Maintenance of Outdoor Lighting Equipment

The Cooperative shall maintain the said lighting equipment, at no cost to the member-consumer as promptly as practicable during regular working hours after the member-consumer has notified the Cooperative of the need for maintenance of the lighting equipment.

Any damage to the lighting equipment resulting from deliberate, malicious causes from vandalism shall be paid for by the member-consumer.

21.4 Charges

The Cooperative will own the lighting equipment as set forth by these rules and regulations and will connect the said lighting equipment on the Cooperative's member-consumer's side of the meter. The electrical energy consumed by the said lighting equipment will be registered on the meter, and the member-consumer shall pay for same under the applicable price schedule as for the rest of the electrical energy consumed by the member-consumer on the given premises. In addition, the member-consumer shall pay a monthly rental charge for the use of said lighting equipment as set forth under the applicable price schedule. If the member-consumer desires the said lighting equipment to be removed or fails to pay the monthly rental charge, the Cooperative shall remove said lighting equipment.

21.5 Member-Consumer Permission

The member-consumer shall allow authorized representatives of the Cooperative to enter upon the member-consumer's given premises to install said lighting equipment, for the maintenance of said lighting equipment, and to trim trees and/or shrubbery as necessary for an adequate lighting pattern, and for the removal of said lighting equipment upon request of the member-consumer or upon termination of the service.

21.6 Disclaimer of Liability/Limitation of Liability

Although the Cooperative has agreed, pursuant to this tariff, to provide certain maintenance for Private Outdoor and Public Street and Highway Lighting Service equipment, the Cooperative does not have the ability to continuously monitor the equipment and disclaims any and all liability from such maintenance activities or the failure to perform such activities, whether the lighting equipment is owned by the Cooperative or the member-consumer. The Cooperative makes no guarantees or assurances as to the availability, adequacy, or operation of the Lighting equipment provided pursuant to this tariff. The member-consumer is encouraged to notify the Cooperative if the member-consumer believes the Lighting equipment needs maintenance or is inadequate for the member-consumer's needs.

Section 22 SPECIAL CONDITIONS OF SERVICE

22.1 Corrective Equipment

Welders, hoists, grain dryers, and other equipment, where the use of electricity is intermittent, or the load fluctuates rapidly, shall be installed and used in such a manner as to not adversely affect voltage regulation or impair the Cooperative's service to other member-consumers. When such equipment creates fluctuating voltage or power factor conditions, or any other disturbance detrimental to service to other member-consumers or to the Cooperative's use of its own equipment, the member-consumer shall be required to install and maintain, at the member-consumer's expense, suitable corrective equipment to eliminate said detrimental effects.

22.2 Arc Welding Installations

The Cooperative recommends, for small intermittent use, only those welders meeting NEMA standards, with power factor correction, operating at 230 volts, and a maximum of 180 amperes output current. Larger welders will be considered by the Cooperative upon application by the member-consumer.

22.3 Requirements for Electric Motors

22.3.1 Safety Requirements

All installations of power loads on the Cooperative's system shall conform to the safety rules and regulations set forth in the National Electrical Code and such other codes and specifications as may be applicable, and to any other requirements of the Cooperative.

22.3.2 Protective Devices

The member-consumer shall be required to provide suitable protective devices so that the motors and equipment to which they are connected will be protected from injury and from improper or dangerous operation in case of overload, loss of voltage, low voltage, single-phasing of poly-phase motors, reversal of phase rotation of poly-phase motors, or the reestablishment of normal service after any of the above. The Cooperative is not responsible for motor damage caused by any of the above conditions.

22.3.3 Large Motor Applications

No 230-volt motor with inrush current in excess of 260 amperes shall be installed without application by the member-consumer and the express approval of the Cooperative. The Cooperative reserves the right to limit the number and size of motors installed on a single-phase service.

22.3.4 Starting Equipment

The member-consumer and/or an agent shall contact the Cooperative regarding requirements for motor starting equipment, protective equipment, wiring, and other motor specifications.

22.3.5 Maximum Single-Phase Loads

In each case where the simultaneous single-phase load is about to exceed the capability of the installed transformer, it shall be the responsibility of the member-consumer to make arrangements with the Cooperative for the installation of a suitable transformer before such simultaneous load exceeds the capability of the presently installed transformer. The Cooperative reserves the right to limit the capacity of any single-phase service when, in its judgment, such service will impair the service to other member-consumers or such service shall exceed the capacity of the Cooperative facilities.

22.4 Standby Generators

No other source of supply of electricity shall be introduced or used by any member-consumer in conjunction with electric service supplied by the Cooperative without prior approval of the Cooperative.

If standby facilities are to be employed, a single-change-over switch or relay of adequate capacity shall be provided and so connected that the Cooperative lines cannot become energized by a standby power under any conditions.

22.5 New Structure Energy Conservation Standards (IAC 36.7)

The Cooperative shall not provide electric service to any structure completed after April 1, 1984, unless the owner or builder of the structure has certified to the Cooperative that the building conforms to the energy conservation requirements adopted under Iowa Administrative Code 661-303. If this compliance is already being certified to a state or local agency, a copy of that certification shall be provided to the utility. If no state or local agency is monitoring compliance with these energy conservation standards, the

owner or builder shall certify that the structure complies with the standards by signing a form provided by the Cooperative. No certification will be required for structures that are not heated or cooled by electric service, or are not intended primarily for human occupancy. (Referenced in Section 5.3.5)

Section 23 COMPLAINTS (IAC 20.2(4) y)**23.1 Member-Consumer Complaints**

Member-Consumer complaints received by mail, telephone or in person shall be acted upon promptly. The Cooperative's telephone number is answered continuously for the handling of problems or complaints of an emergency nature.

The Cooperative's telephone number is answered Monday through Friday, to handle routine business complaints and other communications.

Upon receipt of a complaint, it shall be promptly transmitted to the department assigned to handle complaints of such nature. Such action as necessary to resolve the problem shall be made promptly by mail, telephone or personal contact. Any complaints or concerns regarding stray voltage will be addressed as set forth in the Iowa Stray Voltage Guide, which can be obtained by contacting the Cooperative or through: www.iowastrayvoltageguide.com.

Member-consumers unable to travel will not be denied the right to be heard. Provision is made for Cooperative personnel to contact member-consumers at their residence in the assigned service area during regular working hours.

23.2 Records

Records concerning resolution of routine service problems and complaints shall be filed in the member-consumer's personal file at the Cooperative Headquarters Office.

Records concerning resolution of complaints of major consequences shall be filed in a complaint file maintained at the Cooperative Headquarters Office.

In case the complaint cannot be resolved, the member-consumer or the Cooperative may refer the problem to the Iowa Utilities Board for resolution of the issues.

Section 24 INSPECTION OF ELECTRICAL PLANT (IAC 25.3)

24.1 Periodic Inspection

The Cooperative will periodically inspect all of its electric plant in accordance with the IAC 199--25.3 in order to determine the necessity of replacement and repair. The Cooperative or a representative engaged by the Cooperative shall investigate any stray voltage complaints as set forth in the Iowa Stray Voltage Guide, including conducting the testing described therein. The Guide can be obtained by contacting the Cooperative or through: www.iowastrayvoltageguide.com.

24.2 Inspection forms

In addition to other inspection procedures, each vehicle operated by the Cooperative shall have as standard equipment a memorandum record, whereby representatives of the Cooperative shall record any deficiencies requiring replacement and repair.

24.3 Filing

Such memorandums of deficiency shall be regularly filed at the office of the Cooperative, and maintained as a record, including the corrective action taken.

24.4 Construction and Maintenance

The Cooperative will construct and maintain its electric plant in accordance with good engineering practice and applicable regulations of the Iowa Utilities Board and the laws of Iowa.

Proper maintenance of the Cooperative's facilities may necessitate the clearing or trimming of trees, shrubbery and other vegetation within the vicinity of said facilities. Member-consumer shall grant to the Cooperative the right to trim and clear trees, shrubbery and other vegetation which may be located on the premises of the member-consumer in accordance with the applicable industry standards adopted by the Cooperative.

25.2 Definitions

Unless otherwise defined herein, terms used shall have the same meaning as defined in 199 IAC 45.1.

“Avoided Costs” means the incremental costs to the Power Supplier of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities by the Cooperative, the Power Supplier would generate itself or purchase from another source in order to serve Cooperative. The Cooperative purchases all of its power requirements from its Power Supplier through G&T. Cooperative’s avoided costs shall therefore equal those of Power Supplier and Power Supplier shall be responsible for calculating the Cooperative’s Avoided Costs.

25.3 Requirements for Interconnection

All facilities shall meet certain requirements to be eligible for interconnection pursuant to the terms and conditions of this section. The Cooperative shall assist the applicant in determining the appropriate level of review process required for the interconnection. The Cooperative has developed 4 levels of review process. The appropriate level generally depends upon the size and type of generator and the type of interconnection requested. The levels of review are described in Section 25.5 of this tariff.

25.3.1 Application for Interconnection

The applicant shall submit an application and any associated fees to the Cooperative, using the application form provided by the cooperative (Level 1 or Level 2 - 4). The applicant shall contact the Cooperative with any questions regarding interconnection.

25.3.2 Acceptable Interconnection Standards

Permission to interconnect with the Cooperative electric system is contingent upon the following conditions:

- A. The member-consumer shall comply with acceptable standards for interconnection, safety, and operating reliability. Acceptable standards include the most current revisions of the following, as adopted in the Iowa Administrative Code section 199-15.10(1) in order to be eligible for interconnection to the Cooperative electric system:
 - 1. Standards for Interconnecting Distributed Resources with Electric Power Systems, IEEE Standard 1547. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
 - 1) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems - IEEE Standard 519-2014;
 - and,

2) IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.

2. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
3. National Electrical Code, ANSI/NFPA 70-2014.

- B. The member-consumer facility shall meet the standards for interconnection as set forth in the Cooperative's Interconnection Agreements and the attachments thereto. Said Agreements are available by contacting the Cooperative.
- C. The member-consumer shall agree to indemnify and defend the Cooperative, G&T, Power Supplier, and their representatives against liability for any injuries or damages caused by the operation of the member-consumer's equipment or by any failure of the member-consumer to maintain such equipment in satisfactory or safe operating condition. The member-consumer will arrange for and maintain liability insurance with limits of not less than those set forth in the Interconnection Agreements, with the insurance requirements varying depending upon the size of the interconnecting generator. Failure to maintain required insurance or proof of financial responsibility shall be cause for disconnection. The Cooperative and G&T shall be named as additional insureds, to the extent specified in the Interconnection Agreements.
- D. The member-consumer shall reimburse the Cooperative or G&T for costs incurred by the Cooperative or G&T for all costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Cooperative or G&T directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility (or qualifying alternate energy production facilities, or qualifying small hydro facilities), to the extent the costs are in excess of the corresponding costs which the Cooperative or G&T would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.
- E. The member-consumer shall agree to discontinue sales to Cooperative/G&T/Power Supplier when, due to operational circumstances, purchases from the member-consumer will result in Power Supplier costs greater than those which Power Supplier would incur if it did not make such purchases, but instead generated an equivalent amount of energy, provided,

To remain in Level 2, the following screens must be met:

- For interconnection to a radial distribution circuit, the total of all DG connected may not exceed the lesser of 15% of the maximum load normally supplied by the circuit or 30% of the minimum daytime load normally supplied by the circuit.
- The proposed DG, in aggregation with other DG on the distribution circuit, may not contribute more than 10% to the circuit's maximum fault current at the point on the primary line nearest the point of interconnection.
- The proposed DG, in aggregation with other DG on the circuit, shall not cause any electric utility distribution devices to be exposed to fault currents exceeding 90% of their short-circuit interrupting capability.
- When a DG facility is to be connected to a 3-phase, 3 wire primary line, a 3-phase or single-phase generator shall be connected phase-to-phase.
- When a DG facility is to be connected to a 3-phase, 4 wire primary line, a 3-phase or single-phase generator shall be connected line-to-neutral and shall be grounded.
- For interconnection on a single-phase shared secondary line, the aggregate generation capacity on the line will not exceed 20 kVA.
- When the DG facility is single-phase and proposes to interconnect on a center tap neutral of a 240-volt service, its addition may not create an imbalance between the 2 sides of the 240-volt service of more than 20% of nameplate rating of the service transformer.
- A DG facility, in aggregate with other DG facilities interconnected to the distribution side of a substation transformer feeding the circuit where the facility proposed to interconnect, may not exceed 10 MVA in an area where there are transient stability limitations.
- Utility shall not be required to construct any facilities on its own system to accommodate the DG facility's interconnection, except minor modifications following agreed upon additional review.
- For interconnection to a spot network, DG will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year

Level 3

Level 3 Application and Agreement shall be used for evaluating interconnection requests to area networks and radial distribution circuits where power will not be exported based on the following criteria.

- a. For interconnection requests to the load side of an area network, the following criteria shall be satisfied to qualify for a Level 3 expedited review:
 - (1) The applicant has filed a Level 3 application; and

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Section 27 FORMS AND CONTRACTS (20.2(4) e, f, g)

Copies of applicable forms and contracts are available for customer-owner review by contacting the Cooperative.

Levels of Member Participation and Rate

Members shall enter into a contract agreeing to purchase a specified number of blocks of Green Power, with blocks being sold in 100 kWh blocks, with a minimum commitment of 12 months (100 kWh/mo. x 12 months). The monthly rate for new subscriptions to the Green Power blocks shall be subject to adjustment on a quarterly basis. Please refer to Section 29.10 Schedule of Other Fees for the current rate per 100 kWh block per month. It is intended that this rate will generally mirror the rate the Cooperative pays for the Green Power sold under this Program. Blocks purchased by the Cooperative in anticipation of sales to members may be banked for a period of up to 12 months. New contracts for purchases will be available on a quarterly basis.

Forms

The Cooperative intends to notify customers of the program in its newsletter, on its web page, at member meetings, and verbally in response to customer inquiries.

Southern Iowa Electric Cooperative, Inc.

Electric Tariff

Filed with Iowa Utilities Board

_____ Revised

Cancels _____

Section 29 PRICES

Sheet No. 143

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