
Section 1 STATEMENT OF OPERATIONS	5
1.1 Preliminary Statement	5
1.2 Areas Served	5
1.3 Persons Authorized to Communicate with Board	5
Section 2 DEFINITIONS	7
2.1 Cooperative	7
2.2 Applicant	7
2.3 Member-Consumer	7
2.4 Board	7
2.5 Premises	7
Section 3 REQUIREMENTS FOR SERVICE (20.2(3)) & (20.2 (4) o)	8
3.1 Application	8
3.2 Membership	8
3.3 Member-Consumer Deposits (Iowa Code 476.20)	8
3.4 Right-of-Way	10
Section 4 CHARACTERISTICS OF SERVICE (20.7)	11
4.1 Standard	11
4.2 Character	11
4.3 Classes	11
4.4 Primary Voltage Services	11
Section 5 FACILITY EXTENSIONS (20.2(4) k) & (20.2(4) w) & (20.3(13))	12
5.1 Availability	12
5.2 Charges Associated with Line Extensions and Service Line Extensions	12
5.3 Other Line Extension and Service Line Extension Provisions	16
5.4 New Facilities – Platted Areas	16
Section 6 DISCONNECTION OF ELECTRIC SERVICE (20.4(15))	18
6.1 Electric Service Disconnections Prohibited (20.4(17))	18
6.2 Electric Service Disconnection (20.4(15))	18
6.3 Insufficient Reasons for Disconnecting Electric Service. (20.4(16))	23
6.4 Prior Indebtedness	23
6.5 Resale of Energy	24
6.6 Member-consumer Rights and Responsibilities to Avoid Disconnection (20.4(15) d(3))	24
Section 7 METER INSTALLATIONS	28
7.1 Ownership	28
7.2 Types of Meter Loop Installations	29
7.3 Primary Metering	30
7.4 Meter Seals	30
Section 8 UNDERGROUND ELECTRIC FACILITIES	31
8.1 Ownership and/or Contributions	31
8.2 Specifications	31
8.3 New Underground Facilities – Platted Areas	31
8.4 New Underground Facilities to Single Service	31

8.5 Replace Existing Facilities with Underground Facilities	31
Section 9 WIRING STANDARDS	33
9.1 Cooperative's Requirements	33
9.2 Iowa Electrician's Licensing and Inspection Program Requirements	33
9.3 Member-Consumer's Responsibility.....	34
Section 10 METER READING.....	35
Section 11 BILLING PROCEDURE (20.4(12)) & (20.2(4) v)	36
11.1 Type of Billing.....	36
11.2 Billing Period (20.3(6))	36
11.3 Due Date	36
11.4 Failure to Receive Bill	37
11.5 Budget Billing	37
11.6 Parties Responsible for Payment	38
11.7 Billing Information	39
Section 12 COLLECTIONS.....	40
12.1 Procedure	40
12.2 Returned Checks, Drafts or Orders.....	42
12.3 Reconnection Charge Resulting from Nonpayment of Energy Account.....	42
Section 13 METER TESTING (20.6)	43
13.1 Routine Testing	43
13.2 Request Test.....	43
13.3 Adjustments of Bills (20.4 (14)).....	44
13.4 Grounds on Member-Consumer's Premises (20.2(4) u)	46
13.5 Special Metering Installation	47
Section 14 UNCOLLECTED ACCOUNTS	48
14.1 Service Reconnection	48
14.2 Collection Agency.....	48
14.3 Right of Off-Set	48
Section 15 TEMPORARY DISCONNECTS.....	49
15.1 Definitions	49
15.2 Availability	49
15.3 Iowa Electrician's Licensing and Inspection Program Requirements	49
15.4 Charges	49
Section 16 IDLE SERVICES.....	50
16.1 Definitions	50
16.2 Charges	50
16.3 Rebuilding	50
Section 17 SERVICE CALLS	51
17.1 Cooperative's Responsibility	51
17.2 Member-Consumer's Responsibility.....	51
17.3 Charges	51

Section 18 RELOCATION OF FACILITIES.....	52
18.1 Cooperative’s Facilities	52
18.2 Member-Consumer’s Facilities.....	52
18.3 Moving of Buildings	52
Section 19 USE OF COOPERATIVE’S FACILITIES BY MEMBER-CONSUMER AND OTHERS	54
19.1 Cooperative Facilities	54
19.2 Meter Pole	54
19.3 Poles Owned by Cooperative Other Than Meter Poles	54
19.4 Non-Liability of Cooperative	54
Section 20 DAMAGE TO COOPERATIVE’S FACILITIES	55
20.1 Member-Consumer’s Responsibility.....	55
20.2 Protection of Cooperative’s Facilities on Member-Consumer’s Premises	55
Section 21 LIGHTING SERVICE	56
21.1 Definitions	56
21.2 Availability	56
21.3 Maintenance of Outdoor Lighting Equipment	56
21.4 Charges	57
21.5 Member-Consumer Permission.....	57
21.6 Disclaimer of Liability/Limitation of Liability	57
Section 22 SPECIAL CONDITIONS OF SERVICE.....	58
22.1 Corrective Equipment.....	58
22.2 Arc Welding Installations	58
22.3 Requirements for Electric Motors	58
22.4 Standby Generators	59
22.5 New Structure Energy Conservation Standards Iowa Code 103A	59
Section 23 COMPLAINTS	61
23.1 Member-Consumer Complaints	61
23.2 Records	61
Section 24 INSPECTION OF ELECTRICAL PLANT (25.3).....	62
24.1 Periodic Inspection	62
24.2 Inspection forms	62
24.3 Filing.....	62
24.4 Construction and Maintenance.....	62
Section 25 COGENERATION AND SMALL POWER PRODUCTION	63
25.1 Availability	63
25.2 Definitions.....	63
25.3 Requirements for Interconnection	64
25.4 Rates for Purchased Power	69
Section 26 ELECTRIC TAX ADJUSTMENT RIDER #1	72
Section 27 FORMS AND CONTRACTS.....	73
Section 28 ALTERNATE ENERGY PURCHASE PROGRAM	74

Section 29 LOCAL GOVERNMENT COMPLIANCE	76
<i>29.1 Applicability</i>	<i>76</i>
<i>29.2 Purpose</i>	<i>76</i>
<i>29.3 Overview</i>	<i>76</i>
<i>29.4 Definitions</i>	<i>77</i>
<i>29.5 Adjustment Computation and Application.....</i>	<i>77</i>
Section 30 PRICES	79

RULES AND REGULATIONS

These rules and regulations are designed to govern the supplying and receiving of electrical energy for good service, safety and the well-being of the member-consumer and the Cooperative. They contain the prices and charges to be collected for rendering of electric service. They are subject to change from time to time and are issued in compliance with Chapter 476, Code of Iowa. Pella Cooperative Electric Association maintains local control over these rules and regulations. Only those areas described in in Iowa Code section 476.1A are subject to Iowa Utilities Board jurisdiction.

Section 1 STATEMENT OF OPERATIONS

1.1 Preliminary Statement

The Pella Cooperative Electric Association of Pella, Iowa, is a Cooperative corporation organized under the provisions of Chapter 490, Code of Iowa.

The Cooperative provides electric distribution service to approximately 2,900 member-consumers in Jasper, Mahaska, Marion, Poweshiek, and Warren counties, Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member-consumer has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the members-consumers by the members-consumers.

The principal office of the Cooperative is in Pella, Iowa, and all records are retained at this office.

1.2 Areas Served

Rural areas in Jasper, Mahaska, Marion, Poweshiek, and Warren counties, Iowa

Inside Corporate Limits of Pella, Iowa

1.3 Persons Authorized to Communicate with Board

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

1. General Manager
2. Member-Consumer Relations
3. Engineering Operations
4. Meter Tests and Repairs

5. Emergencies During Non-Office Hours
6. Franchises for Electric Lines
7. Certificates for Electric Generating Plants

Section 2 DEFINITIONS

2.1 Cooperative

The term "Cooperative" is herein used to designate the Pella Cooperative Electric Association, which furnishes electric service under these rules and regulations.

2.2 Applicant

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

2.3 Member-Consumer

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

2.4 Board

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

2.5 Premises

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

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

3.1 Application

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

3.2 Membership

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

3.3 Member-Consumer Deposits (Iowa Code 476.20)

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

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

3.3.1 Amount of Deposit

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

3.3.2 Interest on Deposit

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

3.3.3 Receipts

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

3.3.4 Deposit Refund

A deposit shall be refunded after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment). For refund purposes, the account shall be reviewed for prompt payment after twelve months of service following the making of the deposit and for each twelve-month interval terminating on the anniversary of the deposit. Any deposit plus accumulated interest, less any unpaid utility bill of member-consumer, shall be refunded during settlement of a final billing upon termination of the service.

3.3.5 Additional Deposits

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

3.3.6 Non-Compliance

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

3.4 Right-of-Way

3.4.1 Procurement

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

3.4.2 Initial Clearing

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

3.4.3 Applicant's Premises – Right-of-Way

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

Section 4 CHARACTERISTICS OF SERVICE (20.7)

4.1 Standard

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

4.2 Character

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

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

4.3 Classes

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

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

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

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

4.4 Primary Voltage Services

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

Section 5 FACILITY EXTENSIONS (20.2(4) k) & (20.2(4) w) & (20.3(13))

5.1 Availability

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

The Cooperative will supply electric service at a delivery point, or meter location, to be agreed upon by the Cooperative and the applicant. This location will be determined as the best load center available to serve all the electrical requirements of the member-consumer that are near enough to be served from one metering point. The Cooperative will install and maintain the line and all equipment up to the point of delivery. The meter will be furnished by the Cooperative and meter socket will be furnished by the member-consumer.

5.2 Charges Associated with Line Extensions and Service Line Extensions

5.2.1 Definitions

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

1. Contribution in aid of construction means a nonrefundable cash payment covering the costs of an extension that are in excess of Cooperative funded allowances.
2. Estimated construction cost using good engineering practices shall be calculated using the Cooperative's work order standard construction unit cost for each type of extension. Estimated construction costs will consider the conditions of the construction such as frozen ground or other adverse conditions. The overhead transformer cost, meter cost and facilities built for the convenience of the Cooperative are not included. These costs will be adjusted biannually.
3. Extension means a distribution or secondary line extension.

4. Permanent service is defined as any service that is intended to remain in place on a continuing basis and, where applicable, is approved by the local authorities having jurisdiction.
5. The point of delivery on overhead construction is defined as the end of the service drop where it is attached to the structure on which the meter is located. The point of delivery on underground construction is the point of attachment to the meter socket.
6. Temporary service refers to any service that is not intended to remain in place on a continuing basis. Temporary service will be extended according to the terms and conditions imposed by the Cooperative.

5.2.2 Permanent Service

Distribution or Secondary Line Extension Including a Service Line Extension

1. Plant addition. The Cooperative will provide all electric plant at its cost and expense without requiring a contribution in aid of construction, except in those circumstances where extensive plant additions (see guidelines below) are required before the member can be served, or where the member will not attach within 12 months or another agreed upon attachment period. In such instances, the Cooperative will require a contribution in aid of construction cost (nonrefundable) from the member 30 days prior to the commencement of construction.
2. Extensions for members who will attach within 12 months or the agreed upon time period.
 - a. The Cooperative will finance and make the extension without a contribution in aid of construction for extensions in the public right-of-way.
 - b. Overhead Service. For overhead extensions outside the public right-of-way, the Cooperative will finance and make the extension without a contribution in aid of construction, if the estimated construction length is less than or equal to 250 feet single-phase, overhead line of good engineering design for a permanent service to the closest side of the house or building.
 - c. Underground Service. For underground extensions outside public right-of-way, the Cooperative will finance and make the extension without a contribution in aid of construction, if the construction cost of underground service does not exceed the estimated construction cost of 250 feet single-phase, overhead line of good engineering design including transformation cost difference for a permanent service to the closest side of the house or building.

-
- d. If the estimated construction length is greater than 250 feet single-phase overhead line, or greater than the cost equivalent for underground service, the member will contract with the Cooperative and provide a contribution in aid of construction (nonrefundable) equal to the estimated construction cost less 250 feet single-phase overhead line, or the cost equivalent for underground service, no more than 30 days prior to commencement of construction.
 - e. Member-consumer shall deposit 50% of the contribution in aid of construction at the execution of the work agreement with the balance due upon completion.
 - f. Because of the special requirements for various commercial or industrial member-consumers, each application will be reviewed to determine if a contribution in aid of construction is required.
3. Extensions for members who will not attach within 12 months or the agreed upon attachment period.
 - a. The member will contract with the Cooperative and deposit a contribution in aid of construction (nonrefundable) equal to the estimated construction costs no more than 30 days prior to commencement of construction.

5.2.3 Temporary Service

Where, in the opinion of the Cooperative, circumstances indicate that service may be temporary; the Cooperative may supply temporary electric service provided the applicant will make an advance cash construction payment equal to the estimated labor and overhead costs of installing and removing the service, plus non-salvageable materials. Electricity consumed will be metered and billed at the regular applicable price schedule. The Cooperative may require a deposit intended to guarantee payment of bills for service in addition to the construction advance. When service is removed, any advance in excess of actual costs will be refunded.

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

At the request of the member-consumer, the Cooperative may convert a single-phase facility to a multi-phase facility. The member-consumer will make a contribution in aid of construction 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 installation will be done at such time

that will not unreasonably interfere with the service to other member-consumers. The payment will be required in advance of the construction.

5.2.5 Extension Other Than Cooperative Design

If member-consumer requests a more expensive line or service extension design (including route selection) than the 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
- The Cooperative's design.

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

5.2.6 Right-of-Way

The applicant must grant or cause to be granted to the Cooperative, without charge, right-of-way over, along, across and under the premises and any adjacent road right-of-way for the construction, operation, maintenance and repair of the Cooperative's lines and all appurtenances and equipment connected or used in connection. The Cooperative and its representatives may enter at reasonable times to construct, operate, maintain, repair or perform any other duties necessary to maintain the Cooperative's facilities, including vegetation management. (See also Section 3.4)

5.2.7 Moving of Cooperative Facilities

If the Cooperative is asked to move any of its wires or equipment temporarily or permanently, to provide physical clearance 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 actual cost of the move shall be borne entirely by the persons requesting such moving of facilities. Any move or removal of Cooperative facilities upon request of any governmental authority shall be in accordance with applicable franchises, ordinances, statutes or regulations. The payment for the move of facilities must be made before the move takes place.

5.2.8 Excess Facilities

The Cooperative will install facilities adequate to meet the member-consumer's anticipated load as a normal installation. If the member-consumer desires

facilities in excess of a normal installation, the member-consumer must contact the Cooperative to determine availability and possible charges.

5.3 Other Line Extension and Service Line Extension Provisions

5.3.1 Notification by Member-consumer

Before service will be provided to a premises not currently receiving service, the member-consumer must notify the Cooperative and complete an application for service.

5.3.2 Space Requirement

The member-consumer must provide space for any Cooperative equipment required to serve the member-consumer.

5.3.3 Transformer Size

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

5.3.4 New Structure Energy Conservation Standards

See Section 22.5

5.4 New Facilities – Platted Areas

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

5.4.1 Easements

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

5.4.2 Grade

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

5.4.3 Contribution in Aid of Construction (nonrefundable)

The Cooperative will require the developer to pay for the conduit and its installation, the installation of primary and secondary pedestals, transformer bases, switch gear bases, and pull boxes.

The Cooperative will require 50% of the nonrefundable contribution in aid of construction for the platted area at execution of the work agreement with the balance due upon completion. The remainder of the contribution in aid of construction will be due and payable no longer than 30 days after receipt of the final bill.

Section 6 DISCONNECTION OF ELECTRIC SERVICE (20.4(15))

6.1 Electric Service Disconnections Prohibited (20.4(17))

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

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

6.2 Electric Service Disconnection (20.4(15))

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

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

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

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

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

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

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

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

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

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

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

3. **Summary of Member-Consumer Rights and Responsibilities.** A copy of the Summary Rights and Responsibilities required to be provided to the member-consumer is contained in section 6.6 of this tariff.
4. **Diligent Attempt to Contact.** The Cooperative, when disconnecting service to a residence, will make a diligent attempt to contact, by telephone or in person, the member-consumer responsible for payment for service to the residence to inform the member-consumer of the pending disconnection and the member-consumer's rights and

responsibilities. During the period from November 1 through April 1, if the attempt at member-consumer contact fails, the premises shall be posted at least one day prior to disconnection with a notice informing the member-consumer of the pending disconnection and rights and responsibilities available to avoid disconnection.

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

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

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

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

be made to reconnect electric service for the member-consumer not later than 11 a.m. the next day.

7. **Severe cold weather.** A disconnection may not take place where electricity is used as the only source of space heating or to control or operate the only space heating equipment at the residence on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will be 20 degrees Fahrenheit or colder. In any case where the Cooperative has posted a disconnect notice in compliance with subparagraph 20.4(15)“d”(5) but is precluded from disconnecting service because of a National Weather Service forecast, the Cooperative may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises above 20 degrees Fahrenheit and is forecasted to be above 20 degrees Fahrenheit for at least 24 hours, unless the member-consumer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision of paragraph 20.4(15)“d.”

The Cooperative will, prior to November 1, mail member-consumers a notice describing the availability of winter energy assistance funds and the application process. The notice will be of a type size that is easily legible and conspicuous and will contain the information set out by the state agency administering the assistance program.

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

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

approximately how long the danger will continue. Initial verification by the verifying party may be by telephone if written verification is forwarded to the Cooperative within five days.

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

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

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

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

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

6.3 Insufficient Reasons for Disconnecting Electric Service. (20.4(16))

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

- a. Delinquency in payment for service by a previous occupant of the premises to be served.
- b. Failure to pay for merchandise purchased from the Cooperative.
- c. Failure to pay for a different type or class of public utility service.
- d. Failure to pay the bill of another member-consumer as guarantor thereof.
- e. Failure to pay the back bill rendered in accordance with Iowa Administrative Code 199--20.4(14) "d" (slow meters).
- f. Failure to pay a bill rendered in accordance with Iowa Administrative Code 199--20.4(14) "f."
- g. Failure of a residential member-consumer to pay a deposit during the period November 1 through April 1 for the location at which the member-consumer has been receiving service.
- h. If a creditworthy applicant for service is able to satisfy any deposit requirements. An individual who permanently resided at the premises during the time a bill at the premises became delinquent shall not be considered creditworthy.
- i. Delinquency in payment for service arising more than ten years prior, as measured from the most recent of:
 - a. The last date of service for the account giving rise to the delinquency,
 - b. Physical disconnection of service for the account giving rise to the delinquency, or
 - c. The last voluntary payment or voluntary written promise of payment made by the customer, if made before the ten-year period described in this paragraph has otherwise lapsed.
- j. Delinquency in payment for service that arose on or before September 4, 2010, pursuant to an oral contract, except in cases of fraud or deception that prevented the utility from timely addressing such delinquencies with the customer.

6.4 Prior Indebtedness

Cooperative shall not be required to commence supplying electric service to a member-consumer if such member-consumer, or the member-consumer's spouse (unless they are parties to a pending divorce) is indebted to the cooperative for that same class of electric service previously supplied at any premises, until such prior indebtedness shall

have been paid or arrangements have been made for the payment of said indebtedness on terms acceptable to Cooperative.

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

6.5 Resale of Energy

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

6.6 Member-consumer Rights and Responsibilities to Avoid Disconnection (20.4(15) d(3))

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

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

1. What can I do if I receive a notice from Pella Cooperative Electric 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 Pella Cooperative Electric (see #2 below); or
- c. Apply for and become eligible for low-income energy assistance (see #3 below); or
- d. Give Pella Cooperative Electric 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 Pella Cooperative Electric 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 Pella Cooperative Electric (see #5 below).

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

a. Contact Pella Cooperative Electric as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, Pella Cooperative Electric may offer you a payment plan that spreads payments evenly over at least 12 months. The plan may be longer depending on your financial situation.

b. If you have not made the payments you promised in a previous payment plan with Pella Cooperative Electric 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, Pella Cooperative Electric may shut off your utility service on one day's notice unless all the money you owe Pella Cooperative Electric is paid or you enter into another payment agreement.

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

a. Contact the local community action agency in your area: Red Rock Community Action Program, Inc. in Newton, Knoxville, Indianola, Ankeny, and West Des Moines; or

b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319; telephone (515) 281-0859. To prevent disconnection, you must contact Pella Cooperative Electric prior to disconnection of your service.

c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify Pella Cooperative Electric that you may be eligible and have applied for energy assistance. Once your service has been disconnected, it will not be reconnected based on approval for energy assistance.

d. Being certified eligible for energy assistance will prevent your electric service from being disconnected from November 1 through April 1.

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

Contact Pella Cooperative Electric if you believe this is the case. Contact your doctor or a public health official and ask the doctor or health official to contact Pella Cooperative Electric 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 Pella Cooperative Electric office within 5 days of when your doctor or public health official notifies Pella Cooperative Electric of the health condition; otherwise, your utility service may be shut off. If Pella Cooperative Electric 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 Pella Cooperative Electric that you dispute the bill. You must pay the part of the bill you think is correct. If you do this, Pella Cooperative Electric will not shut off your service for 45 days from the date the bill was mailed while you and Pella Cooperative Electric 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 Pella Cooperative Electric shut off my utility service because I have not paid my bill?

- a. Pella Cooperative Electric can shut off service between the hours of 6 a.m. and 2 p.m., Monday through Friday.
- b. Pella Cooperative Electric will not shut off your service on nights, weekends, or holidays for nonpayment of a bill.
- c. Pella Cooperative Electric will not shut off your service if you enter into a reasonable payment plan to pay the overdue amount (see #2).
- d. Pella Cooperative Electric 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, Pella Cooperative Electric cannot shut off your service from November 1 through April 1. However, you will still owe Pella Cooperative Electric for the service used during this time.
- f. Pella Cooperative Electric will not shut off your service if you have notified Pella Cooperative Electric 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 Pella Cooperative Electric is going to shut off my electric service?

- a. You must be given a written notice at least 12 days before Pella Cooperative Electric 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. Pella Cooperative Electric must also try to reach you by telephone or in person before it shuts off your service. From November 1 through April 1, if Pella Cooperative Electric cannot reach you by telephone or in person, Pella Cooperative Electric will put a written

notice on the door of or another conspicuous place at 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. Pella Cooperative Electric will turn your service back on if you pay the whole amount you owe or make other arrangements with the cooperative.
- b. If you make your payment during regular business hours, or by 7 p.m. for utilities permitting such payment or other arrangements after regular business hours, Pella Cooperative Electric must make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, Pella Cooperative Electric must do it by 11 a.m. the next day.
- c. Pella Cooperative Electric 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 Pella Cooperative Electric business hours.

9. Is there any other help available besides Pella Cooperative Electric?

If Pella Cooperative Electric 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, Des Moines, Iowa 50319-0069, or by E-mail at customer@iub.iowa.gov. Low income customers may also be eligible for free legal assistance from Iowa Legal Aid and may contact Legal Aid at 1-800-532-1275.

Section 7 METER INSTALLATIONS

7.1 Ownership

The Cooperative will furnish and install the meter. The meter may include additional or special equipment that enables certain functions to be performed from a remote location, including the disconnection or reconnection of service. The Cooperative will furnish, install and maintain such equipment if it is installed. The Cooperative reserves the right to determine under what circumstances such equipment will be installed. The member-consumer will be required to furnish and install the conductor, conduit, fusible disconnect and all other required appurtenances. On loads requiring current transformer metering, the member-consumer shall supply the current transformer cabinet and the Cooperative will install the current transformer and meter. Where local ordinances or the state electrical inspection program require inspection and approval of member-consumer's wiring by state or local authorities, such inspection shall be completed and certificate of approval obtained before the Cooperative will render service. The Cooperative reserves the right to request the member or applicable authority execute an exemption certificate if the member contends that the member-consumer's wiring is exempt from such requirements.

7.1.1 Meter Location

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

7.1.2 Meter Placement

The meter must be installed outside the building at a location designated by the Cooperative and must be accessible to Cooperative personnel without interference. If the member-consumer or agent alters the building or anything else that in any way causes the meter to no longer be located outside the building, the member consumer shall notify the Cooperative and pay all the costs of having the meter moved to a location outside the building.

7.1.3 Multi-occupancy Premises (20.3(1))

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

Exceptions:

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

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

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

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

Specific Requirements

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

7.2 Types of Meter Loop Installations

The following are a number of approved installations:

7.2.1 Self-Contained Metering

For loads not in excess of 320 amperes single phase and 320 amperes multi-phase, the member-consumer will furnish the socket with a fused disconnect or other overload disconnection device and the necessary accessories for secondary metering. Self-contained metering will only be offered for applications under 250 volts.

7.2.2 Meter Loop Construction

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

7.2.3 Current Transformer Installation

The Cooperative will furnish and install current transformer metering on loads in excess of 320 amperes single phase and 320 amperes multi-phase or at its determination of need for secondary service. Any voltage greater than 250 volts will be instrument metered. The member-consumer will furnish a metering cabinet, meter socket with test switch, fused disconnect or other overload disconnecting device, and all necessary accessories for secondary metering. For services served by a pad mounted transformer, the instrument transformers may be installed in the pad mounted transformer at the Cooperative's discretion.

7.3 Primary Metering

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

7.4 Meter Seals

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

7.5 Multiple Service Through One Meter

Multiple services to more than one member-consumer through one meter is not permitted.

Section 8 UNDERGROUND ELECTRIC FACILITIES

8.1 Ownership and/or Contributions

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

8.2 Specifications

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

8.2.1 Self-Contained Metering

The conduit and cable shall terminate in a meter socket with a fused disconnect or other overload disconnecting device. Refer to Section 7 of this tariff.

8.2.2 Current Transformer Metering

If instrument metering is to be used, the member-consumer will terminate the conduit and cable in a metering cabinet that will house the Cooperative's equipment. Refer to Section 7 of this tariff.

8.3 New Underground Facilities – Platted Areas

Refer to Section 5.4 of this tariff.

8.4 New Underground Facilities to Single Service

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

8.5 Replace Existing Facilities with Underground Facilities

The Cooperative may install and maintain underground electric facilities to the existing member-consumer if the proposed conversion of existing facilities to underground is

determined to be reasonable and feasible by the Cooperative. Underground service may also be installed where additional capacity is required.

The member-consumer will make an additional payment 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 and the payment made in advance of the construction.

Section 9 WIRING STANDARDS

9.1 Cooperative's Requirements

9.1.1 Wiring Specifications

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

9.1.2 Inspections

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

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

9.2 Iowa Electrician's Licensing and Inspection Program Requirements

When a permit and/or an inspection by the State of Iowa, a municipality or other governmental agency is required for a newly connected or reconnected installation

which is subject to the statewide electrician's licensing and inspection program the Cooperative will not energize such service until such permit is obtained and the installation passes the required inspection. For those installations not requiring an inspection, the Cooperative reserves the right to require a certificate of exemption be executed by the member or the applicable regulatory authority attesting to the exempt nature of the installation.

9.3 Member-Consumer's Responsibility

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

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

Section 10 METER READING

The member-consumers' meters will be read each month by a representative of the Cooperative or by an automatic meter reading (AMR) device. Meters normally will be read on or about the first day of the month.

Section 11 BILLING PROCEDURE (20.4(12)) & (20.2(4) v)

11.1 Type of Billing

A bill for electric service will be provided to each member-consumer on or about the 10th of each month showing the present and previous meter readings, kWh consumed, energy charge, energy cost adjustment factor, previous balance, sales tax, late payment charge and the member-consumer's name and location.

11.2 Billing Period (20.3(6))

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

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

11.3 Due Date

Bills are rendered on or about the 10th day of each month and are due and payable immediately. The bill becomes delinquent after twenty days and a late payment charge will be applied. If the 20th day is a Saturday, Sunday or legal holiday, an additional working day will be allowed without a late payment charge. If payment is made by check or other negotiable instrument where the funds are not immediately available, the Cooperative shall have the discretion to deem the payment as not being made until the negotiable instrument has been honored by the financial institution upon which the instrument is drawn. Generally, if the instrument is presented on or before the twentieth (20th) day after the bill is rendered and honored on or before the twenty-third (23rd) day after the bill is rendered, the payment will be deemed timely. If the instrument is not honored on or before the twenty-third (23rd) day after the bill is rendered, the payment will be deemed late and a late payment charge will be applied. Payments received by mail after the 20th day and postmarked on the 20th day or before will be accepted without a late payment charge.

11.3.1 Bill

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

11.3.2 Late Payment Charge (Iowa Code 476.54)

When payment is made after the 20th day, a late payment charge is added. In addition, a late payment charge will be added to payments made on or before the twentieth (20th) day by negotiable instrument which is not honored on or before the twenty-third (23rd) day after the bill is rendered. The late payment charge will be calculated at 1.5% of the past-due amount.

11.3.3 Forgiveness of One Late Payment

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

11.3.4 Change of Date of Delinquency

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

11.4 Failure to Receive Bill

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

11.5 Budget Billing

The Cooperative will permit budget billing for all residential member-consumers. Budget billing will be designed to limit the volatility of a member-consumer's bill and maintain reasonable account balances. Budget billing will include at least the following:

1. Be offered to each eligible member-consumer after the member-consumer has taken service for six consecutive months at the same premises.
2. Allow for entry into budget billing anytime during the calendar year.
3. Provide that a member-consumer may request termination of the plan at any time. If the account is in arrears at the time of termination, the balance shall be due and payable at the time of termination. If there is a credit balance, the member-consumer will be allowed the option of obtaining a refund or applying the credit to future charges. The Cooperative is not required to offer budget

billing to a member-consumer for six months after the member-consumer has terminated from budget billing.

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.

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

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

The member-consumer will be notified of the recomputed payment amount not less than one full billing period prior to the date of delinquency for the recomputed payment, except for Cooperatives recomputing the budget bill amount on a monthly basis. The notice may accompany the bill prior to the bill that is affected by the recomputed budget bill 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 the Cooperative after 30 days of delinquency.

11.6 Parties Responsible for Payment

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

11.7 Billing Information

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

Section 12 COLLECTIONS

12.1 Procedure

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

12.1.1 Payment Agreements (20.4(11))

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

First Payment Agreement:

The Cooperative will offer member-consumers who have received a disconnection notice and have not yet been disconnected the option of spreading payments evenly over at least 12 months by paying specific amounts at scheduled times.

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

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

The Cooperative may offer the member-consumer the option of making the agreement over the telephone or through electronic transmission. When the member-consumer makes the agreement over the telephone or through electronic transmission, the utility shall render to the member-consumer a written

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

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

Second Payment Agreement:

The Cooperative will offer a second payment agreement to a member-consumer who is in default of a first payment agreement if the member-consumer has made at least two consecutive full payments under the first payment agreement and has not yet been disconnected. The second payment agreement will be for the same term as or longer than the term of the first payment agreement. The member-consumer will be required to pay for current service in addition to the monthly payments under the second payment agreement and may be required to make the first payment up-front as a condition of entering into the second payment agreement. The Cooperative may also require the member-consumer to enter into a level payment plan to pay the current bill. The Cooperative may offer additional payment agreements to the member-consumer.

Refusal by Cooperative:

A member consumer may offer the Cooperative a proposed payment agreement. If the Cooperative and the member-consumer do not reach an agreement, the Cooperative may refuse the offer orally, but the Cooperative must render a written refusal to the member-consumer, stating the reason for the refusal, within three days of the oral notification. The written refusal shall be considered rendered to the member-consumer when addressed to the member-consumer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the written refusal shall be considered rendered to the member-consumer when handed to the member-consumer or when delivered to the last-known address of the person responsible for the

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

12.2 Returned Checks, Drafts or Orders

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

12.3 Reconnection Charge Resulting from Nonpayment of Energy Account

In the event service is disconnected for failure to pay a delinquent account, before service will be reconnected the following rules apply and collection will proceed.

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 12.1.1, if applicable, shall be made.
- B. The member-consumer shall pay a reconnection fee of \$75.00 if payment in full is made prior to 3:00 p.m. The charge shall be \$185.00 if payment in full is made any time after 3:00 p.m.
- C. Before service is restored, bills shall be paid and/or the member-consumer shall make satisfactory credit arrangements at the office of the Cooperative.

12.3.1 Trip Charges

In the event that a representative of the Cooperative is required to travel to the member-consumer's premises, a charge of \$75.00 plus applicable tax will be added to and become part of the bill. If the travel to the member-consumer's premises is after hours, a charge of \$185.00 plus applicable tax will be added and become part of the bill.

Section 13 METER TESTING (20.6)

13.1 Routine Testing

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

13.1.1 Limits

All watt-hour meters must be accurate to within plus or minus 2% at full and light load. Demand meters will be accurate to within 1.5%

13.1.2 New Meters

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

13.2 Request Test

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

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

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

13.2.1 Referee Tests

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

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

13.3 Adjustments of Bills (20.4 (14))

13.3.1 Meter Error

Whenever a meter creeps or whenever a metering installation is found upon any test to have an average error of more than 2% for watt hour metering; or a demand metering error of more than 1.5% in addition to the errors allowed under accuracy of demand metering; an adjustment of bills for service for the period of inaccuracy will be made in the case of over-registration and may be made in the case of under-registration. The amount of the adjustment will be calculated on the basis that the metering equipment should be 100% accurate with respect to the testing equipment used to make the test. For watt hour metering installations the average accuracy will be the arithmetic average of the percent registration at 10% of rated test current and at 100% of rated test current giving the 100% of rated test current registration a weight of four and the 10% of rated test current registration a weight of one.

13.3.2 Determination of Adjustment

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

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

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

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

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

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

13.3.3 Refunds

If the recalculated bills indicate that five dollars (\$5) or more is due an existing member-consumer or ten dollars (\$10) or more is due a person no longer a member-consumer of the Cooperative, the Cooperative will refund the full amount of the calculated difference between the amount paid and the recalculated amount. Refunds will be made to the two most recent member-consumers who received service through the metering installation found to be in error. In the case of a previous member-consumer who is no longer a member-consumer of the Cooperative, a notice of the amount subject to refund will be mailed to such previous member-consumer at the last known address, and the Cooperative will, upon demand, within three months thereafter refund the same. Refunds will be completed within six months following the date of the metering installation test.

13.3.4 Back Billing

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

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

13.3.5 Overcharges

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

13.3.6 Undercharges (20.4(14) f.)

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

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

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

Where an accidental ground is found on the member-consumer's equipment, and thereupon removed, the Cooperative will estimate, from comparison with previous consumption, the member-consumer's normal consumption for each regular billing

period during which the "ground" has been known to have existed, and will re-bill the member-consumer for the estimated normal consumption for each billing period at the standard price applicable to the particular installation, plus billing for the "lost energy". The "lost energy" due to the ground is assumed to be the difference between the measured consumption for any period and the estimated normal total consumption for that period as determined above. The member-consumer will be billed for such "lost energy" at the lowest price schedule applicable to the particular installation.

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

13.5 Special Metering Installation

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

Section 14 UNCOLLECTED ACCOUNTS

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

14.1 Service Reconnection

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

14.2 Collection Agency

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

14.3 Right of Off-Set

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

Section 15 TEMPORARY DISCONNECTS

15.1 Definitions

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

15.2 Availability

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

15.3 Iowa Electrician's Licensing and Inspection Program Requirements

A temporarily disconnected service which has been 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 the member contends the installation is exempt from such requirement, the Cooperative reserves the right to require a certificate be executed by the member and/or the applicable regulatory authority attesting to the exempt nature of the installation.

15.4 Charges

If a member-consumer requests service discontinued temporarily, the Cooperative will charge a \$75.00 disconnect fee and a \$75.00 reconnection fee. In the event the duration of the discontinued service is 60 days or less, the above fees will apply. Should service be discontinued more than 60 days, the Cooperative will refer to Section 16 Idle Services.

Section 16 IDLE SERVICES

16.1 Definitions

An idle service charge will be applicable where the Cooperative, pursuant to an application for service to a given premises, has installed the necessary facilities to provide said electric service, but where the member-consumer or owner fails to accept and use said service after 12 months; or if such member-consumer or owner, after having taken service at the given premises, thereafter discontinues service for an indefinite or extended period of time. In either event, the Cooperative will, after due notice to the member-consumer or owner, by registered or certified mail, require the member-consumer or owner to pay an idle service charge in order to retain the Cooperative's facilities in readiness so that the said service may be available upon re-occupancy of the given premises.

16.2 Charges

A member-consumer or owner who has requested the Cooperative's facilities but has subsequently elected to discontinue that service may retain the facilities in readiness for electric service. The member-consumer or owner will be charged a monthly facility charge equal to 100% of the service's rate category. At the request of the member-consumer, with the consent of the owner, should they not be one in the same, the service will be removed and the monthly facility charge will be discontinued.

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

16.3 Rebuilding

If the member-consumer or owner applies for restoration of service at the location after the facilities have thus been removed, the member-consumer will be required to pay in advance, an amount equal to the actual removal cost, plus the estimated replacement cost of the necessary facilities. This will not apply, however, if in the meantime, ownership of the premises has changed. However, should it be determined that such a transfer of ownership, from one member-consumer to another, has been done for the purpose of avoiding the costs associated with restoration of service, the Cooperative will implement the restoration charges as listed above.

Section 17 SERVICE CALLS

17.1 Cooperative's Responsibility

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

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

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

17.2 Member-Consumer's Responsibility

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

17.3 Charges

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

Section 18 RELOCATION OF FACILITIES

18.1 Cooperative's Facilities

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

18.2 Member-Consumer's Facilities

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

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

18.3 Moving of Buildings

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

All costs incidental to the said move for the use of the Cooperative's personnel and equipment shall be paid for by the party responsible for the said move.

The Cooperative reserves the right to require an advance payment to cover the estimated cost of the said move prior to the actual move.

When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, a refund will be made to the person.

When the advance is less than the actual costs incurred, the person will be sent a bill for the difference.

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

19.1 Cooperative Facilities

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

19.2 Meter Pole

The Cooperative will furnish, install, and maintain a meter pole at the point of delivery of electric service where same is necessary. The member-consumer or an agent may install on the said meter pole such wiring or appurtenance thereto as are required to provide the necessary electric service to the premises, provided that the installation is in accordance with these rules and regulations.

19.3 Poles Owned by Cooperative Other Than Meter Poles

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

19.4 Non-Liability of Cooperative

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

Section 20 DAMAGE TO COOPERATIVE'S FACILITIES

20.1 Member-Consumer's Responsibility

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

20.2 Protection of Cooperative's Facilities on Member-Consumer's Premises

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

Under no circumstances or conditions shall any person not a representative of the Cooperative connect or disconnect any meter, connect to a meter, or disturb any wiring between the meter and the service wires from the 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.

The electric service will be connected only by an authorized representative of the Cooperative after the member-consumer's installation and wiring has met the wiring standards as set forth by these rules and regulations.

Section 21 LIGHTING SERVICE

21.1 Definitions

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

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

21.2 Availability

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

The 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. Under no circumstances will the lighting equipment be mounted on a building, windmill tower, or somewhere other than the pole, so that the lighting equipment can be readily serviced and maintained by the Cooperative's personnel.

In the case of Public Lighting Service, the pole and lighting equipment may be owned or furnished by the member-consumer.

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

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

21.3 Maintenance of Outdoor Lighting Equipment

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

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

21.4 Charges

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

The Cooperative may enter into an agreement for unmetered private outdoor lights, floodlights, and roadway lighting at a cost agreed upon by the Cooperative and the member-consumer.

21.5 Member-Consumer Permission

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

21.6 Disclaimer of Liability/Limitation of Liability

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

Section 22 SPECIAL CONDITIONS OF SERVICE

22.1 Corrective Equipment

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

22.2 Arc Welding Installations

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

22.3 Requirements for Electric Motors

22.3.1 Safety Requirements

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

22.3.2 Protective Devices

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

22.3.3 Large Motor Applications

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

22.3.4 Starting Equipment

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

22.3.5 Maximum Single-Phase Loads

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

22.4 Standby Generators

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

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

22.5 New Structure Energy Conservation Standards Iowa Code 103A

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

Pella Cooperative Electric Association
Electric Tariff
Filed with Iowa Utilities Board

Section 22 SPECIAL CONDITIONS OF SERVICE
_____ Revised
Cancels _____

Sheet No. 60
Sheet No. _____

are not heated or cooled by electric service or are not intended primarily for human occupancy.

Section 23 COMPLAINTS

23.1 Member-Consumer Complaints

Member-Consumer complaints received by mail, telephone or in person will be acted upon promptly. Telephone number (641) 628-1040 or (800) 619-1040 is answered continuously for the handling of problems or complaints of an emergency nature.

Telephone number (641) 628-1040 or (800) 619-1040 is answered 7:30 A.M. to 4:30 P.M., Monday through Friday, to handle routine business complaints and other communications.

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

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

23.2 Records

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

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

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

Section 24 INSPECTION OF ELECTRICAL PLANT (25.3)

24.1 Periodic Inspection

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

24.2 Inspection forms

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

24.3 Filing

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

24.4 Construction and Maintenance

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

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

Section 25 COGENERATION AND SMALL POWER PRODUCTION

Cooperative is a member of Central Iowa Power Cooperative (CIPCO), a generation and transmission cooperative ("G&T") and obtains all its wholesale power from G&T. Accordingly, any qualifying facility seeking services pursuant to this tariff should coordinate their efforts with the Cooperative, which will then coordinate with G&T if necessary.

25.1 Availability

This section shall apply to any member-consumer within the Cooperative's assigned service area owning or leasing a qualifying facility who meets the definitions 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"). A member-consumer owning or leasing electric generating equipment shall not connect it in parallel with the Cooperative or G&T's system without the prior written consent of the Cooperative or G&T. Any third-party wishing to locate a qualifying facility on the member-consumer's premises who wishes to sell the output of said facility to the member-consumer, shall not operate the facility in parallel with the Cooperative or G&T's system without the prior written consent of the Cooperative or G&T. Failure of the member-consumer or third-party to comply with the 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 the member-consumer until such time as full compliance has been accomplished. Each of these types of facilities shall comply with all the Cooperative or G&T requirements and general rules for electric service, as well as the specific provisions of this section. For purposes of interconnecting a qualifying facility owned by a third-party to the Cooperative or G&T's system, the third-party shall be responsible for complying with the interconnection requirements and shall submit an application to the Cooperative on the applicable forms. Said third-party shall be deemed the interconnection member-consumer for the purpose of this tariff.

25.2 Definitions

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

"Avoided Costs" means the incremental costs to the Cooperative/G&T of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, the Cooperative/G&T would generate itself or purchase from another source. The Cooperative purchases all its power requirements from its wholesale power supplier, G&T. Cooperative's avoided costs will equal those of G&T and G&T will be responsible for calculating the Cooperative's Avoided Costs.

25.3 Requirements for Interconnection

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

25.3.1 Application for Interconnection

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

25.3.2 Acceptable Interconnection Standards

Permission to interconnect with the Cooperative or G&T electric system is contingent upon the following conditions:

- A. The member-consumer shall comply with acceptable standards for interconnection, safety, and operating reliability. Acceptable standards include the most current revisions of the following, as adopted in the Iowa Administrative Code section 199-15.10(1) in order to be eligible for interconnection to the Cooperative or G&T electric system:
 1. Standards for Interconnecting Distributed Resources with Electric Power Systems, IEEE Standard 1547. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
 - 1) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems - IEEE Standard 519-2014; and,
 - 2) IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.
 2. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
 3. National Electrical Code, ANSI/NFPA 70-2014.
- B. The member-consumer facility shall meet the standards for interconnection as set forth in the Cooperative's Interconnection Agreements and the

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

- G. The member-consumer shall permit Cooperative or G&T representatives to enter upon member-consumer's property at any reasonable time for the purpose of inspecting or testing member-consumer's equipment, facilities or apparatus and the accuracy of the Cooperative or G&T's metering equipment, but such inspections shall not relieve the member-consumer of the obligation to maintain the member-consumer's facilities in satisfactory operating conditions. The Cooperative or G&T may charge the direct expense of such inspecting or testing of the member-consumer's equipment, facilities, or apparatus to the member-consumer, unless the member-consumer can demonstrate the inspecting and testing was not necessary. The member-consumer shall adopt a program of inspection of the generator and its appurtenances and the interconnection equipment in order to determine necessity for replacement and repair.
- H. The member-consumer shall be responsible for the costs of installation and maintenance of any necessary power factor correction capacitors. Member-consumers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Member-consumers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- I. The member-consumer's electric generating equipment shall be designed; operated and maintained in such a manner that it does not adversely affect the Cooperative's or G&T's system or their service to their other members.
- J. 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 owner of the distributed generation facility and shall be easily visible and adjacent to an interconnection 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 shall be capable of being padlocked in the open position.

1. If an interconnection member-consumer with distributed generation facilities installed prior to July 1, 2015, adds generation capacity to its existing system that does not require upgrades to the electric meter or electrical service, a disconnection device is required. The member-consumer must notify the Cooperative before the generation capacity is added to the existing system, which may require a new/amended application form and interconnection agreement.
 2. If an interconnection member-consumer with distributed generation facilities installed prior to July 1, 2015, upgrades or changes its electric service, the new or modified electric service must meet all current Cooperative service rule requirements.
- K. For all distributed generation installations, the member-consumer shall be 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 presence and location of the disconnection device 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 anticipated operating life of the distributed generation facility. If no disconnection device is present, the placard shall 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.
- L. The interconnection shall include overcurrent devices on the facility to automatically disconnect the facility at all currents that exceed the full-load current rating of the facility. A fuse shall not be used to satisfy this requirement because its condition and performance cannot be determined through testing without destroying the fuse.
- M. Distributed generation facilities with a design capacity of 100 kVA or less must be equipped with automatic disconnection upon loss of Cooperative-supplied voltage.
- N. Distributed generation facilities that produce a terminal voltage prior to the closure of the interconnection shall be provided with synchronism-check devices to prevent closure of the interconnection under conditions other than a reasonable degree of synchronization between the voltages on each side of the interconnection switch.
- O. The operator of the distributed generation facility shall adopt a program of inspection and testing of the generator and its appurtenances and the interconnection facilities in order to determine necessity for replacement and

- repair. Such a program shall 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 shall occur at least once every five years. All interconnection-related protective functions shall be periodically tested, and a system that depends upon a battery for trip power shall be checked and logged. The operator shall maintain test reports and shall make them available upon request by the Cooperative. Representatives of the Cooperative shall have access at all reasonable hours to the interconnection equipment specified in 199 IAC 45.3(2) for inspection and testing with reasonable prior notice to the applicant.
- P. When the distributed generation facility is placed in service, owners of interconnected distributed generation facilities are required to notify local fire departments via U.S. mail of the location of distributed generation facilities and the associated disconnection device(s). The owner is required to 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 the 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.
- Q. The operator of the distributed generation facility, the Cooperative, and emergency personnel shall have access to the disconnection device at all times. The member-consumer shall permit the Cooperative to affix a placard in a location of the Cooperative's choosing that provides instructions to the Cooperative operating personnel for accessing the disconnection device. If the Cooperative needs to isolate the distributed generation facility, the Cooperative shall not be held liable for any damages resulting from the actions necessary to isolate the generation facility.
- R. In the event the Cooperative or its 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, the Cooperative shall be permitted to open and lock the interconnection switch pending a complete investigation of the problem. Where the Cooperative believes the condition creates a hazard to the public or to property, the disconnection may be made without prior notice. However, the Cooperative shall notify the operator of the

distributed generation facility by written notice and, where possible, verbal notice as soon as practicable after the disconnection.

- S. If member-consumer fails to comply with the foregoing requirements of this rule, the Cooperative may require disconnection of the member-consumer's distributed generation facility until the facility complies with the foregoing requirements. The disconnection process shall be in accordance with the provisions of this tariff or the member-consumer's separate interconnection agreement. If separate disconnection of only the distributed generation facility is not feasible or safe, the member-consumer's electric service may be disconnected as provided in the Cooperative's tariff consistent with the provisions of 199 IAC Chapter 20.
- T. If member's distributed generation facility or electric service is disconnected due to noncompliance with the foregoing requirements, the member shall be responsible for payment of any costs associated with reconnection once the facility is in compliance.

25.4 Rates for Purchased Power

25.4.1 Rates for purchases by the member-consumer from the Cooperative

The member-consumer shall purchase electric power and energy from the Cooperative at the Cooperative's applicable price or rate, depending upon the member-consumer's operations and requirements. The 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 member-consumers.

25.4.2 Rates for purchases from member-consumer

QFs with design capacity of 100 kW or less

Payment for purchases from the member-consumer pursuant to this tariff provision 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 the 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 the Cooperative/G&T.

25.4.3 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 the 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 the member-consumer refuses to pay the costs to upgrade those facilities. If a qualifying facility agrees, the Cooperative/G&T which would otherwise be 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.

25.5 Levels of Review

Level 1

Level 1 Application and Agreement shall be used for all interconnection requests to connect a distributed generation facility when:

- a. The applicant has filed a Level 1 application; and
- b. The distributed generation facility has a nameplate capacity rating of 25 kVA or less; and
- c. The distributed generation facility is inverter-based; and
- d. The member-consumer interconnection equipment proposed for the distributed generation facility is lab-certified; and
- e. No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility.

To remain in Level 1, the following screens must be met:

- For interconnection to a radial distribution circuit, the total of all DG connected may not exceed 15% of the maximum load normally supplied by the circuit.
- For interconnection on a single-phase shared secondary line, the aggregate generation capacity on the line will not exceed 20 kVA.
- When the DG facility is single-phase and proposes to interconnect on a center tap neutral of a 240-volt service, its addition may not create an imbalance between the 2 sides of the 240-volt service of more than 20% of nameplate rating of the service transformer.

- Utility shall not be required to construct any facilities on its own system to accommodate the DG facility's interconnection.
- For interconnection to a spot network, DG will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year.

Level 2

Level 2 Application and Agreement shall be used for evaluating interconnection requests when:

- a. The applicant has filed a Level 2 application; and
- b. The nameplate capacity rating is 150 kVA or less; and
- c. The interconnection equipment proposed for the distributed generation facility is lab-certified; and
- d. The proposed interconnection is to a radial distribution circuit or a spot network limited to serving one member-consumer; and
- e. No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility, other than minor modifications permitted by the Cooperative.

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

- For interconnection to a radial distribution circuit, the total of all DG connected may not exceed 15% of the maximum load normally supplied by the circuit.
- The proposed DG, in aggregation with other DG on the distribution circuit, may not contribute more than 10% to the circuit's maximum fault current at the point on the primary line nearest the point of interconnection.
- The proposed DG, in aggregation with other DG on the circuit, shall not cause any electric utility distribution devices to be exposed to fault currents exceeding 90% of their short-circuit interrupting capability.
- When a DG facility is to be connected to a 3-phase, 3 wire primary line, a 3-phase or single-phase generator shall be connected phase-to-phase.
- When a DG facility is to be connected to a 3-phase, 4 wire primary line, a 3-phase or single-phase generator shall be connected line-to-neutral and shall be grounded.
- For interconnection on a single-phase shared secondary line, the aggregate generation capacity on the line will not exceed 20 kVA.
- When the DG facility is single-phase and proposes to interconnect on a center tap neutral of a 240-volt service, its addition may not create an imbalance between the 2 sides of the 240-volt service of more than 20% of nameplate rating of the service transformer.
- A DG facility, in aggregate with other DG facilities interconnected to the distribution side of a substation transformer feeding the circuit where the facility

proposed to interconnect, may not exceed 10 MVA in an area where there are transient stability limitations.

- Utility shall not be required to construct any facilities on its own system to accommodate the DG facility's interconnection, except minor modifications following agreed upon additional review.
- For interconnection to a spot network, DG will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year.

Level 3

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

- a. For interconnection requests to the load side of an area network, the following criteria shall be satisfied to qualify for a Level 3 expedited review:
 - 1) The applicant has filed a Level 3 application; and
 - 2) The nameplate capacity rating of the distributed generation facility is 50 kVA or less; and
 - 3) The proposed distributed generation facility uses a lab-certified inverter-based equipment package; and
 - 4) The distributed generation facility will use reverse power relays or other protection functions that prevent the export of power into the area network; and
 - 5) The aggregate of all generation on the area network does not exceed the lower of 5 percent of an area network's maximum load or 50 kVA; and
 - 6) No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility.
- b. For interconnection requests to a radial distribution circuit, the following criteria shall be satisfied to qualify for a Level 3 expedited review:
 - 1) The applicant has filed a Level 3 application; and
 - 2) The aggregated total of the nameplate capacity ratings of all of the generators on the circuit, including the proposed distributed generation facility, is less than 150 kVA; and
 - 3) The distributed generation facility will use reverse power relays or other protection functions that prevent power flow onto the electric distribution system; and
 - 4) The distributed generation facility is not served by a shared transformer; and
 - 5) No construction of facilities by the cooperative or G&T on their own systems shall be required to accommodate the distributed generation facility.

To remain in Level 3, the following screens must be met:

- Utilize the same screens as are applicable for level 2 interconnections; except for the one prohibiting the total DG connected to a radial distribution circuit from exceeding 15% of the maximum load normally supplied by the circuit.

Level 4

Level 4 Application and Agreement shall be used for evaluating interconnection requests when:

- a. The applicant has filed a Level 4 application; and
- b. The nameplate capacity rating of the small generation facility is 10 MVA or less; and
- c. Not all of the interconnection equipment or distributed generation facilities being used for the application are lab-certified, or Applicant is unable to comply with level 1 through 3 screens.

Section 26 ELECTRIC TAX ADJUSTMENT RIDER #1

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 the 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 the Cooperative therefrom, or when the 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 the 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.

Pella Cooperative Electric Association

Section 27 FORMS AND CONTRACTS

Electric Tariff

_____ Revised

Sheet No. 73

Filed with Iowa Utilities Board

Cancels _____

Sheet No. _____

Section 27 FORMS AND CONTRACTS

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

Issued: July 30, 2020

Effective: October 4, 2020

Issued By: Jon Miles, CEO

Section 28 ALTERNATE ENERGY PURCHASE PROGRAM

Statement of Purpose

Iowa Code §476.47 requires electric utilities to offer an alternate energy purchase program to member-consumers beginning January 1, 2004. By Order issued August 29, 2003 in Docket No. RMU-03-8, the Iowa Utilities Board ("Board") adopted rules regarding said Alternate Energy Purchase Programs. Said rules require each electric utility, whether or not subject to rate regulation by the Board, to offer an alternate energy purchase program that allows member-consumers to contribute voluntarily to the development of alternate energy in Iowa. An alternate energy purchase program is defined in the rules as a program that allows member-consumers to contribute voluntarily to the development of alternate energy in Iowa. This Tariff offering is designed to comply with said rules and to permit the member-consumers of Pella Cooperative Electric to make contributions that will be utilized to assist in the development of alternate energy in Iowa or to make contributions toward the purchase of Alternate Energy.

Program Description

Pella Cooperative Electric obtains all of its wholesale power from Central Iowa Power Cooperative ("CIPCO"). Purchases from CIPCO are made pursuant to a wholesale power contract requiring Pella Cooperative Electric to purchase all of its power supply needs from CIPCO. Pella Cooperative Electric has designed this program to allow its member-consumers to make voluntary contributions, which will be accumulated and utilized to promote the development of alternate energy in Iowa. This may include a coordinated effort with CIPCO and other Members of CIPCO to make investments in or purchases from alternate energy facilities or may involve making grants to individuals or entities involved with the development of alternate energy in Iowa. Pella Cooperative Electric will make reports available to its members-consumers, detailing the manner in which contributions have been spent or are proposed to be spent.

This program will allow individual member-consumers the ability to voluntarily contribute to a fund. All of the money collected from member-consumers will be used for the development of alternate energy production facilities in Iowa. Alternate energy production facilities may include wind energy, biomass, solar and other nontraditional generation technologies.

Contributions may be retained until they reach a sufficient level to pursue a particular development, make a grant to another entity pursuing alternate energy development in Iowa, or arrange for purchases from alternate energy production facilities.

Member-consumers can contribute a one-time dollar amount or can be billed monthly as a line item on their monthly statement in increments of \$2.50 or may purchase blocks of

100 kWh of alternative energy for \$2.00 per block. Member-consumers may enter or leave the program at any time.

The member-consumer bill forms will have a space on them to allow the member-consumer to indicate their interest in participating and the amount they wish to contribute. Member-consumers may contribute each month or on a less frequent basis. Member-consumers who contribute will not be guaranteed that renewable energy will be delivered to their premises for use; but rather their contribution will assist in the development of alternate energy in Iowa.

Eligibility

All member-consumers in all member-consumer classes shall be eligible to participate in this program.

Section 29 LOCAL GOVERNMENT COMPLIANCE

29.1 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 the Cooperative, directly or indirectly, to perform any combination of the items described in the Overview section of this rider.

29.2 Purpose

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

29.3 Overview

In the event that a Local Government Unit enacts an ordinance or otherwise utilizes its constitutional or statutory powers to compel the 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 the Cooperative would otherwise be required to provide;
- b. install facilities in addition to, different from, or instead of facilities which the Cooperative would otherwise be required to install;
- c. remove existing facilities and replace them with facilities different from facilities which the Cooperative would otherwise be required to provide in such replacement;
- d. remove existing facilities and replace them with facilities at a different time than the Cooperative would otherwise be required to provide such replacement;
- e. modify facilities which the Cooperative would otherwise not be required to modify, or modify facilities in a manner different from the manner in which the Cooperative would otherwise be 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 the Cooperative would otherwise be required to maintain its facilities;

The costs of providing such service, or installing, removing, replacing, modifying or

maintaining such facilities shall be recovered from the 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 the Cooperative recovers amounts in excess of such costs, such excess amounts are credited to such member-consumers.

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

For the purposes of this rider, the 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 the Cooperative's then current Tariff filed with the Iowa Utilities Board.

29.4 Definitions

The following definitions are for use in this rider.

Costs: Costs mean the expenditures incurred by the 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 the Cooperative's books of account. Such Costs may be estimated, subject to adjustment to actual Costs as they become available.

Local Government Unit: 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: 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.

29.5 Adjustment Computation and Application

The Cooperative's Board of Directors shall determine the manner and method of recovering the Costs from the 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 the member-consumer's bills for service.

If the Revenues exceed the Costs, the member-consumers will be provided credits equal to the excess.

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

Notice of the imposition of such fee will be provided to the affected member-consumers at least thirty (30) days prior to the imposition of the same.

This Rider shall apply to all retail rate schedules of the Cooperative.

Section 30 PRICES

(Non-rate regulated RECs are not required to file price tariffs with the IUB.)

E X A M P L E S

(Sample of additional information needed on all Price Schedule sheets)

Price Designation: "A"

Class of Service: 120/240-volt, single-phase alternating current, farm and non-farm residences, and small commercial establishments.

Service Area: All areas

Availability: Applicable for single-phase service through a single meter to a member-consumer using the Cooperative's standard service as described in Section 4 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.

Monthly Price: Availability Charge (No kWhs) \$ _____
First _____ kWhs per month \$ _____ each kWh
Over _____ kWhs per month \$ _____ each kWh

Minimum: The minimum monthly charge, under the above prices, shall be \$ _____ per month net where 5 KVA or less of transformer capacity is required.

Whenever a transformer of greater capacity than 5 KVA is required to provide adequate service to a member-consumer, a monthly service charge of \$ _____ per KVA in excess of 5 KVA shall be added to the monthly availability charge, for which service charge no kWhs will be furnished.

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. Bills are rendered on or about the _____ day of each month and the bill is due on or about the _____ of each month. The bill becomes delinquent if not paid by the _____ of the month and late payment charge shall apply after that date.

When payment is made after _____ day of the month a late payment charge is added. The late payment charge will be _____

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

An additional day will be allowed for payments made at the office of the Cooperative if the _____ falls on a day when the office is not open to receive payments. Each member-consumer shall be granted one complete forgiveness of a late payment charge per calendar year.

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

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

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

Energy Cost Adjustment: See Rider No. 1