

## **STATEMENT OF OPERATIONS**

Eastern Iowa Light and Power Cooperative (Cooperative) of Wilton, Iowa, is a cooperative corporation organized under the provisions of Chapter 499, Code of Iowa. The Cooperative provides electric distribution service in parts of Jackson, Jones, Linn, Clinton, Scott, Cedar, Johnson, Washington, Muscatine, Louisa, Henry, and Des Moines counties, Iowa. Membership is available non-discriminatorily to all persons within the Cooperative assigned service area. Each member-consumer has one vote, and the Cooperative's affairs are conducted by a Board of Directors who are elected from among the members-consumers by the members-consumers.

This document contains the Cooperative's written policies which govern the supply and receipt of electrical energy for good service, safety, and the well-being of the member-consumer and the Cooperative. Additionally, they contain the prices and charges collected for rendering of electric service. They are subject to periodic change and are issued in compliance with Iowa Code Chapter 476.

As an electric cooperative, the Cooperative is not subject to Iowa Utilities Board regulation, except for regulatory action pertaining to items identified in Iowa Code 476.1A, of which relevant to this tariff include:

- a. Safety and engineering standards for equipment, operations, and procedures.
- b. Filing of alternative energy purchase program plans with the Iowa Utilities Board, and offering such programs to members, pursuant to Iowa Code section 476.47.
- c. Disconnection of service and winter moratorium pursuant to Iowa Code sections 476.20(1) through 476.20(4).
- d. Discrimination against renewable energy pursuant to Iowa Code section 476.21.
- e. Annual energy costs to be provided pursuant to Iowa Code section 476.56.
- f. Energy-efficient lighting pursuant to Iowa Code section 476.62.
- g. Customer contribution fund pursuant to Iowa Code section 476.66.

The Iowa Utilities Board has adopted rules to implement Iowa Code 476.1A. These rules are contained in the Iowa Administrative Code (IAC). The IAC chapters relevant to this tariff include 199 IAC Chapters 15 and 27.

For purposes of this document, Articles 1 through 6 below are subject to Iowa Utilities Board regulations and have the effect of law pursuant to Iowa Code chapter 476. Articles 7 through 17 are subject to local control of the Cooperative's board of directors and are not subject to Iowa Utilities Board jurisdiction.

Certain provisions in 199 IAC Chapter 27; which establish requirements for engineering practice, metering, service quality standards, safety, reliability, and outage notification; are not included within this tariff. The Cooperative maintains additional documents which address these jurisdictional areas, including a reliability plan, reliability report, inspection and maintenance plan, and meter testing plan. The Cooperative will provide member-consumers with a copy of these documents upon request.

## **Definitions**

Throughout this document, certain unique terms are used consistently. To ensure proper understanding of these terms, certain definitions have been listed below. All other terms have their ordinary meaning.

"Cooperative" means the Eastern Iowa Light and Power Cooperative, which furnishes electric service under these rules and regulations.

"G&T" means Central Iowa Power Cooperative, a generation and transmission cooperative. Cooperative is a member of G&T and obtains its wholesale power from G&T.

"Applicant" means a person, partnership, association, firm, public or private corporation, or governmental agency applying for Cooperative membership to receive electric service supplied by Cooperative.

"Member-consumer" means a person, partnership, association, firm, public or private corporation, or governmental agency whose application for membership has been approved by Cooperative's Board of Directors and who is receiving, capable of receiving, or will receive electric service supplied by Cooperative.

"Premises" means the tract of land, building, part of a building, or facility to which electric service is provided. Each freestanding residential dwelling constitutes a separate premises even though they may have common ownership.

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## **Article 1     BILL PAYMENT (27.3(3))**

### **1.1     Billing (27.3(3))**

Cooperative shall provide Member-consumer with a bill. The bill is considered provided to Member-consumer when deposited in the U.S. mail with postage prepaid or sent by electronic mail to Member-consumer, if agreed to by Member-consumer. If delivery is by other than U.S. mail, the bill is considered provided when delivered to Member-consumer's last-known address or electronic mail address.

### **1.2     Delinquency Date (27.3(3))**

If Member-consumer is billed monthly, Member-consumer shall have no less than 20 days from the date the bill is provided to make payment before the bill may be considered delinquent.

If Member-consumer is billed more frequently than monthly, Member-consumer shall have no less than 5 days from the date the bill is provided to make payment before the bill may be considered delinquent. However, no late payment charge may be assessed if payment is received within 20 days of the bill being provided.

If the delinquency date is a Saturday, Sunday or legal holiday, Member-consumer will receive an additional working day to make payment without a late payment charge.

If Member-consumer pays the bill by check or other negotiable instrument where the funds are not immediately available, payment is not considered received until the negotiable instrument has been honored by the financial institution upon which the instrument is drawn. If the instrument is not honored, the payment will be deemed late, and a late payment charge will apply.

### **1.3     Partial Payment (27.3(3)c)**

If Member-consumer makes timely partial payment and does not designate the service or product for which payment is made, payment shall be credited pro rata between the utility bill and related taxes.

### **1.4     Late Payment Charge (27.3(3)b; Iowa Code 476.54)**

If Member-consumer fails to pay Member-consumer's bill on or before the delinquency date, a late payment charge of 1.5 percent per month of the past due amount will be added to the bill. Cooperative shall not levy any collection fee in addition to a late payment charge; however, Cooperative may levy cost-justified fees for disconnection and/or reconnection of service.

### **1.5     Late Payment Forgiveness (27.3(3)d)**

Once each calendar year, Member-consumer shall receive one late payment charge forgiveness. Cooperative will show forgiveness use on Member-consumer's subsequent bill statement. Such forgiveness will not affect Member-consumer's credit rating.

#### **1.6 Change of Delinquency Date (27.3(3)a)**

If Member-consumer receives residential service or Member-consumer's consumption is less than 3,000 kWh per month, Member-consumer's delinquency date shall be changeable for cause in writing, such as, but not limited to, fifteen days from the approximate date each month upon which income is received by the person responsible for payment. However, the delinquency date delay will not be more than 30 days beyond the previous bill preparation date.

#### **1.7 Failure to Receive Bill**

If Member-consumer fails to receive a bill, Member-consumer may contact Cooperative to request a copy. Member-consumer shall not be entitled to forgiveness of any charge due to non-timely payment for failure to receive a bill, provided Cooperative has, in the case of a bill sent by U.S. mail, deposited the bill in the U.S. mail properly addressed to Member-consumer's last known address or, in the case of a bill sent electronically, properly sent the bill to an email address identified by Member-consumer in a writing evidencing Member-consumer's consent to delivery of the bill electronically.

#### **1.8 Parties Responsible for Payment**

Only those persons who are signatories to the Membership application, shall be jointly and severally liable for all bills for service at said premises. Cooperative cannot require other adult residents to be listed on the Membership application.

## **Article 2      PAYMENT AGREEMENTS**

### **2.1    Procedure**

If Member-consumer's bill is not paid by the due date, Cooperative shall notify Member-consumer that the bill is delinquent, a late payment charge will apply, and disconnection/collection procedures will be instituted as explained in Article 1. Cooperative shall comply with all applicable regulatory requirements for any disconnection.

### **2.2    First Payment Agreement (27.3(2))**

#### **2.2.1    Availability (27.3(2)a)**

If Member-consumer receives residential service and cannot pay in full a delinquent bill for electric service and electric service has not been disconnected and is not in default of a payment agreement with Cooperative, then Cooperative will offer Member-consumer an opportunity to enter into a reasonable payment agreement. Cooperative must make the offer prior to disconnection.

#### **2.2.2    Reasonableness (27.3(2)b)**

The payment agreement reasonableness is determined by considering the current household income, ability to pay, payment history (including prior defaults on similar agreements), bill size, the amount of time and reasons why the bill is outstanding, and any special circumstances creating extreme hardships within the household. Cooperative may require Member-consumer to confirm financial difficulty with an acknowledgement from the department of human services or another agency.

#### **2.2.3    Terms (27.3(2)c(1))**

The payment agreement will spread payments evenly over at least 12 months by paying specific amounts at scheduled times. The agreement will require payment of the current account. Cooperative may also require Member-consumer to utilize budget billing to pay the current bill.

If Member-consumer makes the agreement in person, Cooperative will provide Member-consumer with a signed copy of the agreement.

Cooperative may allow Member-consumer to make the agreement over the telephone or through electronic transmission. If Member-consumer makes the agreement over the telephone or through electronic transmission, Cooperative shall provide Member-consumer with a written document reflecting the agreement terms and conditions within three days of entering into the oral or electronic agreement. The document will be considered provided to Member-consumer when addressed to 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 provided to Member-consumer when delivered to Member-consumer's last-known address. The document will state that unless Member-consumer notifies Cooperative within ten days from the date the document is provided, Member-consumer will be deemed to accept the terms as reflected in the written document. The document will also include the address and a toll-free or collect telephone number where a Cooperative qualified representative can be reached. Once the first payment required by the agreement is made by Member-consumer, or on behalf of Member-consumer, the oral or electronic agreement is deemed accepted.

Cooperative shall grant Member-consumer at least one late payment which is made four days or less beyond payment due date and the first payment agreement shall remain in effect.

Member-consumer is not required to make an up-front payment as a condition of entering into a first payment agreement.

Member-consumer may pay off delinquent amount early without incurring any prepayment penalties.

Cooperative shall not charge interest or late payment charges on the payment agreement amount so long as Member-consumer adheres to the payment agreement terms.

### **2.3 Second Payment Agreement (27.3(2)c(2))**

Cooperative will offer Member-consumer a second payment agreement if Member-consumer is in default of a first payment agreement and has made at least two consecutive full payments under the first payment agreement. Cooperative must offer the second payment agreement prior to disconnection. The second payment agreement will include the same terms and conditions as and must be for the same length as or longer than the first payment agreement. Member-consumer may be required to make the first payment up-front as a condition of entering into the second payment agreement. Cooperative may offer additional payment agreements to Member-consumer.

### **2.4 Refusal by Cooperative (27.3(2)d & e)**

Member consumer may offer Cooperative a proposed payment agreement. Cooperative may refuse the offer orally, but Cooperative must provide a written refusal to Member-consumer, stating the reason(s) for refusal, within three days of oral refusal. The written refusal is considered provided to Member-consumer when addressed to 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 is considered provided to Member-consumer when handed to Member-consumer or when delivered to Member-consumer's last-known address.

### **2.5 Request for Assistance (27.3(2)e)**

Member-consumer may ask the Iowa Utilities Board for assistance in working out a reasonable payment agreement. The request for assistance must be made to the Iowa Utilities Board within ten days after Cooperative provides written refusal. During the review of this request, Cooperative shall not disconnect the service.

## **Article 3      ELECTRIC SERVICE DISCONNECTION (27.4)**

### **3.1    Electric Service Disconnections Prohibited (27.4(3))**

Cooperative shall not disconnect electric service from November 1 through April 1 to a resident who has been certified to Cooperative by the local community action agency as eligible for either the low-income home energy assistance program or weatherization assistance program.

If Cooperative is notified 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, Cooperative shall not disconnect the residence during the deployment or prior to 90 days after deployment end.

### **3.2    Electric Service Disconnection (27.4(1))**

Cooperative may disconnect Member-consumer's electric service as provided in this tariff and the Iowa Administrative Rules. Cooperative will provide Member-consumer the charges for disconnection and reconnection upon request.

#### **3.2.1    Electric Service Disconnections without Notice (27.4(1)a)**

Cooperative may disconnect electric service without notice to Member-consumer:

- a.    If a condition on Member-consumer's premises is hazardous, as determined by Cooperative.
- b.    If Member-consumer's use of equipment adversely affects Cooperative's equipment or Cooperative's service to others.
- c.    For tampering with the equipment furnished and owned by Cooperative. For this purpose, a broken or absent meter seal alone shall not constitute tampering.
- d.    For unauthorized use.

#### **3.2.2    Electric Service Disconnections with Notice (27.4(1))**

Cooperative may disconnect electric service to Member-consumer, after providing proper written notice of the pending disconnection:

- a.    For violation of or noncompliance with Cooperative's electric service rules.
- b.    For Member-consumer's failure to furnish service equipment, permits, certificates, or rights-of-way which are specified to be furnished in Cooperative's rules 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 Member-consumer's failure to fulfill the contractual obligations imposed as conditions of obtaining service.

- c. For Member-consumer's failure to permit Cooperative reasonable access to Cooperative's equipment.
- d. For nonpayment of a bill or deposit, except as restricted by the Iowa Administrative Code Section 199--27.3, provided Cooperative has complied with the following provisions:
  - 1. **Reasonable Opportunity.** Member-consumer is given a reasonable opportunity to dispute the reasons for disconnection.
  - 2. **12 Day & 1 Day Notice.** Member-consumer, and any other person or agency designated by Member-consumer, is sent written notice that Member-consumer has at least 12 days in which to settle the account to avoid disconnection and a written summary of the rights and responsibilities available.

If Member-consumer is billed more frequently than monthly pursuant to Iowa Administrative Code 199—27.4(1)b, Member-consumer does not receive 12-day notice but is given posted written 24-hour notice to settle the account to avoid disconnection with a written summary of the rights and responsibilities.

All written notices 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 Member-consumer's account, and previous contacts with Cooperative.

- 3. **Diligent Attempt to Contact.** When disconnecting service to a residence, Cooperative will make a diligent attempt to contact Member-consumer or other party responsible for service payment, by telephone or in person, to inform Member-consumer of the pending disconnection and Member-consumer's rights and responsibilities. From November 1 through April 1, if the contact attempt fails, the premises shall be posted at least one day prior to disconnection with a notice informing Member-consumer of the pending disconnection and rights and responsibilities available to avoid disconnection.

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

attempt to contact the landlord at least 48 hours prior to disconnection.

If Member-consumer's disconnection will affect occupants of residential units leased from Member-consumer, the premises of any building known by 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 Cooperative of ownership.

4. **Disputed bill.** If Member-consumer receives a disconnection notice and disputes a portion of the electric service bill, Cooperative may require Member-consumer to pay the undisputed portion of the bill pending settlement and thereby avoid disconnection of service. Cooperative shall delay disconnection for nonpayment of the disputed bill for up to 45 days after providing the bill if Member-consumer pays the undisputed amount. The 45 days shall be extended by up to 60 days if requested of Cooperative by the Iowa Utilities Board in the event Member-consumer files a written complaint with the Iowa Utilities Board in compliance with IAC 199—Chapter 6.
5. **Disconnection and Reconnection Time.** If Member-consumer receives residential service, disconnection may occur only between the hours of 6 a.m. and 2 p.m. on a weekday and not on weekends or holidays. If Member-consumer makes payment or other arrangements during normal business hours, all reasonable efforts shall be made to reconnect electric service for Member-consumer that day. If Member-consumer makes payment or other arrangements after normal business hours, all reasonable efforts shall be made to reconnect electric service for Member-consumer not later than 11 a.m. the next day. Cooperative may charge only a cost-based disconnection or reconnection charge; however, a higher charge may be assessed for reconnection outside normal business hours.
6. **Severe cold weather.** 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 when the actual temperature or the 24-hour forecast of the National Weather Service for the residence's area is predicted to be 20 degrees Fahrenheit or colder. In any case where Cooperative has posted a disconnect notice in compliance with subparagraph 27.4(1) but is precluded

from disconnecting service because of a National Weather Service forecast, 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 Member-consumer has paid in full the past due amount or is otherwise entitled to postponement of disconnection.

7. **Health of a resident.** If Member-consumer receives residential service, disconnection shall be postponed if disconnection would present an especial danger to the health of any permanent resident. 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.

Cooperative may require written verification of the especial danger to health by a physician or a public health official, including the endangered person's name; 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 health danger nature; and approximately how long the danger will continue. Initial verification by the verifying party may be by telephone if written verification is forwarded to Cooperative within five days.

Verification shall postpone disconnection for 30 days. If 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 proper verification is thereafter made in accordance with the foregoing provisions. If Member-consumer does not enter into a reasonable payment agreement for the retirement of the account unpaid balance within the first 30 days and does not keep the current account paid during the period that the unpaid balance is to be retired, Member-consumer is subject to disconnection.

8. **Winter energy assistance (November 1 through April 1).** If Cooperative is informed that Member-consumer's household may qualify for winter energy assistance or weatherization funds, there shall be no service disconnection for 30

days from the date Cooperative is notified to allow 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 Cooperative by the community action agency as eligible for either the low-income home energy assistance program or weatherization assistance program.

Cooperative will, prior to November 1, mail Member-consumer 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.

9. **Deployment.** If Cooperative 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, Cooperative shall not disconnect the residence during the deployment or prior to 90 days after deployment end.
- e. **Abnormal electric consumption.** If Member-consumer is subject to disconnection for nonpayment and has electric consumption which appears to Member-consumer to be abnormally high, Member-consumer may request Cooperative to assist in identifying the factors contributing to this usage pattern and to suggest remedial measures. Cooperative shall assist 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 Member-consumer.
- f. **Payment Agreement Default.** Cooperative may disconnect electric service after 24-hour notice and without written 12-day notice for Member-consumer's failure to comply with the terms of a payment agreement.

### **3.3 Member-consumer Rights and Responsibilities to Avoid Disconnection (27.4(2))**

The following is a summary of Member-consumer's rights and responsibilities under the Iowa Utilities Board's rules to avoid utility service disconnection.

#### **MEMBER 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 Members 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 shall offer you a payment plan which 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 Members Only)**

- a. Applications are taken at your local community action agency. If you are unsure where to apply, dial 2-1-1 or 1-800-244-7431, or visit [humanrights.iowa.gov/dcaa](http://humanrights.iowa.gov/dcaa). To prevent disconnection, you must contact the utility prior to disconnection of your service; or
- b. To avoid disconnection, you must apply for energy assistance or weatherization 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.
- c. 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 Members 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 premises 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 make other arrangements with the utility. (See #2).
- b. If you make your payment during 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 (or insert Cooperative's name)?**

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](mailto:customer@iub.iowa.gov). Low-income members may also be eligible for free legal assistance from Iowa Legal Aid and may contact Legal Aid at 1-800-532-1275.

**Article 4     DISTRIBUTED GENERATION INTERCONNECTION STANDARDS****4.1     Acceptable Interconnection Standards (15.10(1))**

Member-consumer's electric generating equipment shall be designed, operated, and maintained to not adversely affect Cooperative's or G&T's system or their service to other member-consumers.

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) to be eligible for interconnection to Cooperative's or G&T's electric system:

- a. Standards for Interconnecting Distributed Resources with Electric Power Systems, ANSI/IEEE Standard 1547. For guidance in applying IEEE Standard 1547, Cooperative may refer to:
  - i. IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems - IEEE Standard 519-2014; and,
  - ii. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.
- b. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
- c. National Electrical Code, ANSI/NFPA 70-2014.

**4.2     Facility Interconnection (15.10(3))**

1. A distributed generation facility placed in service after July 1, 2015, is required to have installed a disconnection device. The disconnection device shall be installed, owned, and maintained by the distributed generation facility owner and shall be easily visible and adjacent to Member-consumer's electric meter at the facility. Disconnection devices are considered easily visible and adjacent: for a home or business, up to ten feet away from the meter and within the line of sight of the meter, at a height of 30 inches to 72 inches above final grade; or for large areas with multiple buildings that require electric service, up to 30 feet away from the meter and within the line of sight of the meter, at a height of 30 inches to 72 inches above final grade. The disconnection device shall be labeled with a permanently attached sign with clearly visible letters that give procedures/directions for disconnecting the distributed generation facility. The disconnection device must provide a visible break or opening and must be capable of being locked open.
  - a. If Member-consumer has distributed generation facilities installed prior to July 1, 2015 and adds generation capacity to its existing system which does not require upgrades to the electric meter or electrical service, a disconnection device is required. Member-consumer must notify Cooperative before the generation capacity is added to the existing system, which may require a new/amended application form and interconnection agreement.

- b. If Member-consumer has distributed generation facilities installed prior to July 1, 2015 and upgrades or changes its electric service, the new or modified electric service must meet all current Cooperative service rule requirements.
2. For all distributed generation installations, Member-consumer is required to provide and place a permanent placard no more than ten feet away from the electric meter. The placard must be visible from the electric meter. The placard must clearly identify the disconnection device's presence and location for the distributed generation facilities on the property. The placard must be made of material that is suitable for the environment and must be designed to last for the duration of the distributed generation facility's anticipated operating life. If no disconnection device is present, the placard must state "no disconnection device". If the distributed generation facility is not installed near the electric meter, an additional placard must be placed at the electric meter to provide specific information regarding the distributed generation facility and the disconnection device.
3. The interconnection must include overcurrent devices on the facility to automatically disconnect the facility at all currents that exceed the facility's full-load current rating.
4. Distributed generation facilities must be equipped with automatic disconnection upon loss of Cooperative-supplied voltage.
5. Distributed generation facilities that produce a terminal voltage prior to the interconnection's closure shall be provided with synchronism-check devices to prevent interconnection closure under conditions other than a reasonable degree of synchronization between the voltages on each side of the interconnection switch.
6. If the distributed generation facility is larger than or equal to 1 MVA, it shall be designed to maintain an interconnection point power factor between .95 lagging and .95 leading at all times. If the distributed generation facility is smaller than 1 MVA, it shall be designed to maintain an interconnection point power factor between .90 lagging and .90 leading at all times.

#### **4.3 Facility Access (15.10(4))**

The distributed generation facility's operator, Cooperative, and emergency personnel shall have access to the disconnection device at all times. For distributed generation facilities installed prior to July 1, 2015, the disconnection device may be contained within a building or other area not otherwise accessible to Cooperative. In such case, Member-consumer may provide Cooperative with access to the disconnection device by installing a lockbox (provided by Cooperative and installed at a location determined by Cooperative in consultation with Member-consumer) which provides Cooperative ready access to the disconnection device. Member-consumer shall permit Cooperative to affix a placard, in a location of Cooperative's choosing, which provides instructions to Cooperative operating personnel for accessing the disconnection device. If Cooperative needs to isolate the distributed generation facility,

Cooperative shall not be held liable for any damages resulting from the actions necessary to isolate the generation facility.

#### **4.4 Inspections and Testing (15.10(5))**

The distributed generation facility's operator shall adopt an inspection and testing program for the generator and its appurtenances and the interconnection facilities to determine necessity for replacement and repair. Such program must include all periodic tests and maintenance prescribed by the manufacturer. If the periodic testing of interconnection-related protective functions is not specified by the manufacturer, periodic testing must occur at least once every five years. All interconnection-related protective functions must be periodically tested, and a system that depends upon a battery for trip power must be checked and logged. The operator shall maintain test reports and shall make them available upon request by Cooperative. Cooperative representatives shall have access at all reasonable hours to the interconnection equipment specified in 199 IAC 15.10(3) for inspection and testing with reasonable prior notice to Member-consumer. Such inspections shall not relieve Member-consumer's obligation to maintain Member-consumer's facilities in satisfactory operating conditions.

#### **4.5 Emergency Disconnection (15.10(6))**

If Cooperative or other member-consumers experience problems of a type that could be caused by the presence of alternating currents or voltages with a frequency higher than 60 hertz, Cooperative may open and lock the interconnection switch pending a complete investigation. Where Cooperative believes the condition creates a hazard to the public or to property, the disconnection may be made without prior notice. However, Cooperative shall notify the distributed generation facility operator by written notice and, where possible, verbal notice as soon as practicable after the disconnection.

#### **4.6 Fire Department Notification (15.10(7))**

When the distributed generation facility is placed in service, owners of interconnected distributed generation facilities must notify local fire departments via U.S. mail of the location of distributed generation facilities and the associated disconnection device(s). The owner must provide any information related to the distributed generation facility as reasonably required by that local fire department including but not limited to:

1. A site map showing property address; service point from Cooperative; distributed generation facility and disconnect location(s); location of rapid shutdown and battery disconnect(s), if applicable; property owner's or owner's representative's emergency contact information; Cooperative's emergency telephone number; and size of the distributed generation facility.
2. Information to access the disconnection device.
3. A statement from the owner verifying that the distributed generation facility was installed in accordance with the current state-adopted National Electrical Code.

#### **4.7 Disconnection (15.10(8))**

If Member-consumer fails to comply with the foregoing requirements, Cooperative may disconnect Member-consumer's distributed generation facility until the facility complies. The disconnection process shall be in accordance with the provisions of this tariff or Member-consumer's separate interconnection agreement. If separate disconnection of only the distributed generation facility is not feasible or safe, Member-consumer's electric service may be disconnected as provided in Cooperative's tariff consistent with the provisions of 199 IAC Chapter 27.

#### **4.8 Reconnection (15.10(9))**

If Member-consumer's distributed generation facility or electric service is disconnected due to noncompliance with the foregoing requirements, Member-consumer shall pay any costs associated with reconnection once the facility is compliant.

**Article 5      ELECTRIC VEHICLE CHARGING SERVICE**

**5.1    Utility Status (27.12)**

A commercial or public electric vehicle charging station served by Cooperative is not a public utility under Iowa Code section 476.1 if the charging station receives all electric power from Cooperative. If an electric vehicle charging station obtains electric power from a source other than Cooperative, the determination of whether the commercial or public electric vehicle charging station is a public utility shall be resolved by the Iowa Utilities Board.

**Article 6      PLANNED SERVICE INTERRUPTIONS (27.7(10))**

Cooperative may interrupt service to Member-consumer to perform routine maintenance repairs, changes, or improvements to Cooperative's distribution system. Cooperative will interrupt service at a time which will not cause Member-consumer unreasonable inconvenience. If the service interruption is expected to last longer than one hour, Cooperative will provide advance adequate notice to Member-consumer when such advance notice can be reasonably provided.

## **Article 7      SERVICE REQUIREMENTS**

### **7.1    Application**

Applicant shall submit a written electric service application to Cooperative on Cooperative's application form(s). Cooperative requires a separate service application for each separate location. Upon application acceptance and upon confirmation that service can be provided, Cooperative will, as promptly as practical, supply service to Applicant in accordance with Cooperative's tariff. Cooperative will determine the price classification for each service. Following application approval by Cooperative's board, Applicant becomes Member-consumer and is entitled to all membership rights detailed in Cooperative's articles of incorporation, bylaws, tariffs, and policies.

### **7.2    Non-discriminatory Service**

Subject to payment of rates and charges as set forth in this Tariff, Cooperative will provide electric service to users on an area coverage basis, without regard to race, color, religion, sex, age, national origin, or disability.

### **7.3    Deposit**

Cooperative may require from Member-consumer a deposit intended to guarantee partial payment of bills for service. In lieu of a cash deposit, Cooperative may accept the written guarantee of a surety or another responsible party as surety for an account. This subsection does not prohibit Cooperative from requiring payment of Member-consumer's past due account with Cooperative prior to reinstatement of service.

#### **7.3.1    Deposit Amount**

The total deposit for a residential premises which has previously received service will not be greater than the premises' highest monthly service billing in the previous 12-month period. The deposit for a residential premises which has not previously received service, or for a non-residential account, will be the amount as prescribed by Cooperative's deposit schedule, or as may be reasonably required by Cooperative for temporary service or special occasions.

#### **7.3.2    Deposit Interest**

Cooperative will pay interest to Member-consumer on a required deposit. Cooperative's Board of Directors will establish the interest rate and may adjust the rate periodically. The current interest rate may be obtained by contacting Cooperative. Interest will be paid from the deposit date to the refund date or to the date the deposit is applied to Member-consumer's account or to the date Member-consumer's bill becomes permanently delinquent. The refund date is the date on which the refund or the refund notice is forwarded to Member-consumer's last known address. The date 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.

### **7.3.3 Receipts**

Cooperative will give Member-consumer a receipt for all deposits. If such receipt is lost, a duplicate may be issued if Member-consumer provides adequate identification to Cooperative.

### **7.3.4 Deposit Refund**

Cooperative will refund a deposit after twelve consecutive months of prompt payment. For refund purposes, Cooperative will review Member-consumer's account for prompt payment after twelve months of service following deposit receipt and for each twelve-month interval thereafter. However, surety deposits or guarantees may be retained until final billings. Any deposit, plus accumulated interest, less any unpaid bill, will be refunded to Member-consumer during final billing settlement upon service termination.

### **7.3.5 Additional Deposits**

Cooperative may require a new or additional deposit from Member-consumer when no deposit exists or is inadequate. Cooperative will mail written notice advising Member-consumer of any new or additional deposit requirement. Member-consumer shall have no less than twelve days from the notice mailing date to comply. An appropriate receipt will be provided. No written notice will be given for a deposit required as a prerequisite for commencing initial service.

### **7.3.6 Non-compliance**

If Member-consumer fails to comply with any deposit requirements, Member-consumer service will be disconnected twelve days after written notice, consistent with Article 3 of this Tariff.

## **7.4 Right-of-Way**

### **7.4.1 Procurement**

Applicant or Member-consumer shall provide a cleared right-of-way for electric service. Cooperative's engineer or staff will assist the Applicant or Member-consumer in procuring said right-of-way. Cooperative will assess the Applicant or Member-consumer for any costs incurred to procure said right-of-way. In such cases, Applicant or Member-consumer will be required to make an advance contribution covering such costs.

### **7.4.2 Initial Clearing**

Applicant or Member-consumer shall provide or pay costs incurred for initial right-of-way clearing. Cooperative will provide subsequent vegetation management.

### **7.4.3 Applicant's Premises – Right-of-Way**

Applicant, Member-consumer, or property owner shall grant or cause to be granted to 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 Cooperative's lines and all appurtenances and equipment connected or used in connection therewith. Cooperative and its representatives may enter at reasonable times to construct, operate, maintain, repair, or perform any other duties necessary to maintain Cooperative's facilities, including the right to undertake vegetation management efforts.

### **7.5 Resale of Energy**

Electric service furnished by Cooperative is for the sole use of Member-consumer. Member-consumer shall not sell or redeliver electric service to any other person or company without Cooperative's written consent. If electric energy supplied by Cooperative to Member-consumer is resold without Cooperative's written consent, service may be disconnected upon notice to Member-consumer. If service is disconnected for this cause, the reconnection charge set forth in Subsection 17.6 will apply.

## **Article 8      SPECIAL SERVICE CONDITIONS**

### **8.1    Corrective Equipment**

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

### **8.2    Arc Welding Installations**

Member-consumer shall not install any arc welding equipment without Cooperative's prior approval. Member-consumer shall be responsible for installing any corrective equipment necessary.

### **8.3    Requirements for Electric Motors**

#### **8.3.1    Safety Requirements**

All installations of power loads on 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 Cooperative requirements.

#### **8.3.2    Protective Devices**

Member-consumer shall 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. Cooperative is not responsible for motor damage caused by any of the above conditions.

#### **8.3.3    Large Motor Applications**

Member-consumer shall not install any motor larger than 15 horsepower (HP) on a single-phase service or motor larger than 30 HP motor on multi-phase service without Cooperative's express approval. Cooperative reserves the right to limit the number and size of motors installed on a single-phase service.

#### **8.3.4    Starting Equipment**

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

### **8.3.5 Maximum Single-Phase Loads**

If the simultaneous single-phase load is approaching the installed transformer's capability, Member-consumer shall arrange with Cooperative to install a suitable transformer before such simultaneous load exceeds the existing transformer's capability. 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 will exceed Cooperative's facilities' capacity.

### **8.4 Standby Generators**

Member-consumer shall not use or introduce any other source of electricity in conjunction with electric service supplied by Cooperative without Cooperative's prior approval.

If standby facilities are to be employed, Member-consumer shall install a single-change-over switch or relay of adequate capacity so that Cooperative lines cannot become energized by a standby power source under any condition.

## **Article 9      COOPERATIVE FACILITIES**

### **9.1    Facility Extension**

Cooperative will provide service to anyone within its assigned service territory restricted by service feasibility established by Cooperative's tariff, policy, and procedures; RUS standards; and Iowa Utilities Board regulations. Member-consumer shall comply with all terms and conditions contained in the documents listed above.

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.

Cooperative will supply electric service at a delivery point, or meter location, as agreed upon by Cooperative and Member-consumer. This location will be determined as the best load center available to serve all Member-consumer's electrical requirements that are near enough to be served from one metering point. Cooperative will install and maintain the line and all equipment up to the point of delivery. Cooperative will also furnish and own the meter. Cooperative may furnish the meter socket. If Member-consumer provides the meter socket, Member-consumer shall contact Cooperative for meter socket specifications.

Before service will be provided to a premises not currently receiving service, Applicant or Member-consumer must notify Cooperative and complete a service application for service. Additionally, Applicant or Member-consumer must provide space for any Cooperative equipment required to serve Applicant.

#### **9.1.1    Definitions**

1. "Advance for Construction" means cash payments, surety bonds, or an equivalent surety made to Cooperative by Member-consumer for an extension, portions of which may be refunded.
2. "Contribution in Aid of Construction" means a nonrefundable cash payment covering extension costs that exceed Cooperative funded allowances.
3. Estimated Annual Revenue is calculated for Similarly Situated Members based on, but not limited to, the following factors:
  - a. The size of the facility to be used by the member-consumer;
  - b. The size and type of equipment to be used by the member-consumer;
  - c. The average annual amount of service required by the equipment; and
  - d. The average number of hours per day and days per year the equipment will be used.
4. Estimated Base Revenue is calculated by subtracting Cooperative's purchase power costs from Estimated Annual Revenue.
5. Estimated Construction Costs are calculated using the previous calendar year's average construction cost per foot for each type of extension plus site specific right of way costs.

The overhead transformer cost, meter cost and facilities built for Cooperative's convenience are not included. These costs are adjusted annually.

6. "Extension" means a distribution or secondary line extension other than a service line extension.
7. "Service Line Extension" means any secondary line extension on private property serving a single meter.
8. "Similarly Situated Member" means a member-consumer whose annual consumption or service requirements, as defined by Estimated Annual Revenue, are similar to Member-consumer's requirements.
9. "Permanent Service" means any service that is intended to remain in place on a continuing basis. A mobile home, which has had the undercarriage removed, been set on a permanent foundation, had its license turned in, and become part of the real estate is classified as a permanent service.
10. "Point of Delivery" on overhead construction is the end of the service drop where it is attached to the structure on which the meter is located. On underground construction, it is the point of attachment to the meter socket.
11. "Temporary Service" means any service that is not intended to remain in place on a continuing basis. Temporary Service may be extended according to the terms and conditions imposed by Cooperative.

#### **9.1.2 Distribution or Secondary Line Extension Including Service Line Extension**

**Plant addition.** Cooperative will provide electric plant at its cost and expense without requiring an Advance for Construction, except in those circumstances where extensive plant additions (see guidelines below) are required before Member-consumer can be served, or where Member-consumer will not attach within the agreed upon attachment period. In such instances, Member-consumer shall provide an Advance for Construction (refundable) to Cooperative 30 days prior to construction commencement.

##### **Extensions for Member-consumer who will attach within the agreed upon period.**

- a. Cooperative will finance and construct the extension without an Advance for Construction, if the Estimated Construction Costs are less than or equal to five times the Estimated Base Revenue calculated based on Similarly Situated Members.
- b. If the Estimated Construction Costs are greater than five times the Estimated Base Revenue calculated based on Similarly Situated Members, Member-consumer will contract with Cooperative and deposit an Advance for Construction (refundable) equal to the Estimated Construction Costs less five times the Estimated Base Revenue no less than 30 days prior to commencement of construction.

##### **Extensions for Member-consumers who will not attach within the agreed upon attachment period.**

Member-consumer will contract with Cooperative and deposit an Advance for Construction (refundable) equal to the Estimated Construction Costs no less than 30 days prior to commencement of construction.

### **Refund of Advance for Construction.**

Cooperative will categorize construction costs into two categories, (1) extension costs associated with private rights-of-way and (2) extension costs associated with public rights-of-way. Cooperative will allocate any joint costs and any Advance for Construction received pro rata based upon the ratio of direct costs in each category. Any Advance for Construction allocated to extension costs associated with private rights-of-way will be converted to a Contribution in Aid of Construction and will become non-refundable. For any Advance for Construction allocated to extension costs associated with public rights-of-way, Cooperative will refund to the depositor, for a period of 10 years from the original advance date, a pro rata share for each service attachment to the extension portion located within public rights-of-way.

If the combined total of five times Estimated Base Revenue for the depositor and each member-consumer who attaches to the extension exceeds the total Estimated Construction Costs to provide the extension, the entire amount of the advance provided by the depositor shall be refunded to the depositor.

If the combined total of five times Estimated Base Revenue for the depositor and each member-consumer who attaches to the extension is less than the total Estimated Construction Costs to provide the extension, the amount to be refunded to the depositor shall equal five times Estimated Base Revenue of the member-consumer attaching to the extension.

The refund amount will not exceed the deposit amount. Cooperative will pay no interest on the deposit. At the end of the 10-year period the remaining deposit balance will become non-refundable. Refunds to developers will be based on Cooperative policy and any applicable contracts with such developers.

#### **9.1.3 Temporary Service**

If Cooperative believes service may be temporary, Cooperative may supply temporary electric service if Member-consumer makes an Advance for Construction equal to the estimated labor and overhead costs of installing and removing the service, plus non-salvageable materials. Cooperative will meter and bill electricity consumed at the regular applicable price schedule. Cooperative may require a deposit intended to guarantee payment of bills for service in addition to the Advance for Construction. When service is removed, Cooperative will refund any advance exceeding actual costs.

#### **9.1.4 Right-of-Way**

Member-consumer must grant or cause to be granted to 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 Cooperative's lines and all appurtenances and equipment connected or used in connection. Cooperative and its representatives may

enter at reasonable times to construct, operate, maintain, repair, or perform any other duties necessary to maintain Cooperative's facilities, including vegetation management. (See also Section 7.4)

### **9.1.5 Electric Energy Sales Estimate**

Any estimate of anticipated electric energy sales or revenues required to implement Cooperative's policies will be made by Cooperative based upon Cooperative's experience in serving Similarly Situated Members.

### **9.1.6 New Facilities – Platted Areas**

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. 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.

#### **Easements.**

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

#### **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.

## **9.2 Facility Design**

### **9.2.1 Extension Other Than Cooperative Design**

If Member-consumer requests a more expensive line or service extension design (including route selection) than Cooperative proposes based on good engineering practice, then Member-consumer must pay, as a Contribution in Aid of Construction, the difference between the higher cost design and Cooperative's design.

Member-consumer requests for an alternate design will be considered to the extent such alternate design is feasible and will not negatively impact any other member-consumers.

### **9.2.2 Excess Facilities**

Cooperative will install facilities adequate to meet Member-consumer's anticipated load as a standard installation. If Member-consumer desires facilities exceeding a standard installation, Member-consumer must contact Cooperative to determine availability and possible charges.

### **9.2.3 Transformer Size**

Cooperative will determine the transformer size to be installed to provide adequate service and voltage regulation for all types and classifications of service. Such determination is not a warranty or guarantee concerning adequate transformer size or level of service. Monthly minimum bills will be determined by transformer capacity required, in accordance with applicable price schedules.

### **9.2.4 Underground Facilities**

Member-consumer shall consult with Cooperative prior to planning any underground service installation. If Member-consumer desires new underground service, it will be provided in a situation which Cooperative determines to be reasonable and feasible. Member-consumer will pay the difference between the cost of overhead installation and the cost of underground installation

#### **Specifications.**

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

#### **Self-Contained Metering.**

The conduit shall terminate in a fused disconnect, or other overload disconnecting device on Cooperative's service pole or other facility upon which the meter socket is located.

#### **Current Transformer Metering.**

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

## **9.3 Facility Conversion**

### **9.3.1 Conversion of Single-Phase to Multi-Phase at Member-consumer's Request**

At Member-consumer's request, Cooperative may convert a single-phase facility to a multi-phase facility. Member-consumer will make a Contribution in Aid of Construction equal to the difference in cost between the multi-phase facility to be installed and the net retirement value of the single-phase facility to be removed. The proposed conversion will be installed at such

time that will not unreasonably interfere with the service to other member-consumers. Member-consumer must make payment prior to construction.

### **9.3.2 Replace Existing Facilities with Underground Facilities**

At Member-consumer's request, Cooperative may install and maintain underground electric facilities to the existing premises if Cooperative determines the proposed conversion to be reasonable and feasible. Underground service may also be installed where additional capacity is required.

Member-consumer will make a Contribution in Aid of Construction equal to the difference in cost between the underground facility to be installed and the retirement value of the overhead facility to be removed. The proposed installation will be done at such time that will not unreasonably interfere with the service to other member-consumers. Member-consumer must make payment prior to construction.

## **9.4 Relocation of Cooperative Facilities**

### **9.4.1 Moving Cooperative Facilities**

If Cooperative is asked to move any of its wires or equipment, temporarily or permanently, to provide physical clearance for any 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 move's actual cost shall be borne entirely by the persons requesting such move 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.

If Member-consumer is receiving adequate service and requests Cooperative to move poles, wires, anchors, or guys or other facilities belonging to Cooperative and such move will benefit only Member-consumer, then said move will be made only if Member-consumer pays all actual costs, including overhead charges, incidental to said move. Member-consumer shall make an Advance for Construction prior to said move. If the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, Cooperative will refund the excess. If the advance is less than the actual costs incurred, Cooperative will bill Member-consumer for the difference.

Cooperative reserves the right to reject any request for relocation if the installation proposal is contrary to engineering, operating, construction, safety, or legal standards.

### **9.4.2 Moving of Buildings**

All persons moving houses, buildings, or other large objects along or through Cooperative's distribution, secondary, or service lines, which move will require Cooperative personnel assistance, shall notify Cooperative 30 days in advance of said move.

The party responsible for said move shall pay all costs incurred by Cooperative incidental to said move.

Cooperative reserves the right to require an advance payment to cover the estimated costs prior to the move. If the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, Cooperative will refund the excess. If the advance is less than the actual costs incurred, Cooperative will bill the person for the difference.

## **9.5 Member-consumer use of Cooperative Facilities**

Member-consumer or an agent shall not, without Cooperative's written consent, use any of Cooperative's or G&T's poles, structures, or other facilities for fastening thereto, support or for any other purpose whatsoever, nor shall Member-consumer locate anything in such proximity to Cooperative's or G&T's facilities to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith.

### **9.5.1 Meter Pole**

Cooperative will furnish, install, and maintain a meter pole at the point of delivery of electric service where the same is necessary. 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 the installation is in accordance with these rules and regulations.

### **9.5.2 Poles Owned by Cooperative Other Than Meter Poles**

Member-consumer or an agent shall not install any wiring or equipment on any Cooperative pole, other than the meter pole, except by special written agreement with Cooperative.

### **9.5.3 Non-Liability of Cooperative**

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. If Cooperative personnel become aware of illegally attached lines, equipment, or appurtenances which are hazardous to life, limb, or property, Cooperative may remove such attachments immediately without notification.

## **9.6 Damage to Cooperative Facilities**

### **9.6.1 Member-Consumer's Responsibility**

Member-consumer shall be responsible for any loss of, or damage to Cooperative facilities located upon Member-consumer's premises unless occasioned by causes beyond Member-consumer's control or by Cooperative negligence or by any act or omission on Cooperative's or its authorized representative's part.

#### **9.6.2 Protection of Cooperative's Facilities on Member-Consumer's Premises**

All meters, transformers, wires, and other equipment installed by Cooperative at its own expense are Cooperative's facilities and Member-consumer shall protect said Cooperative facilities on Member-consumer's premises and shall not interfere with or alter or permit interference with or alteration of Cooperative's facilities except by Cooperative's duly authorized representatives.

Under no circumstances or conditions shall any person not a Cooperative representative connect or disconnect any meter, connect to a meter, or disturb any wiring between the meter and the service wires from Cooperative's distribution system after the meter has been installed. Any infraction of this rule shall be considered sufficient cause for immediate discontinuance of electric service without further notice.

Electric service will be connected only by a Cooperative authorized representative after Member-consumer's installation and wiring has met the wiring standards as set forth by these rules and regulations.

## **Article 10     METERING**

### **10.1 Meter Installation**

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

Member-consumer will furnish and install the conductor, conduit, disconnect, and all other required appurtenances. On loads requiring current transformer metering, 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 Cooperative will render service. Cooperative reserves the right to require Member-consumer or applicable authority execute an exemption certificate if Member-consumer claims exemption from such requirements. For specifics regarding Cooperative metering equipment and installation requirements contact Cooperative.

#### **10.1.1 Meter Location**

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

#### **10.1.2 Meter Placement**

Cooperative will install meter outside the building at a location designated by Cooperative and must be accessible to Cooperative personnel without interference. If 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, Member-consumer shall notify Cooperative and pay all costs to have the meter relocated outside the building.

#### **10.1.3 Self-contained Metering**

For loads not exceeding 300 amperes, Cooperative will furnish the socket and Member-consumer shall provide the necessary accessories for secondary metering.

#### **10.1.4 Current Transformer Metering**

Cooperative will furnish and install current transformer metering on loads exceeding 300 amperes or at its determination of need for secondary service. Cooperative may furnish and install current transformer metering on loads exceeding 200 amperes and less than 300 amperes if determined by Cooperative to be appropriate and feasible.

#### **10.1.5 Primary Metering**

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.

#### **10.1.6 Meter Seals**

Cooperative will place visible seals on all meters and meter enclosures and such seals shall not be broken or disturbed by anyone other than authorized Cooperative representatives. Tampering with seals or any wiring between the meter and Cooperative's service wires by anyone other than authorized Cooperative representatives may be sufficient cause for discontinuance of service.

#### **10.1.7 Multi-occupancy Premises**

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 submetering or resale of service was permitted prior to 1966.
- Where impractical.

"Impractical" means: (1) where conditions or structural barriers exist in the multioccupancy building that 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 prohibit Cooperative from requiring more extensive individual metering than otherwise required.

#### **10.1.8 Master Metering to Multiple Buildings**

Master metering to multiple buildings is prohibited. Multiple buildings owned by the same person or entity may be master metered if approved in writing by Cooperative.

## **10.2 Meter Loop Installation**

### **10.2.1 Meter Loop Construction**

The meter loop design will be included in Cooperative's wiring specifications.

### **10.2.2 Temporary Meter Loops (Construction Sites)**

If desired, Member-consumer must furnish and install a temporary meter loop to provide electric service for construction until a permanent meter loop is installed.

## **10.3 Meter Reading**

Member-consumers' meters will be read each month by a Cooperative representative or by an automatic meter reading (AMR) device. Meters normally will be read near the end of each month.

## **10.4 Meter Testing**

Cooperative will test watt-hour meters annually for accuracy and mechanical condition, in accordance with Cooperative's meter testing plan. Additionally, Member-consumer may request a meter test consistent with Cooperative's meter testing plan.

## **Article 11     MEMBER-CONSUMER FACILITIES**

### **11.1 Wiring Specifications**

Cooperative requires compliance with specifications set forth in the National Electrical Code when Member-consumer or other responsible party wires or rewires buildings, premises, etc. Member-consumer, especially if Member-consumer maintains livestock, is 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 Cooperative or through: [www.iowastrayvoltageguide.com](http://www.iowastrayvoltageguide.com).

### **11.2 Inspections**

Normally, Cooperative inspects only the service entrance and meter location, but Cooperative reserves the privilege, for protection of its facilities and safeguarding its service to others, to inspect Member-consumer's installation at any time and to refuse service whenever such installation, in its opinion, fails to meet minimum safety and operating standards. If Cooperative undertakes to inspect Member-consumer's facilities, either on its own initiative or at Member-consumer's request, Cooperative does not warrant such inspection and disclaims all liability arising from such inspection. In addition, Cooperative disclaims all liability that may arise from either its failure to undertake an inspection or from its failure to notify Member-consumer of a defect in Member-consumer's facilities. Member-consumer shall be solely responsible for ensuring 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, Cooperative will not connect service until such permit is obtained and the installation passes the required inspection. If Member-consumer contends the installation is exempt from such requirement, Cooperative reserves the right to require a certificate be executed by Member-consumer and/or the applicable regulatory authority attesting to the installation's exempt nature.

### **11.3 Grounds on Member-consumer's Premises**

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

Cooperative will make no adjustments for a greater period than six months immediately preceding detection of the ground on Member-consumer's equipment, regardless of evidence that such ground existed for a longer time. Additionally, Cooperative will make no adjustment unless Cooperative has

sufficient proof the ground existed, and that the extra energy was not used in some way by Member-consumer.

#### **11.4 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 installation which is subject to the statewide electrician's licensing and inspection program, 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, Cooperative reserves the right to require a certificate of exemption be executed by Member-consumer or the applicable regulatory authority attesting to the installation's exempt nature.

#### **11.5 Moving Member-consumer Facilities**

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

#### **11.6 Hazardous Conditions**

If Member-consumer's wiring is found to be dangerous, Cooperative will require immediate repair. Failure to meet the requirements is cause for disconnection without further notice.

Member-consumer assumes responsibility for any damages, including stray voltage, caused by defects in Member-consumer's wiring.

## **Article 12     UNCOLLECTED ACCOUNTS**

### **12.1 Service Reconnection**

If Member-consumer owes Cooperative for any past electric service, prior to reconnection, Member-consumer shall pay the past due amount for electric service, plus a deposit for service as per Article 6.3, or as may reasonably be required for service for short periods or special occasions, unless an agreement has been made as applies in Article 2.

### **12.2 Prior Indebtedness**

Cooperative shall not connect or reconnect and supply electric service to Member-consumer if Member-consumer, or Member-consumer's spouse (unless they are parties to a pending divorce) is indebted to Cooperative until such prior indebtedness has been paid or other acceptable arrangements have been made with Cooperative.

If electric service is disconnected for non-payment, service will not be reconnected in Member-consumer's name or the name of any other person liable for the delinquent bill's payment or any individual or entity failing to meet Cooperative's creditworthiness standard, until such prior indebtedness has been paid or other acceptable arrangements have been made with Cooperative. An individual or entity leasing or utilizing a grain bin or other outbuilding, equipment, or facility on the premises 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.

### **12.3 Collection Agency**

Cooperative reserves the right to use any process of law, including collection agents, to collect uncollected accounts.

### **12.4 Right of Off-Set**

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

**Article 13     TEMPORARY DISCONNECTION AND IDLE SERVICE****13.1 Temporary Disconnection**

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

**13.1.1 Availability**

Temporary disconnection may be obtained by written request to Cooperative's office. Requests are subject to all rules and charges pertaining to temporary disconnection

**13.1.2 Inspection Requirements**

A service which has been temporarily disconnected for 12 months or longer will 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 Member-consumer contends the installation is exempt from such requirement, Cooperative reserves the right to require a certificate be executed by Member-consumer and/or the applicable regulatory authority attesting to the installation's exempt nature.

**13.1.3 Charges**

If Member-consumer requests service disconnected temporarily and Cooperative deems Member-consumer to be eligible for such temporary disconnection, the following charges and rules will apply:

1. Member-consumer shall pay a disconnection fee and a reconnection fee consistent with Section 17.6 of this tariff.
2. All amounts, due or past due, which Member-consumer owes Cooperative, shall have been paid in full.
3. Member-consumer's membership shall remain in good standing during the temporary disconnection period.

**13.2 Idle Service**

An idle service charge will be applicable where Cooperative, pursuant to an application for service at a given premises, has installed the necessary facilities to provide said electric service, but where Member-consumer or owner fails to accept and use said service within a reasonable time; or if Member-consumer or owner, after having taken service at the given premises, thereafter, discontinues service for an indefinite or extended period. In either event, Cooperative will, after due notice to Member-

consumer or owner, by registered or certified mail, require Member-consumer or owner to pay an idle service charge to retain Cooperative's facilities in readiness so that the said service may be available upon re-occupancy of the given premises.

### **13.2.1 Charges**

Member-consumer or owner may retain Cooperative's facilities in readiness for service by making the applicable idle service monthly payment per Section 17.5 of this tariff.

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

### **13.2.2 Rebuilding**

If Member-consumer or owner applies for service restoration at the location after facilities have been removed, Member-consumer must pay, in advance, an amount equal to the removal cost, plus the estimated replacement cost of the necessary facilities. This will not apply, however, if ownership of the premises has changed.

## **Article 14     SERVICE CALLS**

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

Cooperative will service and maintain all facilities up to the point of delivery, including the meter. 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 Cooperative's personnel and at Cooperative's expense.

Cooperative is not responsible for damages resulting from any electric service failure, interruption, shortage, insufficiency, or irregularity, increase or decrease in voltage, change in characteristics of electricity supply, or any act or omission in any way associated with service provided under this Tariff, unless Cooperative is found liable for gross negligence or intentional misconduct.

### **14.1 Member-consumer Responsibility**

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

### **14.2 Charges**

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

## **Article 15     COMPLAINTS**

Cooperative will act promptly upon any Member-consumer complaint. Member-consumer may complain by mail, telephone, or in person. Cooperative telephone numbers 1-855-938-3616 are answered continuously to handle emergency problems or complaints.

Telephone number 1-855-938-3616 is answered Monday through Friday, to handle routine business complaints and other communications.

Upon receipt, the complaint will be promptly transmitted to the appropriate department. Such action as necessary to resolve the problem will be made promptly by mail, telephone, or personal contact.

If Member-consumer is unable to travel, provisions will be made for Cooperative personnel to contact Member-consumer at their residence in the assigned service area during regular working hours.

In case a complaint cannot be resolved, Member-consumer or Cooperative can refer the problem to the Iowa Utilities Board for resolution.

### **15.1 Records**

Records concerning resolution of routine service problems and complaints are filed in Member-consumer's personal file at Cooperative's headquarters.

Records concerning resolution of complaints of major consequences are filed in a complaint file maintained at Cooperative's headquarters.

## **Article 16     LOCAL GOVERNMENT COMPLIANCE**

### **16.1 Applicability**

This rider is applicable to member-consumers located within the boundaries of a Local Government Unit that enacts an ordinance or otherwise utilizes its constitutional or statutory powers to compel Cooperative; directly or indirectly; to perform any combination of the items described in the Overview section of this rider.

### **16.2 Purpose**

The purpose of this rider is to allow Cooperative to recover costs incurred to provide service or install, remove, replace, modify, or maintain facilities described in the Overview section below.

### **16.3 Overview**

If a Local Government Unit enacts an ordinance or otherwise utilizes its constitutional or statutory powers to compel Cooperative, directly or indirectly, to perform any combination of the following:

- a. provide a service in addition to, different from, or instead of a service which Cooperative is otherwise required to provide;
- b. install facilities in addition to, different from, or instead of facilities which Cooperative is otherwise required to install;
- c. remove existing facilities and replace them with facilities different from facilities which Cooperative is otherwise required to provide in such replacement;
- d. remove existing facilities and replace them with facilities at a different time than Cooperative is otherwise required to provide such replacement;
- e. modify facilities which Cooperative is otherwise not required to modify, or modify facilities in a manner different from the manner in which Cooperative is otherwise required to perform the modification;
- f. maintain its facilities in a manner that imposes additional requirements on, or is different from the manner in which Cooperative is otherwise required to maintain its facilities;

The costs of providing such service, or installing, removing, replacing, modifying, or maintaining such facilities shall be recovered from Cooperative's member-consumers located within the boundaries of such Local Government Unit in accordance with the provisions of the Adjustment Computation and Application section of this rider. As described in such Adjustment Computation and Application section, if Cooperative recovers amounts exceeding such costs, such excess amounts are credited to Member-consumers.

All facilities Cooperative is compelled to install in accordance with the provisions of this rider shall remain Cooperative's property.

For the purposes of this rider, Cooperative is otherwise required to provide a service, or install, remove, replace, modify, or maintain facilities in a particular manner only if it is obliged to do so (a) under a state or federal statute, (b) under a state or federal regulation, or (c) in accordance with the provisions for providing standard service and facilities in Cooperative's then current Tariff.

#### **16.4 Definitions**

The following definitions are for use in this rider.

**"Costs"** mean the expenditures incurred by Cooperative in undertaking a project that it was directly or indirectly compelled to undertake by the Local Government Unit as described in the Overview section of this rider. Such Costs include the entire amount so recorded on Cooperative's books of account. Such Costs may be estimated, subject to adjustment to actual Costs as they become available.

**"Local Government Unit"** means any county, municipality, township, special district, or unit designated as a unit of local government by law and which exercises limited governmental powers or powers in respect to limited governmental subjects.

**"Revenues"** mean cumulative amounts charged to member-consumers located within the boundaries of the Local Government Unit for a project under this rider, less cumulative amounts credited to such member-consumers for such project.

#### **16.5 Adjustment Computation and Application**

Cooperative's Board of Directors shall determine the manner and method of recovering Costs from member-consumers located within the boundaries of the applicable Local Government Unit. Such Costs may be recovered on a per kilowatt hour basis, or as a fixed monthly fee; provided, however, such Costs shall be separately identified and labelled on Member-consumer's bills for service.

If Revenues exceed Costs, Member-consumer will be provided credits equal to the excess.

If Costs exceed Revenues, Cooperative reserves the right to adjust the charge or fee to recover the shortfall.

Notice of fee imposition will be provided to Member-consumer at least thirty (30) days prior to the imposition of the same.

This Rider shall apply to all Cooperative retail rate schedules.

## **Article 17     RATES, FEES, AND CHARGES**

### **17.1 Electric Tax Adjustment Rider**

**Applicable:**     To All Electric Prices, Charges, and Fees

**Adjustment:** When any franchise, occupation, sales, license, excise, privilege or similar tax or fee of any kind is imposed upon Cooperative by any governmental authority based upon (I) the sale of electric service to member-consumers, (II) the amounts of electric energy sold to member-consumers, (III) the gross receipts, net receipts, or revenues to Cooperative therefrom, or when Cooperative is required pursuant to pre-existing agreements to provide service without charge, such tax or fee or value of service shall, insofar as practical, be charged on a pro rate basis to all member-consumers receiving electric service from Cooperative within the boundaries of such taxing authority. Any such charge shall continue in effect only for the duration of such tax, assessment, or service period.

**Iowa Sales Tax:** A state sales tax, as set forth in Section 423.2 of the Iowa Code, shall be applied to all billings for electric service, unless exempted under the provisions of Section 423.3, Iowa Code, and regulations applicable thereto.

**Local Option Sales Tax:** Where a local option tax, as set forth in Section 422B of the Iowa Code, has been imposed in a county, it shall be applied to all billings for electric service to member-consumers within the designated area(s) of application, except where such billings are subject to a franchise or user fee and therefore exempt under Rule 701-107.9 of the Iowa Administrative Code.

**Franchise Requirements:** A franchise tax, as set forth in any franchise documents, shall be applied to all billings for electric service in the applicable jurisdictions.

*Known and existing Franchise Requirements:*

Clinton: A surcharge of 4% shall be applied to the gross receipts from the sale of electricity to member-consumers within the city limits of the City of Clinton, as required by Ordinance No. 2635, authorized October 22, 2020.

### **17.2 Alternate Energy Purchase Program**

#### **Statement of Purpose**

Iowa Code §476.47 and 199 IAC 15.17(6) require electric utilities to offer an alternate energy purchase program that allows member-consumers to contribute voluntarily to the development of alternate energy in Iowa. This tariff is designed to comply with said rules and to permit member-consumers to contribute toward the purchase of alternate energy.

### **Program Description**

Cooperative obtains its wholesale power from G&T, which generates from alternate energy production facilities amounts sufficient to meet the demand for alternate energy by member-consumers through this program.

The program allows member-consumers to purchase alternate energy in 100 kWh blocks. The block(s) are made available to member-consumers in the form of an additional fee to the member-consumer's ordinary applicable energy rate, as set by Cooperative's Board of Directors. This Alternate Energy Program fee is added to the member-consumer's electric bill each month. The bill forms will separately itemize the amount being charged for participating in the program. Member-consumers are required to agree to purchase the designated amount of alternate energy for a minimum term of 12 months. Member-consumers who purchase alternate energy through this program will not be guaranteed that renewable energy will be delivered to their premises for use; but rather their purchase will cause alternate energy to be purchased by Cooperative for delivery into G&T's system, from which members are served.

### **Program Effective Date**

This program shall become effective on April 1, 2004.

### **Eligibility**

All member-consumers in all member classes and on any rate schedule shall be eligible to participate in this program.

### **Levels of Member Participation and Rate**

Member-consumers may purchase blocks of 100 kilowatts at \$2.50 per block. No fractional blocks will be sold. The monthly rate for purchase of alternate energy blocks shall be subject to adjustment. Blocks purchased by Cooperative in anticipation of sales to members may be banked for a period of up to 12 months.

## **17.3 Distributed Generation Purchased Power**

Cooperative is a member of G&T and obtains its wholesale power from G&T. Accordingly, any qualifying facility seeking services pursuant to this tariff must coordinate their efforts with Cooperative, which will then coordinate with G&T, if necessary.

### **17.3.1 Availability**

This section shall apply to any member-consumer within Cooperative's assigned service area owning or leasing a qualifying facility as defined under the rules of the Public Utility Regulatory

Policies Act of 1978, as a qualifying alternate energy production facility, or a qualifying small hydro facility ("QF" or "qualifying Facility").

### **17.3.2 Notice and Compliance**

Member-consumer shall not connect any owned or leased electric generating equipment in parallel with Cooperative or G&T's system without the prior written consent of Cooperative or G&T. Any third-party locating a qualifying facility on Member-consumer's premises intending to sell the facility output to Member-consumer, shall not operate the facility in parallel with Cooperative or G&T's system without prior written consent from Cooperative and/or G&T. Failure of Member-consumer or third-party to comply with Cooperative or G&T's requirements for parallel generation shall be justification for discontinuance of such parallel operation in such a manner as to least inconvenience Member-consumer until such time as full compliance has been accomplished. All facilities shall comply with all Cooperative and G&T requirements and electric service rules, including specific provisions of this section. For purposes of interconnecting a qualifying facility owned by a third-party to Cooperative or G&T's system, the third-party shall comply with the interconnection requirements shall be deemed the interconnection member-consumer for the purpose of this tariff.

### **17.3.3 Application for Interconnection**

Member-consumer or third-party shall submit an application and any associated fees to Cooperative, using Cooperative's application form. (Level 1 or Level 2) Member-consumer shall contact Cooperative with any questions regarding interconnection.

Member-consumer's facility shall meet the standards for interconnection as set forth in Cooperative's Interconnection Agreements and the attachments thereto. Said Agreements are available by contacting Cooperative.

### **17.3.4 Interconnection Agreement**

Member-consumer and Cooperative shall execute the applicable Interconnection Agreement prior to interconnection. Cooperative has developed a review process and will assist Member-consumer in determining the appropriate review level required for the interconnection. If Member-consumer desires to sell any excess output from its facility to Cooperative and/or G&T, a separate power purchase agreement shall be required for all interconnections except Level 1. For Level 1 interconnections, the terms of purchase are set out on Attachment 2 to the Level 1 Application Form and Interconnection Agreement.

### **17.3.5 Insurance and Indemnification**

Member-consumer shall indemnify and defend Cooperative and G&T and their representatives against liability for any injuries or damages caused by operation of Member-consumer's equipment or by Member-consumer's failure to maintain such equipment in satisfactory or safe operating condition. Member-consumer must arrange for and maintain liability insurance with

limits not less than those set forth in the Interconnection Agreements. Member-consumer shall annually submit proof of required insurance coverage. Failure to maintain required insurance or proof of financial responsibility shall be cause for disconnection. Cooperative and G&T shall be named as additional insureds, to the extent specified in the Interconnection Agreements.

#### **17.3.6 Interconnection Costs**

Member-consumer shall provide a deposit for all costs of connection, switching, metering, transmission, distribution, safety provisions, power factor correction, and administrative costs expected to be incurred by Cooperative or G&T directly related to necessary physical facilities installed and maintained to permit interconnected operations with a qualifying facility (or qualifying alternate energy production facilities, or qualifying small hydro facilities), to the extent such costs exceed the corresponding costs which Cooperative or G&T would have incurred if 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 avoided cost calculation. Cooperative or G&T will refund to Member-consumer any deposit amount collected in excess of actual costs incurred. Member-consumer shall pay for any actual costs incurred exceeding the deposit amount.

#### **17.3.7 Purchase Rate by Member-consumer from Cooperative**

Member-consumer shall purchase electric power and energy from Cooperative at Cooperative's applicable price or rate, depending upon Member-consumer's operations and requirements. Cooperative does not currently have a separate price or rate schedule for co-generators and small power producers but reserves the right to create a separate price or rate based upon the unique characteristics of such service.

#### **17.3.8 Purchase Rates from Member-consumer by Cooperative**

##### **QFs with design capacity of 100 kW or less**

Payment for purchases from Member-consumer pursuant to this tariff will be as follows:

The rate(s) for purchases from qualifying facility (as defined above) and with a design capacity of 100 kilowatts or less are available by contacting Cooperative. These rates will be consistent with 18 CFR 292.304.

##### **QFs greater than 100 kW**

The rate(s) for purchases from qualifying facilities (as defined above) and with a design capacity above 100 kilowatts are available on a negotiated case-by-case basis with Cooperative/G&T.

#### **17.3.9 Wheeling Charges**

Cooperative/G&T may provide a wheeling service to a facility interconnected to its electric delivery system. Any charges for the wheeling of power will be determined by Cooperative/G&T

and in accordance with any applicable regulations. In addition, Cooperative/G&T reserve(s) the right to refuse to wheel power where its existing facilities do not have adequate capacity and Member-consumer refuses to pay the costs to upgrade those facilities. If a qualifying facility agrees, Cooperative/G&T which is otherwise obligated to purchase electricity from such facility may transmit the electricity to any other electric utility. Any electric utility to which such electricity is transmitted will purchase such electricity as if the facility were supplying electricity directly to such electric utility. The rate for purchase by the electric utility to which such electricity is transmitted will be adjusted downward according to the mutual agreement of the transmitting and receiving utilities, to reflect any wheeling line losses and will not include any charges for transmission.

## **17.4 Billing**

The bill will be the amount computed by applying the applicable price schedule to the consumption with all applicable taxes and fees.

### **17.4.1 Billing Period**

Bills will be for a period of approximately one-month on a calendar month basis. Large accounts, under a contract rate, may be billed more frequently as detailed in their contract using estimated consumption for the mid-month bill.

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 will be prorated on a daily basis.

### **17.4.2 Budget Billing**

Member-consumer may participate in budget billing if Member-consumer is a residential member or Member-consumer's consumption is less than 3,000 kWh per month. Budget billing is designed to limit Member-consumer's bill volatility and maintain reasonable account balances. Budget billing includes at least the following:

1. Member-consumer, if eligible, is offered participation when Member-consumer initially requests service.
2. Member-consumer may enter budget billing anytime during the calendar year.
3. Member-consumer may terminate budget billing at any time. If the account is in arrears at termination, the balance shall be due and payable immediately. If there is a credit balance, Member-consumer may obtain a refund or may apply the credit to future charges. Member-consumer may not rejoin budget billing for six months after termination.

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

Cooperative will give Member-consumer notice when it changes the budget billing computation method. The budget bill amount is computed at the time of entry and is recomputed at least annually. Cooperative may recompute the budget bill amount monthly, quarterly, when requested by 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 recomputed, the budget bill account balance will be divided by 12, and the resulting amount will be added to the monthly budget bill amount.

Member-consumer may apply any credit to subsequent monthly amounts due or obtain a refund of any credit exceeding \$100 unless Cooperative recomputes the budget bill monthly.

Member-consumer will be notified of the recomputed payment amount not less than one full billing period prior to the delinquency date for the recomputed payment. 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 budget bill amount. If the account balance is a credit, budget billing may be terminated by Cooperative after 30 days of delinquency.

#### **17.4.3 Billing Information**

Cooperative recognizes that members benefit from having information about their energy use. Cooperative will normally provide Member-consumer with their usage information for the prior 12-month period on the monthly bill.

When readily available, up to 36 months of prior billing information will be provided to Member-consumer upon request at no cost.

Cooperative restricts access to member information to those individuals whose names are on the account or to those having a legal right to access that information. Cooperative shall use reasonable efforts to protect the confidentiality of said information but shall have no liability for the release of any information.

## 17.5 Rates

### 17.5.1 Small General Time-of-use

**Rate Designation:** "1"

**Class of Service:** 120/240 volt, single phase alternating current or other types of service meeting the Cooperative's criteria with less than 75 kva of connected load. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for single phase or three-phase service through a single meter to a member consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kwhs)	\$ 39.50
	Energy Charge	
	On Peak kwhs per month	\$0.1830 per kwh
	Off Peak kwhs per month	\$0.071 per kwh

Subject to Energy Adjustment Clause - See Rider No. 1

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Off Peak – All remaining hours

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

### 17.5.2 Super Off Peak Small General Time-of-use

**Rate Designation:** "11"

**Class of Service:** 120/240 volt, single-phase alternating current or other types of service meeting the Cooperative's criteria with less than 75 kva of connected load. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for single-phase or three-phase service through a single meter to a member-consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kwhs)	\$ 39.50
	Energy Charge	
	On Peak kwhs per month	\$0.183 per kwh
	Super Off Peak kwhs per month	\$0.044 per kwh
	Off Peak kwhs per month	\$0.082 per kwh

Subject to Energy Adjustment Clause - See Rider No. 1

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Super Off Peak – 12:00 am to 6:00 am every day  
Off Peak – All remaining hours

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Electric Space Heating Exclusion:** Member-consumers are prohibited from electing this rate if they take service for electric space heating purposes utilizing the Cooperative's Heat Plus Space Heating rate as described at Subsection 26.9 of this Tariff.

**Co-Generation and Optional Co-Generation Exclusion:** Member-consumers are prohibited from electing this rate if they utilize the following rates as described in Subsections 26.19, 26.20, 26.21, 26.22, and 26.22.1 of this Tariff: Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-1), Optional Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-2), Co-Generation, Small Power and Alternate Energy Producer Net Metering Rate (AEP-3), Optional Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-4), Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-5).

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

### 17.5.3 Medium General Time-of-Use

**Rate Designation:** "2"

**Class of Service:** 120/240 volt, single phase alternating current with a connected load of between 75 Kva and 167 Kva or 120/208 or 277/480 volt three-phase alternating current with a total connected load of less than 75 kva. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for single phase or three-phase service through a single meter to a member consumer using the Cooperative's standard service of this Tariff; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kwhs)	\$ 68.00
	Energy Charge	
	On Peak kwhs per month	\$ .1830 per kwh
	Off Peak kwhs per month	\$ .071 per kwh

Subject to Energy Adjustment Clause - See Rider No. 1

<b>Time of Use Periods:</b>	On Peak – 4:00 pm to 9:00 pm every day
	Off Peak – All remaining hours

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

#### 17.5.4 Super Off Peak Medium General Time-of-use

**Rate Designation:** "12"

**Class of Service:** 120/240-volt, single-phase alternating current with a connected load of between 75 Kva and 167 Kva or 120/208 or 277/480 volt three-phase alternating current with a total connected load of less than 75 kva. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for single-phase or three-phase service through a single meter to a member-consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kwhs)	\$ 68.00
	Energy Charge	
	On Peak kwhs per month	\$0.183 per kwh
	Super Off Peak kwhs per month	\$0.044 per kwh
	Off Peak kwhs per month	\$0.082 per kwh

Subject to Energy Adjustment Clause - See Rider No. 1

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Super Off Peak – 12:00 am to 6:00 am every day  
Off Peak – All remaining hours

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Electric Space Heating Exclusion:** Member-consumers are prohibited from electing this rate if they take service for electric space heating purposes utilizing the Cooperative's Heat Plus Space Heating rate as described at Subsection 26.9 of this Tariff.

**Co-Generation and Optional Co-Generation Exclusion:** Member-consumers are prohibited from electing this rate if they utilize the following rates as described in Subsections 26.19, 26.20, 26.21, 26.22, and 26.22.1 of this Tariff: Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-1), Optional Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-2), Co-Generation, Small Power and Alternate Energy Producer Net Metering Rate (AEP-3), Optional Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-4), Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-5).

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

### 17.5.5 Large Three Phase Time-of-Use

**Rate Designation:** "24"

**Class of Service:** 120/208 or 277/480 volt three-phase alternating current with a minimum of 75 kva of connected load. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for three-phase service through a single meter to a member consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kwhs)	\$85.00
	Energy Charge	
	On Peak kwhs per month	\$0.1830 per kwh
	Off Peak kwhs per month	\$0.071 per kwh

Subject to Energy Adjustment Clause - See Rider No. 1

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Off Peak – All remaining hours

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

### 17.5.6 Super Off Peak Large Three-Phase Time-of-use

**Rate Designation:** "14"

**Class of Service:** 120/208 or 277/480 volt three-phase alternating current with a minimum of 75 kva of connected load. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for three-phase service through a single meter to a member-consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kwhs)	\$ 85.00
	Energy Charge	
	On Peak kwhs per month	\$0.183 per kwh
	Super Off Peak kwhs per month	\$0.044 per kwh
	Off Peak kwhs per month	\$0.082 per kwh

Subject to Energy Adjustment Clause - See Rider No. 1

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Super Off Peak – 12:00 am to 6:00 am every day  
Off Peak – All remaining hours

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Electric Space Heating Exclusion:** Member-consumers are prohibited from electing this rate if they take service for electric space heating purposes utilizing the Cooperative's Heat Plus Space Heating rate as described at Subsection 26.9 of this Tariff.

**Co-Generation and Optional Co-Generation Exclusion:** Member-consumers are prohibited from electing this rate if they utilize the following rates as described in Subsections 26.19, 26.20, 26.21, 26.22, and 26.22.1 of this Tariff: Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-1), Optional Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-2), Co-Generation, Small Power and Alternate Energy Producer Net Metering Rate (AEP-3), Optional Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-4), Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-5).

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

### 17.5.7 Large Power Service

#### Rate Designation: "3"

Class of Service: 120/208 or 277/480 volt three-phase alternating current with a minimum of 75 kva of connected load and actual metered demand shall not have exceeded 1000 kw in any of the past twelve (12) months. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for three-phase service through a single meter to a member consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kwhs)	\$90.00
	Demand Charge	
	On Peak Demand	\$12.50 per kw
	Distribution Demand	\$7.75 per kW
	Energy Charge	\$0.0380 per kWh

Subject to Energy Adjustment Clause - See Rider No. 1

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge plus the demand charge for the month or the Facilities Charge plus the demand charge for forty percent (40%) of the highest demand for any of the previous eleven (11) months, whichever is higher.

**Determination of Billing Demand:** The billing demand shall be the maximum kilowatt demand of fifteen (15) consecutive minutes established by the member-consumer during the On Peak period of 4 p.m. to 9 p.m. during the billing month, as indicated or recorded by a demand meter, and adjusted for power factor as provided in this rate schedule.

**Determination of Distribution Billing Demand:** The billing demand shall be the maximum kilowatt demand established by the member-consumer for any period of fifteen (15) consecutive minutes during the billing month, as indicated or recorded by a demand meter, and adjusted for power factor as provided in this rate schedule.

**Power Factor:** The member-consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than ninety-five percent (95%), the demand for billing purposes shall be adjusted by increasing the measured demand one per cent (1%) by which the average power factor is less than ninety-five percent (95%) lagging.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

### 17.5.8 Heat Plus Space Heating Service

**Rate Designation:** "6"

**Class of Service:** 120/240 volt, single phase alternating current or 120/208 or 277/480 volt three phase alternating current for space heating purposes only. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Available to any member-consumer who will agree to install an electric space heating system. Subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards. In addition, the following specific provisions shall apply to member-consumers who first take service under this rate after June 1, 2003. Specific conditions (e), (f) and (g) shall not apply to member-consumers who received service under the Interruptible Electric Service Heating Rate prior to June 1, 2003 or the Dual Fuel Space heating Rate prior to October 1, 2006.

- a. Service will be available for all approved separately metered electric space heating installations meeting the Cooperative's space heating equipment, building insulation and wiring specifications where electric service is also used for lighting and other purposes.
- b. A non-electric backup heating system is not required to qualify for this rate.
- c. The Cooperative reserves the right to use the electric heating system for load management purposes at some future date. The heating system would not be controlled to the detriment of the member-consumer.
- d. The member-consumer shall agree not to hold the Cooperative liable for any loss resulting from the failure of the electric space heating service.
- e. The primary heating system must be electric and must operate first, with any secondary heating system operating only when the primary system is unable to satisfy the indoor thermostat settings.
- f. A premium electric water heater must be installed and provide 100% of the domestic water heating for the home, except for water heating supplied from an electric heat pump desuperheater.
- g. The space heated by the primary electric heating system must be an area of 400 square feet or more and must be heated during times when unoccupied.

**Monthly Rate:** Energy Charge

October through May	\$0.0650 per kwh
June through September	
On Peak	\$0.183 per kwh
Off Peak	\$0.071 per kwh

Subject to Energy Adjustment Clause - See Rider No. 4 for October through May  
Subject to Energy Adjustment Clause - See Rider No. 1 for June through September

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Off Peak – All remaining hours

**Minimum Monthly Charge:** There is no minimum monthly charge.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Alternate Energy Purchase Program:** The Cooperative offers an optional alternate energy purchase program to all member-consumers. All accounts on this rate qualify for the Alternate Energy Purchase Program. The program details are at Subsection 26.22.

### 17.5.9 Large Power Seasonal Service

**Rate Designation:** "5"

**Class of Service:** 120/208 or 277/480 volt three-phase alternating current, with a minimum of 1,000 Kva of connected load, and actual metered demand shall have exceeded 1,000 KW in any of the past twelve (12) months. All types of residential, farm or business uses. Available in all cooperative service areas.

**Availability:** Applicable for three-phase service through a single meter to a member consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Rate:</b>	Facilities Charge (No kWhs)	\$84.00
	Demand Charge	
	Seasonal Average Demand	\$9.20 per kW
	Monthly Demand	\$13.50 per kW
	Energy Charge	\$0.03800 per kWh

Subject to Energy Adjustment Clause – See Rider No. 1

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge plus the demand charge for the month or the Facilities Charge plus the demand charge for forty percent (40%) of the highest demand for any of the previous eleven (11) months, whichever is higher.

**Determination of Seasonal Average Billing Demand:** The Seasonal Average Demand billing demand shall be the rolling 6-month average of the coincident demand for any period of sixty (60) consecutive minutes during the winter (Dec-Feb) and summer (Jun-Aug) months as indicated or recorded by a demand meter.

**Determination of Monthly Billing Demand:** The billing demand shall be the maximum kilowatt demand established by the member-consumer for any period of fifteen (15) consecutive minutes during the billing month, as indicated or recorded by a demand meter, and adjusted for power factor as provided in this rate schedule.

**Power Factor:** The member-consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than ninety-five percent (95%), the demand for billing purposes shall be adjusted by increasing the measured demand one per cent (1%) by which the average power factor is less than ninety-five percent (95%) lagging.

**Line Extension Policy:** The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

**Restrictions:** The Cooperative reserves the right to limit the number and size of motors installed on any service.

In each case where the simultaneous load is about to exceed the capability of the installed transformer(s), it shall be the responsibility of the member consumer to make arrangements with the Cooperative for the installation of suitable transformer(s) before such simultaneous load exceeds the capability of the presently installed transformer(s).

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other member consumers or such service shall exceed the capacity of the Cooperatives facilities.

**17.5.10 Idle Service - Small General Time-of-Use**

**Rate Designation:** "8"

**Class of Service:** Services that have been temporarily disconnected that are described in Section 26.1 – Small General Time-of-Use. All types of residential, farm or business services.

**Availability:** Applicable for single-phase or three-phase service through a single meter to a member consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

**Monthly Rate:** \$20.00

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Additional Charge:** When the member-consumer desires to reinstate full electric service as described in Subsection 26.1 – Small General Time-of-Use, the account shall be assessed the reconnection fee (regular hours or after-hours) as further detailed in Rider No. 2 – Non-Recurring Charges.

**17.5.11 Idle Service - Medium General Time-of-Use**

**Rate Designation:** "81"

**Class of Service:** Services that have been temporarily disconnected that are described in Section 26.2 – Medium General Time-of-Use. All types of residential, farm or business services.

**Availability:** Applicable for single phase or three-phase service through a single meter to a member consumer using the Cooperative's standard service; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

**Monthly Rate:** \$30.00

**Minimum Monthly Charge:** The minimum monthly charge under the above rates shall be the Facilities Charge.

**Additional Charge:** When the member-consumer desires to reinstate full electric service as described in Subsection 26.2 – Small General Time-of-Use, the account shall be assessed the reconnection fee (regular hours or after-hours) as further detailed in Rider No. 2 – Non-Recurring Charges.

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**17.5.12 Monthly Summary of Energy Adjustment Clause Charges**

Applicable Rates	Rider No. 1 1,2,3,5,9,20,24,25	Rider No. 4 6
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Rates Applied to Billing Period December 2016	0.000000	0.000000
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Applicable Rates	AEP 3 and AEP 4 1,2,24
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Rates Applied to December 2016	On Peak kWh 0.10712	Off Peak kWh 0.033012	Billing Period
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Applicable Rates	AEP5 3,5
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Rates Applied to Billing Period December 2016	All kWh 0.03012
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### 17.5.13 Rider No. 1 – Energy Adjustment Clause

Applicable to the following rates and service classes:

Rate Name	Rate	Subsection
Small General Time-of-Use	1	26.1
Medium General Time-of-Use	2	26.2
Large General Time-of-Use	24	26.3
Large Power Service	3	26.4
Large Power Seasonal Service	5	26.4.1
Small General Service		
Outdoor Lighting Service	9	26.8
Heat Plus Space Heating Service (June through September)	6	26.9

Bills rendered to member-consumers for all kilowatt hours of energy supplied shall be increased or decreased to offset any increase or decrease in power costs imposed by any supplier of electric power.

#### Calculation of the Adjustment Factor

The energy adjustment charge (EAC) shall be calculated to the nearest 0.0001 cents per KWH as follows:

$$EAC = CYA + CF$$

$$\begin{aligned} CYA &= \text{The current year adjustment component, based upon the full calendar} \\ &\quad \text{year when the adjustment factor to be applied} \\ &= PC - \frac{(S \times B)}{S} \end{aligned}$$

Where:

PC = The total purchased power cost for the year. For the factor to become effective at the beginning of a year, projected data will be used. For the purpose of monitoring or modifying the factor, actual data will be used, as available.

S = KWH sales for the year. For the factor which will become effective at the beginning of a year, projected data will be used. For the purpose of monitoring or modifying the factor, actual data will be used, as available.

B = The total purchased power expense per KWH included in the current retail base rates.

CF = The correction factor for cumulative over or under collections from the prior period as determined by =  $R - E/S$

E = The cumulative purchased power expense incurred since the beginning of the current year plus any net over or under collection from prior years, and

R = The total purchased power related revenue collected during the current calendar year, including that component in the base rates and that in the CYA.

**Procedures to Monitor and Modify the Adjustment Factor**

1. Prior to January of each year the Cooperative will prepare and have a factor, "CYA", to be used for the following year based on the projected Purchased Power Cost and sales per kwh for the next year. The "CF" component will be based on the anticipated cumulative under or over collections as of the end of December of the prior year. The anticipated balance at December 31 will be based upon the actual balance at the end of September and the anticipated activity for October, November, and December.
2. The "CF" will be based upon the projected under or over collection as of the effective date.
3. If at any time during the period of January 1 through December 31 the use of the "CYA" then in effect will result in a net under collection of the Cooperative's power costs by more than four (4) percent of the latest estimate of the annual power costs calculated using the actual power costs incurred to date and the latest estimate of the power costs and sales for the remainder of the fiscal year or a net over collection of such power costs by more than four (4) percent of such estimate, the Cooperative shall calculate a new "EAC" for the balance of the current fiscal year designed to recover the Cooperative's power costs over the twelve-month period beginning with the date of adjustment.
4. The Cooperative shall monitor the under and over collection on a monthly basis. At any time, when it appears that the necessary purchased power related revenue will not be collected in the remaining portion of the fiscal year, the Cooperative may change to a new "EAC" base.

#### **17.5.14 Rider No. 4 – Energy Adjustment Clause**

Applicable to the following rates and service classes:

<b>Rate Name</b>	<b>Rate</b>	<b>Subsection</b>
Heat Plus Space Heating Service (October through May)	6	26.9

Applicable to bills rendered to member-consumers during the months of October through May.

Calculation of the Adjustment Factor

The energy adjustment charge (EAC) shall be calculated to the nearest .001 cents per KWH as follows:

$$EAC = CYA + CF$$

Where:

CYA = The current heating season adjustment component, based upon the heating season when the adjustment factor is to be applied.

$$= \frac{PC - (S \times B)}{S}$$

PC = The total purchased power cost for the heating season for electric energy specifically for space heating purposes. For the factor to become effective at the beginning of a heating season, projected data will be used. For the purpose of monitoring or modifying the factor, actual data will be used, as available.

S = KWH sales for the Heat Plus electric space heating rate plan for the heating season. For the factor which will become effective at the beginning of a heating season, projected data will be used. For the purpose of monitoring or modifying the factor, actual data will be used, as available.

B = The total EAC base revenue per KWH under the Heat Plus electric space heating rate plan.

CF = The correction factor for cumulative over or under collections from the prior period as determined by

$$= \frac{R-E}{S}$$

E = The cumulative purchased power cost incurred for the heating season for electric energy specifically for space heating purposes plus any net over or under collection from prior heating season, and

R = The total EAC base revenue collected during the current heating season plus any collected during the period.

**Procedures to Monitor and Modify the Adjustment Factor**

1. Prior to October 1 of each year the Cooperative will prepare and have a factor, "CYA", to be used for the following heating season based on the projected purchased power cost for electric energy specifically for space heating purposes and projected sales under the Heat Plus rate for the next heating season. The "CF" component will be based on the cumulative under or over collections as of the end of the preceding heating season.
2. If at any time during the period of October 1 through May 31 the use of "CYA" then in effect will result in a net under collection of the Cooperative's power costs by more than four (4) percent of the latest estimates of the annual power costs calculated using the actual power costs incurred to date and the latest estimates of the power costs and sales for the remainder of the heating season or a net over collection of such power costs by more than four (4) percent of such estimate, the Cooperative shall calculate a new "EAC" for the balance of the current heating season designed to recover the Cooperative's power costs over the remainder of the heating season.

**17.5.15 Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-1)**

Availability

Available to all member-consumers with an approved Qualifying Co-Generation, Small Power, or Alternate Energy Production facility and with a design capacity of 100 KW or less.

Type of Service

Single phase, or multi phase, 60 cycle, service

Buy Back Rate

The Cooperative will purchase any electric energy produced by the facility and not used by the member-consumer at that service location. The net monthly Buy Back Rate shall be the sum of the administrative charge, the applicable Energy Credit and the applicable Capacity Credit.

The Cooperative purchases all of its power requirements from its wholesale power supplier, Central Iowa Power Cooperative (CIPCO). All energy and capacity delivered to the Cooperative's electric system will be purchased at CIPCO's avoided costs. The avoided cost is the incremental cost to CIPCO of electric energy and capacity, which, but for the purchase from the Cooperative's member-consumer's generating facility, CIPCO would generate from its own facilities or purchase from the wholesale energy market. CIPCO shall therefore be responsible for calculating its' avoided costs and providing that cost information to the Cooperative.

Administrative Charge

The member-consumer will pay the Cooperative a \$40.00 per month administrative fee.

Energy Credit

Energy supplied to the Cooperative's electric system from the member-consumer's generating facility is to be metered by a kilowatt-hour meter having a detent to prevent the reverse flow of the meter. The energy credit is per CIPCO's tariff rate "C".

Capacity Credit

Capacity supplied to the Cooperative's electric system from the member-consumer's generating facility will be metered by a demand meter capable of recording 60 minute intervals. The capacity credit shall be computed based on the clock-hour integrated KW generation supplied by the member-consumer's generating facility that is recorded coincident with the time of the CIPCO clock-hour peak demand for the applicable month. This clock-hour period shall

occur during the on-peak hours of 4:01 p.m. to 9:00 p.m. during the months of May, June, July, August, September, and October. There will be no capacity credit for the months of November, December, January, February, March, and April. The capacity credit rate is per CIPCO's tariff rate "C".

#### Line Extension Policy

The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

#### Restrictions

The Cooperative reserves the right to limit the capacity of any 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's facilities.

**17.5.16 Optional Co-Generation, Small Power and Alternate Energy Producer  
Buy Back Rate (AEP-2)**

Availability

Available to all member-consumers with an approved Qualifying Co-Generation, Small Power, or Alternate Energy Production facility and with a design capacity of 100 KW or less, who elect not to use the (AEP-3) rate.

Type of Service

Single phase, or multi phase, 60 cycle, service.

Buy Back Rate

Any energy the member-consumer purchases from the Cooperative shall be on the appropriate tariff rate for a similar load size and characteristic. The member-consumer is encouraged to use as much of their generation as possible to reduce their purchases from the Cooperative. Any energy produced by the facility and not used by the member-consumer at that service location will not be registered and no credit will be issued for such energy.

Line Extension Policy

The Cooperative will extend service facilities to the member-consumer in accordance with the Extension Policy at Section 5.

Restrictions

The Cooperative reserves the right to limit the capacity of any 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's facilities.

### **17.5.17 Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-3)**

**Availability:** Available to all member-consumers with an approved Qualifying Co-Generation, Small Power, or Alternate Energy Production facility (Facility) that is owned by the member-consumer and has a design capacity that is appropriately sized for their KW demand..

**Type of Service:** Single phase, or multi phase, 60 cycle, service

**Metering, Purchases and Sales:** The Facility shall be responsible for payment of any applicable service charge or other applicable charges approved by the Board of Directors that are not collected on the basis of metered registration.

For charges collected on the basis of metered registration, the Cooperative shall, for each monthly billing period, determine the net meter registration of the Facility by comparing the directional energy flow in each direction. Any excess kWhs delivered to the electrical grid by the Facility shall be converted to a cash value and credited to the member-consumer as a bill credit by the Cooperative at a rate equal to Cooperative's avoided cost for that year as defined in the PURPA regulations.

Any energy the member-consumer purchases from the Cooperative shall be on the appropriate tariff rate for a similar load size and characteristic. The member-consumer is encouraged to use as much of their generation as possible to reduce their purchases from the Cooperative.

The Cooperative purchases all of its power requirements from its wholesale power supplier, Central Iowa Power Cooperative (CIPCO). All excess energy and capacity delivered to the Cooperative's electric system during the off peak time block will be purchased at CIPCO's avoided costs. All excess energy and capacity delivered to the Cooperative's electric system during the on peak time block will be purchased at CIPCO's avoided cost plus the difference between the on peak and off peak rate. The avoided cost is the incremental cost to CIPCO of electric energy and capacity, which, but for the purchase from the Cooperative's member-consumer's generating facility, CIPCO would generate from its own facilities or purchase from the wholesale energy market. CIPCO shall therefore be responsible for calculating its' avoided costs and providing that cost information to the Cooperative.

The net metering arrangement provided to Member-Consumer herein is for the purposes of promoting small-scale renewable generation facilities, such as the facility owned by Member-Consumer. The parties agree that all kWhs delivered by the Facility to the Cooperative shall be deemed to have been purchased by Cooperative at the point of delivery, even though the Cooperative shall have given the Member-Consumer Net Metering Credits rather than a bill credit for the same. All kWh's will be net metered within the time blocks during which they are generated. In addition, such purchases shall include the purchase of any "green tags" renewable energy credits, or other environmental attributes associated with the purchase of renewable energy.

**Energy Credit:** The energy credit is subject to change as CIPCO costs change. There is no capacity credit available. Any billing or credit for energy shall be determined by a non-detented meter.

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Off Peak – All remaining hours

**Restrictions:** This rate shall be available only to energy billed member-consumers. The Cooperative reserves the right to limit the capacity of any facility when, in its judgment, such services will impair the service to other member-consumers or such service shall exceed the capacity of the Cooperative's facilities. Facility name plate capacity be sized appropriately for the member's KW demand.

Eastern Iowa Light and Power Cooperative will not offer net metering with another discounted rate on the same account, for example an electric heat rate. Should a member wish to install an AEP facility, and currently has a discounted rate being billed, the member will need to convert their discounted service to their main meter to have an approved net metered AEP facility connected. The AEP facility may be connected on another rate and maintain the discounted rate.

**Disabled AEP Facility:** Should the member's AEP facility become in-operable and require repair the member shall notify Eastern Iowa Light and Power Cooperative immediately. If the AEP remains in-operable for a period of six consecutive months with no action on the owners behalf to have it repaired (verifiable by third party contacts) the member will be removed from this net metering tariff. When the member's AEP facility is repaired, member will need to re-apply for connection and will be inspected by the Cooperative for approval. Should our allotment for net metering be at its maximum as set by this tariff when the member re-applies, the member will be placed at the end of the waiting list for net metering. The member will have the option to connect their AEP on one of our other applicable rates.

**17.5.18 Optional Co-Generation, Small Power and Alternate Energy Producer  
Buy Back Rate (AEP-4)**

**Availability:** Available to all member-consumers with an approved Qualifying Co-Generation, Small Power, or Alternate Energy Production facility and with a design capacity not appropriately sized for their KW demand.

**Type of Service:** Single phase, or multi phase, 60 cycle, service.

**Buy Back Rate:** The Cooperative will purchase any electric energy produced by the facility and not used by the member-consumer at that service location. Any energy the member-consumer purchases from the Cooperative shall be on the appropriate tariff rate for a similar load size and characteristic. The member-consumer is encouraged to use as much of their generation as possible to reduce their purchases from the Cooperative. The meter will record KWH delivered to the member separately from those delivered to the Cooperative. All energy delivered to the Cooperative will be registered and credit will be issued for such energy on the billing statement.

The Cooperative purchases all of its power requirements from its wholesale power supplier, Central Iowa Power Cooperative (CIPCO). All energy and capacity delivered to the Cooperative's electric system during the off-peak time block will be purchased at CIPCO's avoided costs. All excess energy and capacity delivered to the Cooperative's electric system during the on-peak time block will be purchased at CIPCO's avoided cost plus the difference between the on-peak and off-peak rate. The avoided cost is the incremental cost to CIPCO of electric energy and capacity, which, but for the purchase from the Cooperative's member-consumer's generating facility, CIPCO would generate from its own facilities or purchase from the wholesale energy market. CIPCO shall therefore be responsible for calculating its' avoided costs and providing that cost information to the Cooperative.

**Energy Credit:** The energy credit is subject to change as CIPCO costs change. There is no capacity credit available. Any billing or credit for energy shall be determined by a non-detented meter.

**Time of Use Periods:** On Peak – 4:00 pm to 9:00 pm every day  
Off Peak – All remaining hours

**Restrictions:** The Cooperative reserves the right to limit the capacity of any 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's facilities.

**17.5.19 Co-Generation, Small Power and Alternate Energy Producer Buy Back Rate (AEP-5)**

Availability

Available to member-consumers on rate #3 or #5 with an approved Qualifying Co-Generation, Small Power, or Alternate Energy Production facility and with a design capacity not appropriately sized for their KW demand.

Type of Service - Single phase, or multi phase, 60 cycle, service.

Buy Back Rate

The Cooperative will purchase any electric energy produced by the facility and not used by the member-consumer at that service location. Any energy the member-consumer purchases from the Cooperative shall be on the appropriate tariff rate for a similar load size and characteristic. The member-consumer is encouraged to use as much of their generation as possible to reduce their purchases from the Cooperative. The meter will record KWH delivered to the member separately from those delivered to the Cooperative. All energy delivered to the Cooperative will be registered and credit will be issued for such energy on the billing statement.

The Cooperative purchases all its power requirements from its wholesale power supplier, Central Iowa Power Cooperative (CIPCO). All energy and capacity delivered to the Cooperative's electric system will be purchased at CIPCO's avoided costs. The avoided cost is the incremental cost to CIPCO of electric energy and capacity, which, but for the purchase from the Cooperative's member-consumer's generating facility, CIPCO would generate from its own facilities or purchase from the wholesale energy market. CIPCO shall therefore be responsible for calculating its' avoided costs and providing that cost information to the Cooperative.

Energy Credit

The energy credit is subject to change as CIPCO costs change. There is no capacity credit available. Any billing or credit for energy shall be determined by a non-detented meter.

Restrictions

The Cooperative reserves the right to limit the capacity of any 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's facilities.

**Energy Cost Adjustment:** See Rider No. 1

## 17.5.20 Private Outdoor Lighting Service

**Price Designation:** Private Outdoor Lighting Service

**Class of Service:** Dusk-to-dawn outdoor lighting service, including a photo-electrically controlled vapor-type lighting unit, available to any classification of electric service near existing secondary lines of Cooperative or to Member-consumer's wiring system. New security lights shall be 40-watt or 70-watt light emitting diode (LED) lights. Existing 100-watt or 250-watt high pressure sodium (HPS) lights and 175-watt and 400-watt mercury vapor (mv) security lights will continue to be used until replacement is required. At that time, they will be converted to LED lights. Specialty Lighting applies to existing lamps of unique type and size as negotiated with member-consumers. All types of residential, farm or business uses. Available in all cooperative service areas

**Service Area:** All areas

**Availability:** Available to any member-consumer in close proximity to existing secondary lines of the Cooperative, subject to Section 21 of this Tariff; all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

<b>Monthly Price:</b>	175-watt MV or 100-watt HPS or 40-watt LED	\$10.75
	400-watt MV or 250-watt HPS or 70-watt LED	\$18.75
	Specialty Lighting	\$36.00

Subject to Energy Adjustment Clause - See Rider No. 1

**Billing:** The bill is the amount computed when applying the transformer service charge, the energy cost adjustment, and the above price to the number of kWhs consumed.

**Restrictions:** Cooperative will 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 Member-consumer on the premises. Under no circumstances will 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 Cooperative's personnel.

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

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

**Maintenance:** Cooperative will maintain said lighting equipment, including the lamp replacement, at no cost to Member-consumer, as promptly as practicable during regular working hours after Member-consumer has notified Cooperative of maintenance necessity. Any damage to the lighting equipment resulting from deliberate, malicious causes from vandalism shall be paid for by Member-consumer.

Member-consumer shall allow authorized Cooperative representatives to enter upon Member-consumer's premises to install said lighting equipment, maintain 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 Member-consumer request or upon termination of service.

**Disclaimer:** Although Cooperative has agreed, pursuant to this tariff, to provide certain maintenance for lighting equipment, Cooperative cannot continuously monitor the equipment and disclaims all liability from such maintenance activities or the failure to perform such activities, whether the lighting equipment is owned by Cooperative or Member-consumer. Cooperative makes no guarantees or assurances as to the availability, adequacy, or operation of the lighting equipment provided pursuant to this tariff. Member-consumer must notify Cooperative if Member-consumer believes the lighting equipment needs maintenance or is inadequate for Member-consumer's needs.

### **17.5.21 Public Street and Highway Lighting - Nonmetered**

**Price Designation:** Public Street and Highway Lighting Service

**Class of Service:** Electric service, including photo-electrically controlled vapor-type 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.

**Service Area:** All areas

**Availability:** City, County, and State Government member-consumers.

<b>Monthly Price:</b>	175-watt MV or 100-watt HPS or 40-watt LED	\$10.75
	400-watt MV or 250-watt HPS or 70-watt LED	\$18.75
	Specialty Lighting	\$36.00

**Billing:** The bill is the amount computed when applying the transformer service charge, the energy cost adjustment, and the above price to the number of kWhs consumed.

**Restrictions:** Cooperative will 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 Member-consumer on the premises. Under no circumstances will 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 Cooperative's personnel.

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

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

**Maintenance:** Cooperative will maintain said lighting equipment, including the lamp replacement, at no cost to Member-consumer, as promptly as practicable during regular working hours after Member-consumer has notified Cooperative of maintenance necessity. Any damage to the lighting equipment resulting from deliberate, malicious causes from vandalism shall be paid for by Member-consumer.

Member-consumer shall allow authorized Cooperative representatives to enter upon Member-consumer's premises to install said lighting equipment, maintain 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 Member-consumer request or upon termination of service.

**Disclaimer:** Although Cooperative has agreed, pursuant to this tariff, to provide certain maintenance for lighting equipment, Cooperative cannot continuously monitor the equipment and disclaims all liability from such maintenance activities or the failure to perform such activities, whether the lighting equipment is owned by Cooperative or Member-consumer. Cooperative makes no guarantees or assurances as to the availability, adequacy, or operation of the lighting equipment provided pursuant to this tariff. Member-consumer must notify Cooperative if Member-consumer believes the lighting equipment needs maintenance or is inadequate for Member-consumer's needs.

**Energy Cost Adjustment:** See Rider No. 1

## **17.6 Fees**

### **17.6.1 Membership Fee**

Membership fee, which is due at time of membership application, is \$10.00.

### **17.6.2 Disconnection Fee**

Member-consumer shall pay a disconnection fee of \$150.00 anytime Cooperative disconnects electric service involuntarily or voluntarily without providing Cooperative with more than 48 hours prior notice. If Member-consumer is disconnected remotely, Member-consumer shall pay a disconnection fee of \$50.

### **17.6.3 Reconnection Fee**

Member-consumer shall pay a reconnection fee to have electric service reconnected following any service disconnection unless an exception listed elsewhere within the tariff applies. Member-consumer shall pay a reconnection fee of \$150.00 if the trip is completed on regular time. The charge shall be \$300.00 if any part of the trip is on overtime. If Member-consumer is reconnected remotely, Member-consumer shall pay a reconnection fee of \$50.

### **17.6.4 Posting Fee**

Member-consumer shall pay a posting fee of \$150.00 anytime Cooperative representatives travel to Member-consumer's premises to post a disconnection notice due to bill nonpayment.

### **17.6.5 Check Return Charge**

If a person's check, draft, or order is dishonored (returned unpaid) by the bank or financial institution upon which it was drawn, Cooperative will send the person a notice and require immediate settlement of the account. A \$30.00 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, Cooperative shall demand the future payments for service rendered must be made by cash, post office money order, or other acceptable legal tender.

### **17.6.6 Service Call Fee**

Minimum charge	
During regular working hours	\$150.00
During overtime hours	\$300.00
Plus cost of materials used	