

**Clarke Electric Cooperative  
Electric Tariff  
Osceola, Iowa**

**Approved by the Board of Directors  
6/25/12  
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**RULES AND REGULATIONS**

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

**Section 1 STATEMENT OF OPERATIONS**

**1.1 Preliminary Statement (20.2(4) a)**

Clarke Electric Cooperative of Osceola, Iowa, is a Cooperative corporation organized under the provisions of Chapter 490, Code of Iowa.

The Cooperative provides electric distribution service to approximately 4,300 member-consumers in Decatur, Lucas, Madison, Ringgold, Union, Wayne, Warren and Clarke 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 member-consumers by the member-consumers.

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

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

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

**1.3 Areas Served (20.2(4) h)**

Rural areas in Clarke, Decatur, Lucas, Madison, Marion, Ringgold, Union, Warren, and Wayne counties, Iowa.

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

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

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

Clarke Electric Cooperative, Inc.  
Electric Tariff  
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Section 3 REQUIREMENTS FOR SERVICE  
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5. Emergencies During Non-Office Hours
6. Franchises for Electric Lines
7. Certificates for Electric Generating Plants

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## **Section 2 DEFINITIONS**

### **2.1 Cooperative**

The term "Cooperative" is herein used to designate Clarke Electric Cooperative, Inc., 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 premise 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 shall, as promptly as practical, supply to the applicant service in accordance with regulations filed with and approved by the Board and at prices established by the Cooperative for the class of service requested by the applicant. The Cooperative shall require a separate application for service for each separate location.

#### **3.2 Membership Fee**

The membership fee shall be \$5.00 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.

##### **3.21 Service Contracts**

There shall be a service contract covering each new service and each service shall be metered separately. The service contract shall be in a form approved by the Board of Directors. The service contracts shall be written for a minimum period of 12 months. Whenever a member-consumer fails to continue service for a full 12-month period (or longer, depending on the terms of the contract), the membership fee or additional connection fee and consumer deposit, if any, shall be forfeited against the uncompleted period of the service contract.

#### **3.3 Member-Consumer Deposits (20.4(3))**

The Cooperative may require from any member-consumer or prospective member-consumer a deposit intended to guarantee partial payment of bills for 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.

**3.31 Amount of Deposit (20.4(3) d)**

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

**3.32 Interest on Deposit (20.4(4))**

Interest shall be paid by the Cooperative to each member-consumer required to make a deposit. The Board of Directors shall set the interest annually. 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.

**3.33 Receipts (20.4(6))**

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

**3.34 Deposit Refund (20.4(7))**

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

### **3.35 Additional Deposits (20.4(3)b)**

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

### **3.36 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**

### **3.41 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.

### **3.42 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.

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

The applicant shall grant the Cooperative, without charge, right-of-way over, along and across the premises for the route on which the line or service is to be built. The employees, authorized meter readers and contractors of the Cooperative may enter at reasonable times to repair, maintain or perform any other duties necessary to maintain satisfactory service.

## **Section 4 CHARACTERISTICS OF SERVICE (20.2(4) d) & (20.2(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

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 SERVICE EXTENSIONS (20.2(4) k) & (20.2(4) w) & (20.3(13))**

### **5.1 General**

This section applies to any extension of the cooperatives primary, secondary or service line extensions.

The Cooperative shall install overhead and underground lines. New lines are installed overhead with the following exceptions.

- a. where it is most practical for the cooperative to install service underground.
- b. where local regulations inhibit the installation of new overhead lines.
- c. where the member consumer requests underground service and is willing to pay for the cost difference of overhead versus underground lines.
- d. where primary and secondary lines and areas served by the Cooperative are located underground.

### **5.2 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.

#### **5.21 Point of Deliver**

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 point of delivery on overhead construction shall be the top of the service loop where it is attached to the structure on which the meter is located. The point of delivery on underground construction shall be the point of attachment to the meter socket. This does not apply to current transformer (CT) metering.

The member-consumer is responsible for the meter loop, meter socket, meter pedestal, or any other applicable apparatuses. The Cooperative will furnish, install and maintain a meter pole at the point of delivery wherever a meter pole is required either at the request of the member-consumer or because of a convenience to the Cooperative. The member-consumer will be required to make a contribution to the aid of construction for the joint use of the pole by the member-consumer and the Cooperative. The pole will be installed on the member-consumer premises.

- a. The member-consumer or their agent may install on the meter pole such wiring or appurtenances thereto as are required to provide the necessary electric service to the premise, provided that the installation is in accordance with the rules and regulations of the Cooperative, all applicable codes, and where required an approval of the local authority having jurisdiction.
- b. The member-consumer or their agent will not be permitted to install any wiring on the support poles or transformer poles of the Cooperative.
- c. The cooperative shall own and maintain the meter pole and any structures or appurtenances used up to and including the meter.

### **5.3 Transformer Size**

The Cooperative will determine the size transformer to be installed to provide adequate service and voltage regulation for all types and classifications of service based on the information provided by the member-consumer and the availability of historical data. When large transformers are necessary to serve large motors or other special loads and the expected normal use does not justify maintaining a large transformer, the Cooperative may require a contribution in aid of construction.

### **5.4 Requirements for Extension of Electric Service**

a. Rights of way: It is the responsibility of the member-consumer to provide a cleared, unobstructed right of way for their line extension, at their expense. The right of way shall be to Cooperative specifications. The member-consumer shall grant the Cooperative, without charge, right of way on, over, under, along, and across the premises for the route on which the line or service is to be built. The employees, authorized meter readers and contractors of the Cooperative may enter to repair, maintain, or perform any other duties necessary to maintain satisfactory service.

- b. Grade: It is the member-consumer's responsibility to ensure that a project is at grade prior to Cooperative installation of primary, secondary or service lines.
- c. Lot pins and easements: Lot pins and easements shall be in place and visibly marked at the member-consumer's expense prior to installation of permanent electric service.
- d. Infrastructure Installation: Developers are responsible to ensure that a project is at grade prior to Cooperative installation of primary, secondary or service lines.
- e. Conduit (duct): If required due to National Electric Safety Code or as a means of assuring efficient restoration of service, the Cooperative may require that the member-consumer, at their expense, install conduit sized to Cooperative specifications.
- f. Necessary approvals: The member-consumer is responsible for ensuring the necessary approvals for their facilities by the local authority having jurisdiction.
- g. Transformer pads: Where the member-consumer requires three-phase underground service, the member-consumer shall be required to install a concrete pad, vault, or pre-cast pad built to Cooperative specifications. Such transformer pads will be provided at the owner or member-consumer expense. The Cooperative will inspect the concrete pad, vault or pre-cast pad prior to transformer installation.
- h. Location of underground facilities: The Cooperative will call for underground locations through Iowa One Call before any work is completed. However, if the member-consumer has facilities such as septic, water, and wires that have been installed beyond the meter, etc, it is their responsibility to have these facilities located.

## 5.5 Definitions

- a. Advances for construction costs: Advance for construction costs are cash payments or surety bonds or an equivalent surety made to the utility by a member applying for extensions.
- b. Agreed upon attachment period: Agreed upon attachment period is a period of not less than 30 days or more than one year mutually agreed upon by the Cooperative and the applicant within which a permanent service will be attached. If no time period is mutually agreed upon, the agreed upon attachment period shall be deemed to be 30 days.
- c. Contribution in aid of construction: Contribution in aid of construction means a nonrefundable cash payment covering the cost of an extension that is in excess of Cooperative funded allowances.
- d. Estimated construction costs: Estimated construction costs using standard engineering practices shall be calculated using the previous Construction Work Plan's average construction cost per foot 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
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and facilities built for the convenience of the Cooperative are not included. These costs are subject to change as necessary.

e. Extension: Extension means a primary, secondary or service line extension.

f. Primary line: Primary line is a distribution line that carries the highest distribution of voltage at 7.2 kV.

g. Secondary or service line: Secondary or service line means any line extension on private property serving a single member-consumer or point of attachment of electric service.

h. Permanent service: Permanent service is any service that is intended to remain in place on a continuing basis and, where applicable, is approved by the local authorities having jurisdiction.

i. Public property: Public property is a road that is maintained by the county with services including but not limited to gravel and snow removal.

j. Private property: Private property is a road that is not maintained by the county.

## 5.6 Charges associated with Line Extension

### 5.61 Primary, Secondary and Service Line Extensions

Overhead service line extensions

a. The Cooperative will finance and construct overhead service line extensions of standard engineering design where the length of the extension does not exceed more than 275 feet from the point of attachment to the existing line.

b. When the extension exceeds the above conditions, the member will be required to provide a contribution in aid of construction (nonrefundable) prior to the commencement of construction. The amount of the contribution in aid of construction will be calculated as follows. Length of service extension equals 275 feet times estimated cost of construction.

c. When the extension exceeds the above conditions and does not compromise quality of electrical service or standard engineering practices, the member-consumer will be required to provide a contribution in aid of construction (non-refundable) equal to the difference in cost of a maximum of 275 feet single phase overhead service and the cost hereunder. The Cooperative shall require 100 percent of the contribution in aid to construction prior to the scheduling of the work agreement.

### **5.62 Underground Line Extensions**

The Cooperative will finance and construct underground service line extension where the construction cost does not exceed the construction cost of overhead line. When the underground extension exceeds the construction cost of 275 feet of overhead line, the member-consumer will be required to provide the balance of the contribution in aid of construction (non-refundable), as specified in Section 5.61. The amount of the contribution in aid to construction is the difference between the estimated cost of constructing the underground service extension, and the estimated cost of constructing, an equivalent overhead service extension of 275 feet, which includes the difference in the cost of the transformer and related equipment.

### **5.63 Subdivisions**

In subdivisions where the standard construction is underground, the Cooperative will require the developer to pay for the cost differential between the equivalent overhead conductor versus the underground conductor used, conduit, and installation of the conduit, installation of the primary and secondary pedestals, transformers bases, pull boxes and switch gears.

### **5.64 Primary Line Extension for a Qualifying Facility**

If a request for a primary line extension is made by the member-consumer for the purpose of interconnection to the Cooperative's distribution, the member-consumer will be required to pay 100 percent of the contribution in aid to construction (non refundable) prior to the execution of the work agreement. Should special requirements, regarding construction, be enforced by local agencies the member-consumer shall be responsible for all associated construction costs as additional contribution in aid to construction. In all cases, the Cooperative shall retain ownership of the installed infrastructure.

### **5.65 Temporary Service**

Where, in the opinion of the Cooperative, circumstances indicated that service may be temporary, the Cooperative will supply temporary electric service for any purpose, provided the member-consumer advances a contribution in aid to construction (non refundable) equal to the estimated labor and overhead costs of installing and removing the

service, plus non-salvageable materials. The regular rate for the cost of electricity used will be charged while the service is in place.

### **5.7 Conversion of Single-Phase Service to Multi-Phase at the Member-Consumers 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 an additional payment equal to the difference in cost between the multi-phase facility to be installed and the 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 and the payment made in advance of the construction as a contribution in aid to construction (non refundable).

## **Section 6 REFUSAL OR DISCONNECTION OF 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 Refusal or Disconnection (20.4(15))**

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

#### **6.21 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 Cooperative to be hazardous.
- b. in the event of member-consumer use of equipment in a manner, which adversely affects the Cooperative's equipment or the Cooperative's service to others.
- c. in the event of tampering with the equipment furnished and owned by the Cooperative. For the purposes of Section 6, a broken or absent meter seal alone shall not constitute tampering.
- d. in the event of unauthorized use.

#### **6.22 Electric Service disconnections with Notice (20.4(15)c&d)**

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

- a. For violation of or noncompliance with the Cooperative's electric service policies.

b. For failure of the member-consumer to furnish such service equipment, permits, certificates or rights-of-ways as are specified to be furnished, in the Cooperative's 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 its equipment.

d. For nonpayment of bill or deposit, except as restricted by the Iowa Administrative Code Section 199—20.4(16) and 20.4(17), provided that the Cooperative has complied with the following provisions when applicable:

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

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

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

discontinuance 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 forty-five days shall be extended by up to sixty 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 only take place 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 service to 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 service to the member-consumer not later than 11 a.m. the next day.
  
7. **Severe cold weather:** A disconnection will 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. If the Cooperative is serving fewer than 25,000 member-consumers, it may publish the notice in a member-consumer newsletter in lieu of mailing. If the Cooperative is serving fewer than 6,000 member-consumers it may publish the notice in an advertisement in a local newspaper of general circulation or shopper's guide.

8. **Health of a Resident:** Disconnection of a residential member-consumer shall be postponed if the discontinuance 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 one appears to be seriously impaired and may, because of mental or physical problems, be unable to manage their own resources, carry out activities of daily living or protect oneself 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 thirty 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 thirty 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 6.22" 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 thirty 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, 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. 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 twelve-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 that the Cooperative complies with the provisions of Iowa Administrative Code 199—20.4(15)"d."

### **6.3 Insufficient Reasons for Denying Service (20.4(16))**

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

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

### **6.4 Prior Indebtedness.**

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

If electric service is disconnected at a premise for non-payment by a member-consumer, service will not be reconnected at said premise in the name of the member-consumer or any other person liable for payment of the delinquent bill or any individual or entity failing to meet the Cooperative's creditworthiness

standard, until such prior indebtedness shall have been paid or arrangements have been made for the payment of said indebtedness on terms acceptable to the Cooperative. An individual or entity leasing or utilizing a grain bin or other outbuilding, equipment, or facility on the premise which is not separately metered shall be deemed to occupy the premises for purposes of this paragraph, even though said individual may not reside at the premises.

### **6.5 Resale of Energy**

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

### **6.6 Customer Rights and Responsibilities to Avoid Disconnection (20.4(15) h3).**

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

#### AVOIDING SHUT OFF OF ELECTRIC SERVICE FOR NONPAYMENT

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

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

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

- a. Contact the utility as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, the utility may offer you a payment plan that spreads payments evenly over at least 12 months. The plan

may be longer depending on your financial situation.

b. If you have not made the payments you promised in a previous payment plan with the utility and still owe money, you may qualify for a second payment agreement under certain conditions.

c. If you do not make the payments you promise, the utility may shut off your utility service on one day's notice unless all the money you owe the utility is paid or you enter into another payment agreement.

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

a. Contact the local community action agency in your area: Clarke, Decatur, Lucas & Wayne Counties contact the local office of South Central Iowa Community Action Program or call 641-446-4155; for Madison, Union & Ringgold Counties contact the local MATURA Action Corporation office or call 641-782-8431; for Marion & Warren Counties contact the local Red Rock Area Community Action Program or call 515-961-6271; or

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

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

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

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

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

payment of your utility bill or find other living arrangements. After 30 days your service may be shut off if payment arrangements have not been made.

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

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

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

- a. Your utility can shut off service between the hours of 6 a.m. and 2 p.m., Monday through Friday.
- b. The utility will not shut off your service on nights, weekends, or holidays for nonpayment of a bill.
- c. The utility will not shut off your service if you enter into a reasonable payment plan to pay the overdue amount (see #2).
- d. The utility will not shut off your service if the temperature is forecasted to be 20 degrees Fahrenheit or colder during the following 24-hour period, including the day your service is scheduled to be shut off.
- e. If you have qualified for low-income energy assistance, the utility cannot shut off your service from November 1 through April 1. However, you will still owe the utility for the service used during this time.
- f. The utility will not shut off your service if you have notified the utility that you dispute a portion of your bill and you pay the part of the bill that you agree is correct.
- g. If one of the heads of household is a service member deployed for military service, utility service cannot be shut off during the deployment or within 90 days after the end of deployment. For this exception to disconnection to apply, the utility must be informed of the deployment prior to disconnection. However, you will still owe the utility for service used during this time.

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

- a. You must be given a written notice at least 12 days before the utility service can be shut off for nonpayment. This notice will include the reason for shutting off your service.
- b. If you have not made payments required by an agreed-upon payment plan, you may be disconnected with only one day notice.

c. The utility must also try to reach you by telephone or in person before it shuts off your service. From November 1 through April 1, if the utility cannot reach you by telephone or in person, the utility will put a written notice on the door (or in another conspicuous location on the premise if posting on the door is not practical) of your residence to tell you that your utility service will be shut off.

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

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

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

If the utility has not been able to help you with your problem, you may contact the Iowa Utilities Board toll free at 1-877-565-4450. You may also write the Iowa Utilities Board at 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, or by E-mail at [customer@iub.iowa.gov](mailto: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 (20.2(4) m)**

### **7.1 Ownership**

The Cooperative will furnish the meter socket, and furnish and install the meter. The member-consumer will be required to furnish and install the conductor, conduit, disconnect and all other required appurtenances. On loads requiring current transformer metering, the Cooperative will install the current transformer meter loop and meter. Where local ordinances require inspection and approval of member-consumer's wiring by local authorities, such inspection shall be completed and certificate of approval obtained before the Cooperative will render service.

#### **7.11 Meter Location**

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

#### **7.12 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.

#### **7.13 Multi-occupancy Premises**

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

- Exceptions: Electricity used in centralized heating, cooling, water heating, ventilation or common-area lighting systems, in facilities designated for elderly or handicapped persons where utility costs are not apportioned to individual tenants
- where individual metering was not required prior to 1966.
  - with the approval of the Iowa Utilities Board.
  - where impractical.

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:

### **7.21 Self-Contained Metering**

For loads not in excess of 100 amperes, the Cooperative will furnish the socket and the member-consumer shall provide the necessary accessories for secondary metering.

### **7.22 Meter Loop Construction**

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

### **7.23 Current Transformer Installation**

The Cooperative will furnish and install current transformer metering, where necessary, on loads in excess of 200 amperes or at its determination of need for secondary service.

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

The Cooperative will furnish and install a temporary meter loop to provide electric service for construction until a permanent meter loop is installed; provided the need for temporary service does not exceed 2 years.

## **7.4 Primary Metering**

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

## **7.5 Meter Seals**

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



## **Section 8 UNDERGROUND ELECTRIC FACILITIES (20.2(4) n)**

### **8.1 Ownership and/or Contributions**

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

#### **8.21 Self-Contained Metering**

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

#### **8.22 Current Transformer Metering**

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

### **8.3 New Underground Facilities – Platted Areas**

The Cooperative will develop a written agreement for installing an underground 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 developments that will have underground residential distribution and the written agreement will be signed by both parties before construction is undertaken.

#### **8.31 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.

#### **8.32 Grade**

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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.

**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 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 (20.2(4) 1)**

### **9.1 Cooperative's Requirements**

#### **9.11 Wiring Specifications**

The Cooperative requires compliance with specifications set forth in the National Electric Safety Code when a member-consumer or other responsible party wires or rewires buildings, premises, etc.

#### **9.12 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. No inspection by the Cooperative, nor failure to object to the member consumer's installation shall render the Cooperative liable for injury or damage resulting from any defective installation of member consumer.

### **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 government 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.

When 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.

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

#### **9.31 Liability of Member-Consumer**

The Cooperative may without notice disconnect the service of a member consumer where wiring conditions on the member-consumer's premises are deemed by the Cooperative to be hazardous.

## **Section 10 METER READING**

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

The member-consumer shall allow Cooperative representatives to read the meter whenever they are on the premises of the member-consumer and assure the Cooperative representatives of a safe means of reading the meter.

### **10.2 Cooperative's Responsibility**

Meters shall be read by the Cooperative at monthly intervals on the date designated by the Cooperative. If meter readings are not obtained due to weather conditions or other causes, the Cooperative will estimate the consumption for the period and render a bill accordingly.

The Cooperative will be responsible for designating and approving the location of the meter to insure proper readings by the Cooperative.

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

### **11.1 Type of Billing**

A bill for electric service will be mailed to each member-consumer on or about the 10th day of each month showing the present and previous meter readings, kWh's 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 10<sup>th</sup> 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 due date is a Saturday, Sunday or legal holiday, an additional working day will be allowed without a late payment charge. Payments received by mail after the due date and postmarked on the due date or before will be accepted without a late payment charge.

#### **11.31 Bill**

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

#### **11.32 Late Payment Charge (20.4(12))**

When payment is made after the due date printed on the bill, a late payment charge is added. The late payment charge will be calculated at 1.5% of the past-due balance.

Payments received by mail after the due date and postmarked on the due date 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 due date falls on a day when the office is not open to receive payments.

**11.33 Forgiveness of One Late Payment (20.4(12))**

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

**11.34 Change of Date of Delinquency (20.4(12))**

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

**11.4 Failure to Receive Bill**

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

**11.5 Level Payment Plan (Budget Billing) (20.4(12))**

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

1. Be offered to each eligible member-consumer when the member-consumer initially requests service.
2. Allow for entry into the level payment plan anytime during the calendar year.
3. Provide that a member-consumer may request termination of the plan at any time. If the account is in arrears at the time of termination, the balance shall be due and payable at the time of termination. The Cooperative is not required to offer a new level payment plan to a member-consumer for six months after the member-consumer has terminated from a level payment plan.
4. The monthly level payment plan amount will be 1/12 of the projected cost for the next 12 months subject to any adjustments discussed below.

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

from that in use. When the level payment amount is recomputed, the level payment plan account balance shall be divided by 12, and the resulting amount shall be added to the monthly level payment amount.

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

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

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

### **11.6 Parties Responsible for Payment**

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

### **11.7 Billing Information**

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

should be cost based and developed based on those employee costs (and may include any applicable loadings-FICA, space etc.) associated with performing the research.



## **Section 12 COLLECTIONS (20.2(4) p)**

### **12.1 Procedure**

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

#### **12.11 Payment Agreements (20.4(11) & (20.2(4) z)**

- a. Availability of a first payment agreement: When a residential member-consumer cannot pay in full a delinquent bill for electric service or has an outstanding debt to the utility for residential electric service and is not in default of a payment agreement with the Cooperative, then Cooperative will offer the member-consumer an opportunity to enter into a reasonable payment agreement.
- b. Reasonableness: Whether a payment agreement is reasonable will be determined by considering the current household income, ability to pay, payment history including prior defaults on similar agreements, the size of the bill, the amount of time and the reasons why the bill has been outstanding, and any special circumstances creating extreme hardships within the household. The Cooperative may require the person to confirm financial difficulty with an acknowledgement from the department of human services or another agency.
- c. Terms of payment agreements: First payment agreement: The Cooperative will offer member-consumers who have received a disconnection notice or have been disconnected for 120 days or less and who are not in default of a payment agreement the option of spreading payments evenly over at least 12 months by paying specific amounts at scheduled times. The Cooperative will offer member-consumers who have been disconnected for more than 120 days and who are not in default of a payment agreement the option of spreading payments evenly over at least 6 months by paying specific amounts at scheduled times.

The agreement must also include provisions for payment of the current account.

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

The Cooperative may offer the member-consumer the option of making the agreement over the telephone or through electronic transmission. When the member-consumer makes the agreement over the telephone or through electronic transmission, the utility shall render to the member-consumer a written document reflecting the terms and conditions of the agreement within three days of the date the parties entered into the oral agreement or electronic agreement. The document will be considered rendered to the member-consumer when addressed to the member-consumer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is made by other than U.S. mail, the document shall be considered rendered to the member-consumer when delivered to the last-known address of the person responsible for payment for the service. The document shall state that unless the member-consumer notifies the utility within ten days from the date the document is rendered, it will be deemed that the customer accepts the terms as reflected in the written document. The document stating the terms and agreements shall include the address and 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 agreement: The Cooperative will offer a second payment agreement to a member-consumer who is in default of a first payment agreement if the member-consumer has made at least two consecutive full payments under the first payment agreement. The second payment agreement will be for the same term as or longer than the term of the first payment agreement. The member-consumer will be required to pay for current service in addition to the monthly payments under the second payment agreement and may be required to make the first payment up-front as a condition of entering into the second payment agreement. The Cooperative may also require the member-consumer to enter into a level payment plan to pay the current bill. The Cooperative may offer additional payment agreements to the member-consumer.

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

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

### **12.3 Reconnection Charge Resulting From Nonpayment of Energy Account**

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

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 12.11, if applicable, shall be made.
  
- B. The member-consumer shall pay a disconnection fee of \$125.00 and a reconnection fee of \$125.00 if the trip is completed on regular time. The charge for the reconnection shall be \$200.00 if any part of the trip is on overtime.

C. The member-consumer shall pay a reconnection fee of \$125 if the account is reconnected remotely during normal business hours. The fee shall be \$200 if the account is reconnected remotely during any other time. A remote reconnection is defined as a reconnection where a Cooperative representative is not physically present at the premise at the time of reconnection. In order to complete a remote reconnection, the Cooperative may require the member-consumer or other authorized adult to be physically at the premise at the time of reconnection.

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

## **Section 13 METER TESTING (20.6)**

### **13.1 Routine Testing**

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

#### **13.11 Limits**

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

#### **13.12 New Meters**

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

### **13.2 Request Test**

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

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

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

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

### **13.21 Referee Tests**

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

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

## **13.3 Adjustments of Bills (20.4 (14))**

### **13.31 Meter Error**

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

### **13.32 Determination of Adjustment**

Recalculation of bills shall be on the basis of actual monthly consumption except that if service has been measured by self-contained single-phase meters or three-wire network meters and involves no billing other than for kWhs, the recalculation of bills may be

based on the average monthly consumption determined from the most recent thirty-six month's consumption data.

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

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

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

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

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

### **13.33 Refunds**

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

### **13.34 Back Billing**

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

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

### **13.35 Overcharges**

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

### **13.36 Undercharges**

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 need not exceed five years unless otherwise ordered by the board. The maximum back bill

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shall not exceed the dollar amount equivalent to the tariff rate for like charges (e.g., usage-based, fixed or service charges) in the 12 months preceding discovery of the error unless otherwise ordered by the board.

**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 rebill 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.

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

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

**14.1 Service Reconnection**

Prior to the reconnection of any member-consumer who owes the Cooperative for any past electric service, the member-consumer shall pay the past due account for electric service, plus a deposit for service as per Section 3.31, 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 Patronage Dividend Deductions**

The Cooperative reserves the right to deduct from a member-consumer's deferred patronage dividend account any amounts of money owed the Cooperative by the member-consumer for electric service and/or other obligations.

**14.4 Membership Deductions**

The Cooperative reserves the right to deduct from a member-consumer's membership any amounts of money owed the Cooperative by the member-consumer for electric service and/or other obligations.

## **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 180 days or 6 months or longer shall not be reconnected or energized until the installation passes an inspection conducted by the State of Iowa, a municipality or other governmental agency under the authority of the Iowa statewide electrician's licensing and inspection program.

### **15.4 Charges**

If a member-consumer requests service discontinued temporarily, (180 days or less), the Cooperative will charge a \$125.00 reconnection fee. In the event the duration of the reconnected service is discontinued within the 180 days of the original request for reconnect, there will be a \$125 disconnect fee. Any after hour reconnects or disconnects will be charged at the service call rate.

## **Section 16 IDLE SERVICES**

### **16.1 Definitions**

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

If a service is discontinued or idle longer than six months a \$18 monthly fee will be charged to cover the cost of the Cooperative's investment in the facilities. So long as the idle service charge is paid by the member-consumer or owner, the Cooperative's facilities shall remain in place. However, any time the member-consumer or owner refuses to pay the idle service charge, the member-consumer or owner shall be notified that the facilities may be removed from the given premises by the Cooperative whenever the Cooperative determines it is economical to do so.

### **16.3 Rebuilding**

If the member-consumer or owner applies for restoration of service at the location after the facilities have been removed, the member-consumer will be required to follow the line extension section of the tariff.

## **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.

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.

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

### **17.4 Other Charges**

Whenever the Cooperative is required to go to the member's place of service due to actions of the member-consumer, or lack of action by the consumer, the Cooperative may collect a \$125.00 trip charge if the trip is completed during regular time or \$200.00 if any part of the trip is on overtime. This charge will also apply to an agent/contractor working on behalf of the member/consumer.

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## **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.

Clarke Electric Cooperative, Inc.  
Electric Tariff  
Filed with Iowa Utilities Board

Section 18 RELOCATION OF FACILITIES  
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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.

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**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 shall 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.

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Section 21 LIGHTING SERVICES  
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**Section 21 RESERVED FOR FUTURE USE**

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## **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**

#### **22.31 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, the Wiring Specifications of the Iowa Food and Energy Council and such other codes and specifications as may be applicable, and to any other requirements of the Cooperative.

#### **22.32 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.

#### **22.33 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.

**22.34 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.

**22.35 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 (20.12)**

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

## **Section 23 COMPLAINTS (20.2(4) y)**

### **23.1 Member-Consumer Complaints**

Member-consumer complaints received by mail, telephone or in person shall be acted upon promptly. Telephone number's 1-800-362-2154 and (641) 342-2173 is answered continuously for the handling of problems or complaints of an emergency nature.

Telephone numbers 1-800-362-2154 and (641) 342-2173 are answered 7:30 A.M. to 4:00 P.M., Monday through Friday, to handle routine business complaints and other communications.

Upon receipt of a complaint, it shall be promptly transmitted to the department assigned to handle complaints of such nature. Such action as necessary to resolve the problem shall be made promptly by mail, telephone or personal contact.

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

### **23.2 Records**

Records concerning resolution of routine service problems and complaints shall be filed at the Cooperative Headquarters Office.

Records concerning resolution of complaints of major consequences shall be filed 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 of its electric plant in accordance with the IAC 199--25.3 in order to determine the necessity of replacement and repair.

### **24.2 Inspection forms**

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

### **24.3 Filing**

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

### **24.4 Construction and Maintenance**

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

## **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 of its wholesale power from CIPCO. Accordingly, any qualifying facility seeking services pursuant to this tariff should coordinate their efforts with the Cooperative, which will then coordinate with CIPCO if necessary.

### **25.1 Availability**

This section shall apply to any member-consumer within the Cooperative's assigned service area with 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. A member-consumer with electric generating equipment shall not connect it in parallel with the Cooperative or CIPCO's system without the prior written consent of the Cooperative or CIPCO. Failure of the member-consumer to comply with the Cooperative or CIPCO'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 of the Cooperative or CIPCO requirements of general rules for electric service as well as the specific provisions of this section.

### **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/CIPCO of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, the Cooperative/CIPCO would generate itself or purchase from another source. The Cooperative purchases all of its power requirements from its wholesale power supplier, CIPCO. Cooperative's avoided costs shall equal those of CIPCO and CIPCO shall be responsible for calculating the Cooperative's Avoided Costs.

**"Qualifying Alternate Energy Production Facility" (QAEPF)** means any of the following:

- An electric production facility which derives 75% or more of its energy input from solar energy, wind, waste management, resource recovery, refuse-derived fuel, agricultural crops or residues, or wood burning

- Land, systems, buildings, or improvements that are located at the project site and are necessary or convenient to the construction, completion, or operation of the facility; or
- Transmission or distribution facilities necessary to conduct the energy produced by the facility to the purchasing utility.

A facility which is a qualifying facility under 18 CFR Part 292, Subpart B, is not precluded from being an alternate energy production facility.

**“Qualifying Facility” (QF)** means a cogeneration facility or a small power production facility which is a qualifying facility under 18 CFR Part 292, Subpart B.

**“Qualifying Small Hydro Facility” (QSHF)** means any of the following:

- A hydroelectric facility at a dam;
- Land, systems, buildings, or improvements that are located at the project site and are necessary or convenient to the construction, completion or operation of the facility; or
- Transmission or distribution facilities necessary to conduct the energy produced by the facility to the purchasing utility.

A facility which is a qualifying facility under 18 CFR Part 292, Subpart B, is not precluded from being a small hydro facility.

### **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.

#### **25.31 Acceptable Standards**

Permission to interconnect with the Cooperative or CIPCO 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 CIPCO electric system:
  1. Standard for Interconnecting Distributed resources with Electric Power Systems, ANSI/IEEE Standard 1547-2003, For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
    - (a) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems--- IEEE Standard 519-1992; and



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

(c). Iowa Electrical Safety Code, as defined in 199—Chapter 25.

(d). National Electrical Code, ANSI/NFPA 70-2008.

b. The member-consumer facility shall automatically and effectively disconnect from the area electric power system upon loss of electric voltage supplied by the Cooperative/CIPCO.

c. The member-consumer shall furnish and install an overcurrent device 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. The member-consumer shall furnish the Cooperative or CIPCO with sufficient data in order to verify that all conditions in Parts A, B and C above are met. Cooperative or CIPCO approval is required before interconnection is permitted.

d. The interconnection shall be provided with a switch that provides a visible break or opening. The switch shall be capable of being padlocked in the open position. Both the operator of the qualifying facility (or qualifying alternate energy production facility, or qualifying small hydro facility) and the Cooperative or CIPCO shall have access to the interconnection switch at all times.

e. Those 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.

f. The member-consumer facility shall be subject to disconnection without notice by the Cooperative/CIPCO in the event the facility causes a hazard to the public or to property or unacceptable safety, voltage, voltage wave form, frequency conditions, service interruption, or communications interference.

g. The member-consumer will regularly inspect, maintain, and service the facility for safe and reliable operation and maintain a record or log, available for inspection by the Cooperative or CIPCO, showing when the facility is shut down for repairs or maintenance, the maintenance or repair completed, and when the facility is placed back in service. If requested by the Cooperative or CIPCO, the member-consumer shall submit to the Cooperative or CIPCO a maintenance schedule, prior to October 1, of each year, for the following calendar year.

h. The member-consumer shall agree to insure and indemnify and defend the Cooperative and CIPCO 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 in the amount of \$1,000,000 or other proof of financial responsibility will be required by Cooperative/CIPCO and shall be approved by the Cooperative/CIPCO prior to interconnection. Failure to maintain required insurance or proof of financial responsibility shall be cause for disconnection. The Cooperative and CIPCO shall be named as additional insureds.

i. The member-consumer shall reimburse the Cooperative or CIPCO for costs incurred by the Cooperative or CIPCO for all costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Cooperative or CIPCO 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 CIPCO 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.

j. The member-consumer shall agree to discontinue sales to Cooperative/CIPCO when, due to operational circumstances, purchases from the member-consumer will result in CIPCO costs greater than those which CIPCO would incur if it did not make such purchases, but instead generated an equivalent amount of energy, provided, however, that CIPCO shall notify the member-consumer within a reasonable amount of time to allow the member-consumer to cease the delivery of energy.

k. A contract reflecting the conditions of this tariff shall be required between the Cooperative/CIPCO and the member-consumer

l. The member-consumer shall permit Cooperative or CIPCO 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 CIPCO'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 CIPCO 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.

m. The member-consumer shall be responsible for the costs of installation and maintenance of power factor correction capacitors required to maintain the equivalent of an average power factor of 90% (lagging) at the interconnection.

n. 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 or CIPCO's voltage waveform.

## 25.4 Prices

### **25.41 Prices for purchases by the member-consumer from the Cooperative**

See applicable price schedule.

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, but reserves the right to create a separate price or rate based upon the unique characteristics of such member-consumers.

**25.42 Prices 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 shall be as follows:

The price(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 prices will be consistent with 18 CFR 292.304.

***QFs greater than 100 kW***

The price(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/CIPCO.

**25.43 Wheeling Charges**

Cooperative/CIPCO 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/CIPCO and in accordance with any applicable regulations. In addition, Cooperative/CIPCO 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 alternate energy production or small hydro facility agrees, the Cooperative/CIPCO which would otherwise be obligated to purchase electricity from such facility may transmit the electricity to any other electric utility, or to a separate location owned or occupied by the owners of the facility. Any electric utility to which such electricity is transmitted shall purchase such electricity under this section 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 shall be adjusted downward according to the mutual agreement of the transmitting and receiving utilities, to reflect any wheeling line losses and shall not include any charges for transmission.

## **25.5 Alternate Energy Purchase Program**

### **Statement of Purpose**

Iowa Code §476.47 requires electric utilities to offer an alternate energy purchase program to customers 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 customers 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 customers 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 customers of Clarke Electric Cooperative, (CEC) to make contributions that will be utilized to assist in the development of alternate energy in Iowa.

### **Program Description**

Clarke Electric Cooperative obtains all of its wholesale power from Central Iowa Power Cooperative ("CIPCO"). Purchases from CIPCO are made pursuant to a wholesale power contract requiring Clarke Electric Cooperative to purchase all of its power supply needs from CIPCO. CEC has designed this program to allow its customers 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. CEC will make reports available to its members, detailing the manner in which contributions have been spent or are proposed to be spent. CEC will strive to make the best use of the funds contributed; however, until CEC knows how much will be contributed, it is difficult to determine in advance the best utilization of the funds.

The Program will allow CEC customers to make a contribution to this Alternate Energy Program by adding the amount they wish to contribute to their electric bill each month and sending the funds to CEC along with their payment. Customers will be given an opportunity to contribute in increments of \$1.00 and may enter or leave the Program at any time. The customer bill forms will have a space on them to allow the customer to indicate their interest in participating and the amount they wish to contribute. Customers may contribute each month or on a less frequent basis.

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Effective: September 1, 2012

Customers 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.

**Program Effective Date**

This program shall become effective on March 1, 2004, and the statements customers receive in March will have a place for customers to specify the amount they wish to contribute to the program.

**Eligibility**

All customers in all customer classes shall be eligible to participate in this program.

**Forms**

A customer notification is attached, which notification was sent to all customers in the Cooperative newsletter, *Closed Circuit*, in December of 2003. In addition, Clarke Electric intends to notify customers of the program on its web page, at member meetings, and verbally in response to customer inquiries.

## 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 customers, (II) the amounts of electric energy sold to customers, (III) the gross receipts, net receipts, or revenues to the Cooperative there from, 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 customers 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 422.43 of the Iowa Code, shall be applied to all billings for electric service, unless exempted under the provisions of Section 422.45, 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 customers 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 Admin. Code.

**School Infrastructure Local Option Tax:** Where a school infrastructure local option tax, as set forth in Section 422E of the Iowa Code, has been imposed in a county, it shall be applied to all billings for electric service to customers within the county, except where such billings are subject to a franchise or user fee and therefore exempt under Rule 701 –107.9 of the Iowa Admin. 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.

Clarke Electric Cooperative, Inc.  
Electric Tariff  
Filed with Iowa Utilities Board

Section 27 FORMS AND CONTRACTS  
\_\_\_\_\_ Revised      Sheet No. 71  
Cancels \_\_\_\_\_      Sheet No. \_\_\_\_\_

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

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

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## Section 28 RATES

### 28.1 Rate of Designation: Schedule A - Single Phase Non-Commercial

Class of Service: Single Phase Service Non-Commercial

Service Area: All Areas Served by the Cooperative

Availability: Available to all consumers for single-phase service where 75 kVA or less of transformer capacity is required. Service is subject to the rules and regulations of the Cooperative.

Type of Service: 120/240 Volts, Single Phase, 60 Hertz, through one meter

Rate: Monthly Service Charge <= 250 kWh  
\$42.00 per month  
Monthly Service Charge >250 kWh  
\$32.00

Monthly Service Charge: Energy charge \$0.113  
The monthly service charge under the above rate shall be \$32.00 or \$42.00 per month plus sales tax depending on your kWh usage.

Terms of Payment: A late payment charge of one and one-half percent (1.5%) per month of the past-due amount will be added to the amount of the net bill where payment is not made within 20 days of the rendition of the bill.

Taxes: The rates set forth are based on taxes currently applicable. Any increase in existing or new taxes on the transmission, distribution or sale of electricity allocable to sales hereunder shall be added to the monthly or energy charge as appropriate to be paid by the consumer.

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**28.1A Rate of Designation: Schedule AU - Single Phase Non-Commercial - Urban**

Class of Service:	Single Phase Non-Commercial Urban Service
Service Area:	All Areas Served by the Cooperative
Availability:	Available to all consumers for single-phase non-commercial service within an incorporated City or Village where 75kva or less of transformer capacity is required. Service is subject to the rules and regulations of the Cooperative. This rate will not apply to any service outside city limits.
Type of Service:	120/240 Volts, Single Phase, 60 Hertz, through one meter
Rate:	Monthly Service Charge <= kWh \$29.25 per month Monthly Service Charge > 250 kWh \$22.50 Energy charge \$0.113
Monthly Service Charge:	The monthly service charge under the above rate shall be \$22.50 or \$29.25 depending on your kWh usage per month plus sales tax.
Terms of Payment:	A late payment charge of one and one-half percent (1.5%) per month of the past-due amount will be added to the amount of the net bill where payment is not made within 20 days of the rendition of the bill.
Taxes:	The rates set forth are based on taxes currently applicable. Any increase in existing or new taxes on the transmission, distribution or sale of electricity allocable to sales hereunder shall be added to the monthly or energy charge as appropriate to be paid by the consumer.

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**28.2 Rate of Designation: Commercial Service 0-75 KVA**

Class of Service:	Commercial Service 0-75 kVA
Service Area:	All Areas Served by the Cooperative
Availability:	Available to all consumers for single and three phase services where 75 kVA or less of transformer capacity is required. Service is subject to the rules and regulations of the Cooperative.
Type of Service:	Single phase and three-phase, 60 hertz, at available voltages.
Rate:	Monthly Service Charge \$85.00 per month Demand Charge \$6.25 per KW Energy Charge First 200 kWh per KW demand @ .079 per kWh Over 200 kWh per KW demand @ .053 per kWh.
Monthly Service Charge:	The monthly service charge under the above rate shall be \$85.00 per month plus any demand minimum charge plus sales tax.
Determination of Billing Demand:	The billing demand shall be the maximum kilowatt demand established by the consumer for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided hereinafter, but in no event less than 70 percent of the highest demand established in the preceding eleven (11) months.
Demand and Power Factor Metering:	This rate schedule provides for measurement of demand or power factor; the seller shall have the right to

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make such measurements by test at any time or install meters permanently, or agree with the consumer on estimated demand and power factor to be used for billing.

Delivery Point:

Unless otherwise specified in the service contract, the delivery point shall be the metering point when service is furnished at secondary voltage, or the point of attachment of the seller's primary line to the consumer's transformer structure if service is furnished at primary line voltage. All wiring, pole lines, and other equipment (except metering equipment) on the load side of delivery point shall be owned and maintained by the consumer.

Primary Service

If service is furnished at the seller's primary distribution voltage, a discount shall apply to the charges specified in the applicable rate schedule. The seller may meter at secondary voltage and adjust to primary metering by adding the estimate transformer losses to the metered kilowatt-hours and kilowatts. The discount for primary service shall be two and one half (2.5) percent.

Terms of Payment:

A late payment charge of one and one-half percent (1.5%) per month of the past-due amount will be added to the amount of the net bill where payment is not made within 20 days of the rendition of the bill.

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Taxes:

The rates set forth are based on taxes currently applicable. Any increase in existing or new taxes on the transmission, distribution or sale of electricity allocable to sales hereunder shall be added to the monthly or energy charge as appropriate to be paid by the consumer.

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28.3 Rate Designation: Schedule B2-Large Commercial; over 75-1000 kVa

Class of Service: Large Commercial over 75-1,000 kVa

Service Area: All Areas Served by the Cooperative

Availability: Available to all single and three phase consumers where the required transformer capacity is greater than 75 kVA, but less than 1000 kVA. Service is subject to the established rules and regulations of the Cooperative.

Type of Service: Single and three-phase, 60 hertz, at available voltages

Rate: Monthly Service Charge \$105.00  
Demand Charge \$12.50 per KW  
Energy Charge First 200 KWH per KW demand @ \$.0770  
Over 200 KWH per KW demand @ \$.0510 plus sales tax

Monthly Service Charge: The monthly service charge under the above rate shall be \$105.00 per month plus any demand minimum charge plus sales tax.

Determination of Billing Demand: The billing demand shall be the maximum kilowatt demand established by the consumer for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided hereinafter, but in no event less than 70 percent of the highest demand established in the preceding eleven (11) months.

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Demand and Power  
Factor Metering:

This rate schedule provides for measurement of demand or power factor, the Seller shall have the right to make such measurements by test at any time or install meters permanently, or agree with the consumer on estimated demand and power factor to be used for billing.

Delivery Point:

Unless otherwise specified in the service contract, the delivery point shall be the metering point when service is furnished at secondary voltage, or the point of attachment of the Seller's primary line to the consumer's transformer structure if service is furnished at primary line voltage. All wiring, pole lines, and other equipment (except metering equipment) on the load side of delivery point shall be owned and maintained by the consumer.

Primary Service:

If service is furnished at the Seller's primary distribution voltage, a discount shall apply to the charges specified in the applicable rate schedule. The Seller may meter at secondary voltage and adjust to primary metering by adding the estimate transformer losses to the metered kilowatt-hours and kilowatts. The discount for primary service shall be two and one half (2.5) percent.

Terms of Payment:

A late payment charge of one and one-half percent (1.5%) per month of the past-due amount will be added to the amount of the net bill where payment is not made within 20 days of the rendition of the bill.

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Taxes:

The rates set forth are based on taxes currently applicable. Any increase in existing or new taxes on the transmission, distribution or sale of electricity allocable to sales hereunder shall be added to the Monthly or Energy Charge as appropriate to be paid by the consumer.

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**28.4 Rate of Designation: Large Power – over 1,000 kVa**

Class of Service:	Large Power – over 1,000 kVa
Service Area:	All areas served by the Cooperative
Availability:	Available to all consumers where the required transformer capacity is greater than 1000 kVA. Service is subject to the established rules and regulations of the Cooperative.
Type of Service:	Three-phase, 60 hertz, at available voltages
Rate:	Monthly Service Charge \$575.00 Demand Charge \$12.50 Energy Charge First 200 kWh per kW demand @\$.071 Over 200 kWh per kW demand @ \$.048 plus sales tax
Monthly Service Charge:	The monthly service charge under the above rate shall be \$575.00 per month plus any demand minimum charge plus sales tax.
Determination of Billing Demand:	The billing demand shall be the maximum kilowatt demand established by the consumer for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided hereinafter, but in no event less than 70 percent of the highest demand established in the preceding eleven (11) months.

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Demand and Power  
Factor Metering:

This rate schedule provides for measurement of demand or power factor, the seller shall have the right to make such measurements by test at any time or install meters permanently, or agree with the consumer on estimated demand and power factor to be used for billing.

Delivery Point:

Unless otherwise specified in the service contract, the delivery point shall be the metering point when service is furnished at secondary voltage, or the point of attachment of the seller's primary line to the consumer's transformer structure if service is furnished at primary line voltage. All wiring, pole lines, and other equipment (except metering equipment) on the load side of delivery point shall be owned and maintained by the consumer

Primary Service:

If service is furnished at the Seller's primary distribution voltage, a discount shall apply to the charges specified in the applicable rate schedule. The Seller may meter at secondary voltage and adjust to primary metering by adding the estimate transformer losses to the metered kilowatt-hours and kilowatts. The discount for primary service shall be two and one half (2.5) percent.

Terms of Payment:

A late payment charge of one and one-half percent (1.5%) per month of the past-due amount will be added to the amount of the net bill where payment is not made within 20 days of the rendition of the bill.

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Taxes:

The rates set forth are based on taxes currently applicable. Any increase in existing or new taxes on the transmission, distribution or sale of electricity allocable to sales hereunder shall be added to the Monthly or Energy Charge as appropriate to be paid by the consumer.

Agreement:

A member-consumer desiring service under this rate schedule with demand expected to be in excess of 1,000 kw may be required to sign a Cooperative written service agreement.

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**28.5 Rate Designation: Off Peak Rate**

Class of Service:	Three-phase/Large commercial and Large Power
Availability:	Available to new and existing three-phase, large commercial and large power member-consumers on an optional basis for all electric uses in one establishment through one meter and one point of delivery, adjacent to an electric distribution circuit of adequate capacity. No resale, breakdown of supplementary service is permitted.
Type of Service:	Three-phase, 60 Hertz alternating current at secondary voltage or by member-consumer's option, the higher available voltage. The Cooperative will normally provide only one transformation. Alternative voltages and/or service is available in accordance with Cooperative rules and regulations and excess facilities charge.
Rate:	Service Charge \$150.00
Excess Facilities Charge:	Any excess facilities required to provide service in excess of that permitted under the rules and regulations of Clarke Electric Cooperative, Inc., will be paid for by the member consumer and considered aid to construction. Any facility charge charged to the Cooperative by the wholesale power supplier shall also be charged to the member-consumer.
Demand Charges:	On Peak \$20.00 Off Peak \$3.00 All kw of monthly billing demand*

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Energy Charges:	On peak* \$.2200 Off peak* \$.0500 *Subject to Energy Adjustment Clause as stated in this rate offering.
Billing Demand:	The billing demand to be used for billing purposes each month shall be the maximum integrated kw demand recorded by a standard meter during any fifteen (15) minute interval in the billing month. The peak demand will be billed at not less than 70 percent of the highest peak demand established during the preceding 11 months.
On/off-peak Definition:	Current on-peak hours shall be from 4:01 p.m. to 9 p.m. CST Monday through Friday. Off-peak hours are all other times. The on/off peak will be defined by the Cooperatives power supplier. Any changes made by the power supplier will be reflected in this rate.
Primary Service Discounts:	Where primary service is available and provided the member-consumer-consumer purchases primary service and furnishes the approved transformation and protective devices demand and every charge will be discounted as appropriate.
Minimum Charge:	The minimum monthly charge under the above rate shall be \$150.00 per month plus any peak demand minimum charge plus sales tax.
Terms of Payment:	A late payment charge of one and one-half per cent (1.5%) per month of the past-due amount will be added to the amount of the net bill where payment is

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not made within 20 days of the rendition  
of the bill.

General Provisions

Tax Adjustment Clause: Demand and energy charges are subject to modification to include any tax levied during the year that changes the cost basis on which the stated rates were based.

Power Factor: The above rate schedule is based upon a power factor of 90% or higher. Where the power factor is less than 90%, the net demand charges will be increased by 1% for each whole 1% the power factor is below 90%. The power factor may be determined by suitable recording instruments or periodic tests.

Agreement: A member-consumer desiring service under this rate schedule may be required to sign a Cooperative written service agreement.

## 28.6 Electric Space Heating Rate

Rate Designation:	(B-3) Electric Space Heating Rate
Class of Service:	Single-phase, 60 Hertz at available voltages, residence, and small commercial establishments.
Service Area:	Entire Service Area.
Availability:	Available to all consumers for separately metered electric storage and/or space heating where electric service is also used for lighting or other purposes, and who agree to use the Cooperative's service under the terms and conditions set forth in the Member Service Agreement.  Service will be available for all approved separately metered electric space heating installations meeting the Cooperative's space heating equipment, building insulation and wiring specifications, where electric service is also used for lighting and other purposes. The member-consumer shall make provisions in their electrical wiring for the installation of separate meter, if necessary.
Monthly Rate:	All KWHs per month @ \$.058 plus sales tax. This rate is in effect October 1 – May 31 annually.
Terms of Payment:	A late payment charge of one and one-half per cent (1.5%) per month of the past-due amount will be added to the

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amount of the net bill where payment is not made within 20 days of the rendition of the bill.

Taxes:

The rates set forth are based on taxes currently applicable. Any increase in existing or new taxes on the transmission, distribution or sale of electricity allocable to sales hereunder shall be added to the bill.



### 28.7 Power Cost Adjustment– Rider No. 1

The power cost adjustment shall provide for change of the price per kilowatt-hour consumed to equal the average cost per kilowatt-hour delivered by the utility's system. Prior to each billing cycle, the Cooperative shall determine the adjustment amount to be charged for each energy unit consumed under the rates filed with the Iowa Utilities Board. The calculation shall be:

$$EO = \frac{C1 + C2}{Q1 + Q2} - B$$

EO is the energy adjustment charge to be used in the next customer billing cycle rounded on a consistent base to the nearest \$.00001/KWH.

C1 and C2 are the charges by the wholesale supplier as recorded in Account 555 of the Uniform System for Accounts less cost for customers not subject to EAC rider no. 1(non-juris) and less costs designated as electric heat for the period of time designated by the Utility for cost recovery.

Q1 and Q2 are the total electric energy delivered in KWH's by the Cooperative during each of the months in which the expenses C1 and C2 were incurred less kWh for customers not subject to EAC rider #1 (non-juris) and kWh designated as electric heat.

B is the amount of the electric energy cost per KWH included in the base rates of the Cooperative's rate schedules. The adjustment base is calculated from the cost of service study information by the following formula:

$$B = \frac{\text{*Pro forma year Purch. Power Cost Less Non-Juris Cost. Less Electric Heat Cost}}{\text{* Pro forma year KWH Sold, Less Non Juris kWh, Less Electric Heat kWh Sold}}$$

$$B = \frac{5,850,659 - 103,031 - 37,487 - 62,132 - 229,141}{90,778,751 - 1,544,081 - 646,485 - 1,030,417 - 6,256,348 - 200,300} = 06682/\text{kwh}$$

\*Test year ended 12/31/06

### **28.8 Distribution Cost Adjustment (DCA)**

The distribution cost adjustment (DCA) shall provide for the adjustment of the price per kilowatt-hour of energy purchased in order to help meet the Cooperative's modified debt service coverage (MDSC) requirements of 1.35 as required by the Cooperative's lending institution. The MDSC measurement will be reviewed quarterly and adjusted if necessary, by the Board of Directors. If the MDSC is below the level required by the Cooperative's lender, the Cooperative may impose a distribution cost adjustment. If the MDSC is above the level required by the Cooperative's lenders, the Cooperative may reduce the distribution cost adjustment or impose a credit in an amount sufficient to reduce forecasted requirements to maintain the required MDSC. The DCA is not an automatic adjustment, it will require board approval to make an adjustment. Any adjustments to the DCA will be communicated to the affected members prior to the adjustment. The adjustment will be applied directly to each kWh and will be spread equally between all revenue and rate classes.

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**Section 29**

**29.1 Rate Designation Schedule C Rural Residential Time-of-Day Rate**

Type of Service:	Single-phase, 60 cycles, 120/240 volts
Service Area:	All Areas Served by the Cooperative
Availability:	Applicable for service at 120/240 volts, single phase, through a single meter to a member-consumer using the Cooperative's standard service, or subject to the terms of a service contract and membership application which must be approved by the Board of Directors and the service is subject to the provisions of the Cooperative electric service standards.
Metering:	All metering necessary to accurately record proper time-of-day information will be paid for by the member-consumer requesting time-of-day rate coverage. These costs will include meter costs, installation costs, and other costs specifically associated with the process of metering on a time-of-day basis, including monthly data processing costs.
Terms of Payment:	The above charges are net. The gross charge is an additional five (5) percent of the net bill less sales tax, which will be rendered on delinquent bills. Each member-consumer shall be granted one complete forgiveness of a late payment charge per calendar year.
Whole Power Cost Adjustment:	Time-of-day Energy Adjustment Clause Rider.

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Rate:

The time of day rate will be based upon the most current cost of service study available to the Cooperative. The time-of-day rate shall consist of the following components:

- (a.) Off-peak Rate
  - a. 100% of fully allocated on-peak energy costs.
  - b. 100% of fully allocated customer costs.
  - c. 100% of fully allocated off-peak capacity costs.
  - d. Contribution of margins as established by Cooperative.
  
- (b.)
  - a. 100% of fully allocated on-peak costs.
  - b. 100% of fully allocated customer costs.
  - c. 100% of fully allocated on-peak capacity costs.
  - d. Contribution to margins as established by Cooperative.

Determination of Peak Period: The period during which the on-peak rate is applied shall be that period determined by the Cooperative to be the period during which maximum cost is incurred. This period will be determined at least annually and may be changed upon 30-day notice to affected member-consumers.