

RULES AND REGULATIONS

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

Section 1 STATEMENT OF OPERATIONS

1.1 Preliminary Statement (20.2(4) b)

The Southwest Rural Electric Cooperative is a Cooperative corporation organized under the provisions of Chapter 499, Code of Iowa.

The Cooperative provides electric distribution service to approximately 4,300 member-consumers in Adair, Adams, Cass, Decatur, Fremont, Mills, Montgomery, Page, Ringgold, Taylor, and Union counties, Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member-consumer has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the members-consumers by the members-consumers.

The principal offices of the Cooperative are in Corning, Mt. Ayr, and Stanton, Iowa, and all records are retained at these offices.

1.2 Areas Served (20.2(4) h)

Rural areas in Adair, Adams, Cass, Decatur, Fremont, Mills, Montgomery, Page, Ringgold, Taylor, and Union counties, Iowa

1.3 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. Chief Executive Officer
2. Member-Consumer Relations
3. Engineering Operations
4. Meter Tests and Repairs
5. Emergencies During Non-Office Hours
6. Franchises for Electric Lines
7. Certificates for Electric Generating Plants

Section 2 DEFINITIONS

2.1 Cooperative

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

2.2 Applicant

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

2.3 Member-Consumer

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

2.4 Board

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

2.5 Premises

The term "premises" is herein used to mean the tract of land, building, part of a building or facility to which electric service is provided. Each freestanding residential dwelling constitutes a separate 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 \$0.00. 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.

3.2.1 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); Iowa Code 476.20)

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

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

3.3.1 Amount of Deposit (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.

3.3.2 Interest on Deposit (20.4(4))

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

3.3.3 Receipts (20.4(6))

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

3.3.4 Deposit Refund (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. However, surety deposits or guarantees may be retained until final billing. Any deposit plus accumulated interest, less any unpaid utility bill of member-consumer, shall be refunded during settlement of a final billing upon termination of the service.

3.3.5 Additional Deposits (20.4(3) b)

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

3.3.6 Non-Compliance

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

3.4 Right-of-Way

3.4.1 Procurement

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

3.4.2 Initial Clearing

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

3.4.3 Applicant's Premises – Right-of-Way

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

repair or perform any other duties necessary to maintain the cooperative's facilities, including the right to undertake vegetation management efforts.

Section 4 CHARACTERISTICS OF SERVICE (20.2(4) d) & (20.7)**4.1 Standard**

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

4.2 Character

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

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

4.3 Classes

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

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

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

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

4.4 Primary Voltage Services

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

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

5.1 Availability

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

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

5.2 Charges Associated with Line Extensions and Service Line Extensions

5.2.1 Definitions

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

1. Advance for construction costs are cash payments or surety bonds or an equivalent surety made to the Cooperative by a member applying for an extension.
2. Contribution in aid of construction means a nonrefundable cash payment covering the costs of an extension that are in excess of Cooperative funded allowances.
3. Estimated annual revenue will be calculated for similarly situated customers based on, but not limited to, the following factors:
 - a. The size of the facility to be used by the member;
 - b. The size and type of equipment to be used by the member;
 - c. The average annual amount of service required by the equipment; and

- d. The average number of hours per day and days per year the equipment will be used.
4. Estimated base revenues will be calculated by subtracting the Cooperatives purchase power costs from the estimated annual revenues.
5. Estimated construction costs will be calculated using the previous calendar year's average construction cost per foot for each type of extension plus site specific right of way costs. The overhead transformer cost, meter cost and facilities built for the convenience of the Cooperative are not included. These costs will be adjusted annually.
6. Extension means a distribution, secondary or service line extension.
7. "Similarly situated customer" is defined as a customer whose annual consumption or service requirements, as defined by estimated annual revenue, are similar to other members with approximately the same annual consumption or service requirements.
8. Permanent service is defined as a full time residence that is intended to remain in place on a continuing basis. A mobile home, which has had the undercarriage removed, been set on a permanent foundation, and has the license turned in, becomes a part of the real estate and will be classified as a permanent service. Other services where the estimated annual base revenues justify a line extension may also be classified as a permanent service if it is intended to remain in place on a continuing basis.
9. The point of delivery on overhead construction is defined as the end of the service drop where it is attached to the structure on which the meter is located. The point of delivery on underground construction is the point of attachment to the meter socket.
10. Temporary service refers to any service that is not intended to remain in place on a continuing basis. Temporary service will be extended according to the terms and conditions imposed by the Cooperative.

5.2.2 Permanent Service

- A. Distribution, Secondary or Service Line Extension
 1. Plant addition. The Cooperative will provide all electric plant at its cost and expense without requiring a contribution in aid of construction or advance for construction, except in those circumstances where extensive plant additions (see guidelines below) are required before the member can be served, or where the member will not attach within the agreed upon time period. In such instances, the Cooperative will require a contribution in aid of construction or advance for construction cost from the member 30 days prior to the commencement of construction.
 2. Extensions for members who will attach within the agreed upon time period.
 - a. The Cooperative will provide a maximum of 750 feet single-phase overhead line, 500 feet single-phase underground line, 450 feet multi-

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- phase overhead line, or 300 feet multi-phase underground line to the agreed upon delivery point.
- b. When the required line extension exceeds the maximum overhead or underground footages, the member will be required to provide a contribution in aid of construction 30 days prior to commencement of construction.
3. Extensions for members who will not attach within the agreed upon time period.
- a. The member will contract with the Cooperative and deposit an advance for construction (refundable) equal to the total estimated construction costs no more than 30 days prior to commencement of construction. Once the member attaches to the extension, the portion of the advance equal to the cost of the maximum allowed overhead or underground footages provided by the Cooperative will be refunded.
4. In installations where the estimated annual base revenues, calculated on the basis of similarly situated customers, do not justify a line extension, the member will be asked for a contribution in aid of construction (nonrefundable) for the total estimated construction cost 30 days prior to commencement of construction.
5. If a request for a distribution line extension has a benefit to the Cooperative such as a planned future upgrade, or changing the route of the line to be more convenient for the Cooperative, there will be no charge for that portion of the distribution line extension.
6. Because of the special requirements for various commercial or industrial members, each application will be reviewed to determine if a contribution in aid of construction or an advance for construction costs is required.
7. The member will be responsible after initial installation by the Cooperative for labor, equipment and material to backfill any trench or excavation due to settling.
8. It is the responsibility of the member or prospective member to provide, at their expense, a cleared, unobstructed right-of-way for the extension of electric service. The right-of-way shall be to Cooperative specifications.
9. The CEO/General Manager may authorize exceptions to this policy for special situations that promote economic or community development while still assuring the recovery of the Cooperative's investment.

5.2.3 Temporary Service

Where, in the opinion of the Cooperative, circumstances indicate that service may be temporary; the Cooperative may supply temporary electric service provided the applicant will make an advance cash construction payment equal to the estimated labor and overhead costs of installing and removing the service, plus non-salvageable materials. Electricity consumed will be metered and billed

at the regular applicable price schedule. The Cooperative may require a deposit intended to guarantee payment of bills for service in addition to the construction advance. When service is removed, any advance in excess of actual costs will be refunded. Any actual costs above the advance cash construction payment shall be required to be paid by the applicant.

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

At the request of the member-consumer, the Cooperative may convert a single-phase facility to a multi phase facility. The member-consumer will make a contribution in aid of construction equal to the difference in cost between the multi phase facility to be installed and the net retirement value of the single-phase facility to be removed. The proposed installation will be done at such time that will not unreasonably interfere with the service to other member-consumers. The payment will be required in advance of the construction.

5.2.5 Extension Other Than Cooperative Design

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

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

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

5.2.6 Right-of-Way

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

5.2.7 Moving of Cooperative Facilities

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

5.2.8 Excess Facilities

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

5.3 Other Line Extension and Service Line Extension Provisions

5.3.1 Notification by Customer

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

5.3.2 Space Requirement

The customer must provide space for any Cooperative equipment required to serve the customer.

5.3.3 Transformer Size

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

5.3.4 Electric Energy Sales Estimate

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

5.3.5 New Structure Energy Conservation Standards

See Section 22.5

5.4 New Facilities – Platted Areas

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

5.4.1 Easements

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

5.4.2 Grade

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

5.4.3 Advance for Construction Cost (refundable)

Refer to Section 5.2 of this tariff.

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

6.1 Electric Service Disconnections Prohibited (20.4(17))

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

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

6.2 Electric Service 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the disconnection will affect occupants of residential units leased from the member-consumer, the premises of any building known by the

Cooperative to contain residential units affected by disconnection must be posted, at least two days prior to disconnection, with a notice informing any occupants of the date when service will be disconnected and the reasons for the disconnection.

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

6. **Disputed bill.** If the member-consumer has received notice of disconnection and has a dispute concerning a bill for electric utility service, the Cooperative may require the member-consumer to pay a sum of money equal to the amount of the undisputed portion of the bill pending settlement and thereby avoid disconnection of service. The Cooperative shall delay disconnection for nonpayment of the disputed bill for up to 45 days after the rendering of the bill if the member-consumer pays the undisputed amount. The 45 days shall be extended by up to 60 days if requested of the Cooperative by the board in the event the member-consumer files a written complaint with the board in compliance with 199—Chapter 6.

7. **Special circumstances.** Disconnection of a residential member-consumer may take place only between the hours of 6 a.m. and 2 p.m. on a weekday and not on weekends or holidays. If a disconnected member-consumer makes payment or other arrangements during normal business hours, or by 7 p.m. for utilities permitting such payment or other arrangements after normal business hours, all reasonable efforts shall be made to reconnect electric service for the member-consumer that day. If a disconnected member-consumer makes payment or other arrangements after 7 p.m., all reasonable efforts shall be made to reconnect electric service for the member-consumer not later than 11 a.m. the next day.

Nothing in this section shall require the Cooperative to remain open after normal business hours or to accept payments after 7 p.m.

8. **Severe cold weather.** A disconnection may not take place where electricity is used as the only source of space heating or to control or operate the only space heating equipment at the residence on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will be 20 degrees Fahrenheit or colder. In any case where the Cooperative has posted a disconnect notice in compliance with 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.

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

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

Verification shall postpone disconnection for 30 days. In the event service is terminated within 14 days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if a

proper verification is thereafter made in accordance with the foregoing provisions. If the member-consumer does not enter into a reasonable payment agreement for the retirement of the unpaid balance of the account within the first 30 days and does not keep the current account paid during the period that the unpaid balance is to be retired, the member-consumer is subject to disconnection pursuant to section 6.2.2" f" below.

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

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

- e. **Abnormal electric consumption.** A member-consumer who is subject to disconnection for nonpayment of an electric bill, and who has electric consumption which appears to the member-consumer to be abnormally high, may request the Cooperative to provide assistance in identifying the factors contributing to this usage pattern and to suggest remedial measures. The Cooperative shall provide assistance by discussing patterns of electric usage which may be readily identifiable, suggesting that an energy audit be conducted and identifying sources of energy conservation information and financial assistance which may be available to the member-consumer.
- f. The Cooperative may disconnect electric service without the written 12-day notice for failure of the member-consumer to comply with the terms of a payment agreement, except as provided in the Iowa Administrative Code section 199 numbered paragraph 20.4(11)"c"(1)"4," provided the Cooperative complies with the provisions of Iowa Administrative Code 199--20.4(15)"d."

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

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

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

6.4 Prior Indebtedness

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

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

6.5 Resale of Energy

The electric service furnished by the Cooperative is for the sole use of the member-consumer. A member-consumer shall not sell or redeliver electric service to any other person or company without the written consent of the Cooperative. In case electric energy supplied by the Cooperative to the member-consumer is resold without the

- Matura Adams County Outreach Center, 1609 Quincy St, Suite 3, Corning, IA 50841, 641-322-4096
- Matura Action Corporation, 207 B North Elm St., Creston, IA 50801, 641-782-8431
- Ringgold County Neighborhood Center, 202 N Taylor, Mt. Ayr, IA 50854, 641-464-2401
- South Central Iowa Community Action Program, 109 N. Main St., Leon, IA 50144, 641-446-4454
- Taylor County Outreach Center, 607 Madison Ave., Bedford, IA 50833, 712-523-3144
- West Central Community Action, 304 Chestnut St., Atlantic, IA 50022, 712-243-5421
- West Central Community Action, 1408 A Hwy 44, Harlan, IA 51537, 712-755-5135
- West Central Community Action, 1109 Highland Ave., Red Oak, IA 51566, 712-623-2339
- West Central Community Action, 500 ½ N Broad St., Shenandoah, IA 51601, 712-246-2585
- West Central Community Action, 608 Clay St., Sidney, IA 51652, 712-374-3367,
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.

b. If you make your payment during regular business hours, or by 7 p.m. for utilities permitting such payment or other arrangements after regular business hours, the utility must make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, the utility must do it by 11 a.m. the next day.

c. The utility may charge you a fee to turn your service back on. Those fees may be higher in the evening or on weekends, so you may ask that your service be turned on during normal utility business hours.

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

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

Section 7 METER INSTALLATIONS (20.2(4) m)

7.1 Ownership

The Cooperative will furnish the meter socket and furnish and install the meter and will provide and install a 100 amp meter loop without a separate specific fee. All other meter loops and installation the member-consumer will pay the difference in costs between the 100 amp meter loop and the meter loop installed. The meter may include additional or special equipment that enables certain functions to be performed from a remote location, including the disconnection or reconnection of service. The Cooperative will furnish, install and maintain such equipment if it is installed. The Cooperative reserves the right to determine under what circumstances such equipment will be installed. The member-consumer will be required to furnish and install the conductor, conduit, 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 or the state electrical inspection program require inspection and approval of member-consumer's wiring by state or local authorities, such inspection shall be completed and certificate of approval obtained before the Cooperative will render service. The Cooperative reserves the right to request the member or applicable authority execute an exemption certificate if the member contends that the member-consumer's wiring is exempt from such requirements.

7.1.1 Meter Location

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

7.1.2 Meter Placement

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

7.1.3 Multi-occupancy Premises (20.3(1))

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

Exceptions:

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

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

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

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

Specific Requirements

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

7.2 Types of Meter Loop Installations

The following are a number of approved installations:

7.2.1 Self-Contained Metering

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

7.2.2 Meter Loop Construction

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

7.2.3 Current Transformer Installation

The Cooperative will furnish and install current transformer metering on loads in excess of 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.

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 9 WIRING STANDARDS (20.2(4) 1)

9.1 Cooperative's Requirements

9.1.1 Wiring Specifications

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

9.1.2 Inspections

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

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

9.2 Iowa Electrician's Licensing and Inspection Program Requirements

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

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

9.3 Member-Consumer's Responsibility

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

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

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

11.1 Type of Billing

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

11.2 Billing Period (20.3(6))

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

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

11.3 Due Date

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

11.3.1 Bill

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

11.3.2 Late Payment Charge (20.4(12))

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

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

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

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

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

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

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

11.4 Failure to Receive Bill

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

11.5 Level Payment Plan (20.4(12))

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

1. Be offered to each eligible member-consumer when the member-consumer initially requests service.

2. Allow for entry into the level payment plan anytime during the calendar year.
3. Provide that a member-consumer may request termination of the plan at any time. If the account is in arrears at the time of termination, the balance shall be due and payable at the time of termination. If there is a credit balance, the member-consumer will be allowed the option of obtaining a refund or applying the credit to future charges. The Cooperative is not required to offer a new level payment plan to a member-consumer for six months after the member-consumer has terminated from a level payment plan.
4. The monthly level payment plan amount will be 1/12 of the projected cost for the next 12 months subject to any adjustments discussed below.

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

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

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 disconnection/collection procedures will be instituted as explained in Section 6.

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

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

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

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

Second Payment Agreement:

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

Refusal by Cooperative:

A member consumer may offer the Cooperative a proposed payment agreement. If the Cooperative and the member-consumer do not reach an agreement, the Cooperative may refuse the offer orally, but the Cooperative must render a written refusal to the member-consumer, stating the reason for the refusal, within

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

12.2 Returned Checks, Drafts or Orders

If a person's check, draft or order is dishonored (returned unpaid) by the bank or financial institution upon which it was drawn, the Cooperative will send the person a notice and require immediate settlement of the account. A \$ 30.00 charge for processing returned checks, drafts or orders may apply. Bills are not considered paid with such checks, drafts or orders and the late payment charge will apply.

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

12.3 Reconnection Charge Resulting From Nonpayment of Energy Account

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

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 12.1.1, if applicable, shall be made.
- B. The member-consumer shall pay a reconnection fee of \$75.00 if the trip is completed on regular time. The charge shall be \$150.00 if any part of the trip is on overtime.
- C. The member-consumer shall pay a reconnection fee of \$37.50 if the account is reconnected remotely during normal business hours. The fee shall be \$150.00 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 watt-hour meters for accuracy and mechanical condition, in accordance with the Iowa Utilities Board Regulations. All meters and associated devices shall be tested within 180 days after they are removed from service. Such tests shall be made before the meters and associated devices are adjusted, repaired, returned to active service or retired.

13.1.1 Limits

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

13.1.2 New Meters

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

13.2 Request Test

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

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

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

13.2.1 Referee Tests

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

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

13.3 Adjustments of Bills (20.4 (14))

13.3.1 Meter Error

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

13.3.2 Determination of Adjustment

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

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

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

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

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

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

13.3.3 Refunds

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

13.3.4 Back Billing

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

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

13.3.5 Overcharges

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

13.3.6 Undercharges (20.4(14) f.)

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

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

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

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

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

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

13.5 Special Metering Installation

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

Section 14 UNCOLLECTED ACCOUNTS (20.2(4) p)

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

14.1 Service Reconnection

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

14.2 Collection Agency

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

14.3 Right of Off-Set

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

Section 15 TEMPORARY DISCONNECTS

15.1 Definitions

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

15.2 Availability

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

15.3 Iowa Electrician's Licensing and Inspection Program Requirements

A temporarily disconnected service which has been disconnected for 12 months or longer 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 disconnected temporarily and the Cooperative deems him/her to be eligible for such temporary disconnection, the following charges and rules will apply:

- A. The temporary disconnection shall not be for a period longer than 12 months. If longer than 12 months, the member-consumer shall be deemed to have voluntarily withdrawn from membership; the membership shall be canceled and any reconnection shall be considered as a new service. The member-consumer shall pay a disconnection fee of \$75.00.
- B. The member-consumer shall pay a reconnection fee of \$75.00 if trip is completed on regular time. The charge shall be \$150.00 if any part of the trip is on overtime.
- C. All amounts, due or past due, which the member-consumer owes the Cooperative, shall have been paid in full.
- D. The membership of the member making such request shall remain in good standing during the period of temporary disconnection.

- E. No bills for electric service shall be rendered to the member-consumer during the period of the temporary disconnection.

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 12 consecutive months. In either event, the Cooperative will, after due notice to the member-consumer or owner, by registered or certified mail, require the member-consumer or owner to pay an idle service charge in order to retain the Cooperative's facilities in readiness so that the said service may be available upon re-occupancy of the given premises.

16.2 Charges

The member-consumer or owner may retain the Cooperative's facilities in readiness for service for a twelve (12) month period by making a payment of \$180.00 within thirty (30) days of the date of the notice. The \$180.00 payment will be applied to the carrying cost of the Cooperative's investment in the facilities at the price of \$15.00 per month for the months that service is not taken.

If service is again taken during the twelve (12) month period, \$15.00 per month of the remaining balance of the \$180.00 payment will be applied to the monthly bills for the time during which service is taken, or refunded in the event a party other than the one making the payment is reconnected.

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

16.3 Rebuilding

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

Section 17 SERVICE CALLS

17.1 Cooperative's Responsibility

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

The Cooperative is responsible for servicing and maintaining all facilities up to the point of delivery, including the meter. Any damage to any lines or equipment, or any interruptions to electric service up to the point of delivery, will be restored as quickly as possible by the Cooperative's personnel and at the Cooperative's expense.

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

17.2 Member-Consumer's Responsibility

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

17.3 Charges

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

17.4 Other Charges

Whenever the Cooperative is required to go to the member's place of service, due to the actions or lack of actions of the consumer, the Cooperative may collect a \$75.00 trip

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charge if the trip is completed on regular time. If any portion of the trip is on overtime, the Cooperative may collect a \$150.00 trip charge.

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Effective: November 1, 2011

Issued By: Carroll Baker, Board President

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

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

18.2 Member-Consumer's Facilities

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

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

18.3 Moving of Buildings

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

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

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

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

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

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

19.1 Cooperative Facilities

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

19.2 Meter Pole

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

19.3 Poles Owned by Cooperative Other Than Meter Poles

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

19.4 Non-Liability of Cooperative

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

Section 20 DAMAGE TO COOPERATIVE'S FACILITIES

20.1 Member-Consumer's Responsibility

The member-consumer shall be held responsible for all damage to or loss of property of the Cooperative located upon the premises unless occasioned by causes beyond control. This includes, but is not limited to, such things as:

- A. Damage caused by overloading of transformers.
- B. Damage caused by improper or faulty wiring.
- C. Damage to poles, guys, meters, or other equipment caused by vehicles that are considered to be the responsibility of the member-consumer.
- D. Damage caused by a member-consumer or an agent by cutting trees, which fall into a line owned by the Cooperative.

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.

Section 21 LIGHTING SERVICE

21.1 Definitions

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

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

21.2 Availability

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

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

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

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

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

21.3 Maintenance of Outdoor Lighting Equipment

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

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

21.4 Charges

21.4.1 Metered Lighting Service

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

21.4.2 Unmetered Lighting Service

The Cooperative will maintain an unmetered lighting equipment rental program for equipment installed prior to August 1, 2011 and for those member-consumers transferred from Alliant Energy in 2021. The Cooperative will own and maintain the lighting equipment which has been connected to the Cooperative's side of the meter. The member-consumer shall pay the applicable fees and charges for such service. Rates are available by contacting the Cooperative.

When a member-consumer requests a disconnection of the lighting equipment or a service has been requested to be disconnected, the lighting equipment shall no longer qualify for the rental program for unmetered lighting equipment unless determined otherwise by the Cooperative. The member-consumer can request at any time to have the present lighting equipment connected to the member-consumer's side of the meter, if feasible, and at the time of the change the member-consumer will not be charged the rental fee.

21.5 Member-Consumer Permission

The member-consumer shall allow authorized representatives of the Cooperative to enter upon the member-consumer's given premises to install said lighting equipment, for the maintenance of said lighting equipment, and to trim trees and/or shrubbery as

necessary for an adequate lighting pattern, and for the removal of said lighting equipment upon request of the member-consumer or upon termination of the service.

21.6 Disclaimer of Liability/Limitation of Liability

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

Section 22 SPECIAL CONDITIONS OF SERVICE

22.1 Corrective Equipment

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

22.2 Arc Welding Installations

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

22.3 Requirements for Electric Motors

22.3.1 Safety Requirements

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

22.3.2 Protective Devices

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

22.3.3 Large Motor Applications

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

22.3.4 Starting Equipment

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

22.3.5 Maximum Single-Phase Loads

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

22.4 Standby Generators

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

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

22.5 New Structure Energy Conservation Standards (36.7)

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

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

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 1-888-220-4869 is answered continuously for the handling of problems or complaints of an emergency nature.

The telephone number listed above are answered Monday through Friday, to handle routine business complaints and other communications.

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

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

23.2 Records

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

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

In case the complaint cannot be resolved, the member-consumer or the Cooperative 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. The Cooperative or a representative engaged by the Cooperative shall investigate any stray voltage complaints as set forth in the Iowa Stray Voltage Guide, including conducting the testing described therein. The Guide can be obtained by contacting the Cooperative or through: www.iowastrayvoltageguide.com.

24.2 Inspection forms

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

24.3 Filing

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

24.4 Construction and Maintenance

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

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

Section 25 COGENERATION AND SMALL POWER PRODUCTION

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

25.1 Availability

This section shall apply to any member-consumer within the Cooperative's assigned service area owning or leasing a qualifying facility who meets the definitions under the rules of the Public Utility Regulatory Policies Act of 1978, as a qualifying alternate energy production facility, or a qualifying small hydro facility ("QF" or "qualifying Facility"). A member-consumer owning or leasing electric generating equipment shall not connect it in parallel with the Cooperative or G&T's system without the prior written consent of the Cooperative or G&T. Any third-party wishing to locate a qualifying facility on the member-consumer's premise who wishes to sell the output of said facility to the member-consumer, shall not operate the facility in parallel with the Cooperative or G&T's system without the prior written consent of the Cooperative or G&T. Failure of the member-consumer or third-party to comply with the Cooperative or G&T's requirements for parallel generation shall be justification for discontinuance of such parallel operation in such a manner as to least inconvenience the member-consumer until such time as full compliance has been accomplished. Each of these types of facilities shall comply with all of the Cooperative or G&T requirements and general rules for electric service, as well as the specific provisions of this section. For purposes of interconnecting a qualifying facility owned by a third-party to the Cooperative or G&T's system, the third-party shall be responsible for complying with the interconnection requirements and shall submit an application to the Cooperative on the applicable forms. Said third-party shall be deemed the interconnection member-consumer for the purpose of this tariff.

25.2 Definitions

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

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

- purpose of inspecting or testing member-consumer's equipment, facilities or apparatus and the accuracy of the Cooperative or G&T's metering equipment, but such inspections shall not relieve the member-consumer of the obligation to maintain the member-consumer's facilities in satisfactory operating conditions. The Cooperative or G&T may charge the direct expense of such inspecting or testing of the member-consumer's equipment, facilities, or apparatus to the member-consumer, unless the member-consumer can demonstrate the inspecting and testing was not necessary. The member-consumer shall adopt a program of inspection of the generator and its appurtenances and the interconnection equipment in order to determine necessity for replacement and repair.
- H. The member-consumer shall be responsible for the costs of installation and maintenance of any necessary power factor correction capacitors. Member-consumers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Member-consumers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- I. The member-consumer's electric generating equipment shall be designed; operated and maintained in such a manner that it does not adversely affect the Cooperative's or G&T's system or their service to their other members.
- J. A distributed generation facility placed in service after July 1, 2015, is required to have installed a disconnection device. The disconnection device shall be installed, owned, and maintained by the owner of the distributed generation facility and shall be easily visible and adjacent to an interconnection member-consumer's electric meter at the facility. Disconnection devices are considered easily visible and adjacent: for a home or business, up to ten feet away from the meter and within the line of sight of the meter, at a height of 30 inches to 72 inches above final grade; or for large areas with multiple buildings that require electric service, up to 30 feet away from the meter and within the line of sight of the meter, at a height of 30 inches to 72 inches above final grade. The disconnection device shall be labeled with a permanently attached sign with clearly visible letters that give procedures/directions for disconnecting the distributed generation facility.
1. If an interconnection member-consumer with distributed generation facilities installed prior to July 1, 2015, adds generation capacity to its existing system that does not require upgrades to the electric meter or electrical service, a disconnection device (is/is not) required. The member-consumer must notify the Cooperative before the generation

- capacity is added to the existing system, which may require a new/amended application form and interconnection agreement.
2. If an interconnection member-consumer with distributed generation facilities installed prior to July 1, 2015, upgrades or changes its electric service, the new or modified electric service must meet all current Cooperative service rule requirements.
- K. For all distributed generation installations, the member-consumer shall be required to provide and place a permanent placard no more than ten feet away from the electric meter. The placard must be visible from the electric meter. The placard must clearly identify the presence and location of the disconnection device for the distributed generation facilities on the property. The placard must be made of material that is suitable for the environment and must be designed to last for the duration of the anticipated operating life of the distributed generation facility. If no disconnection device is present, the placard shall state "no disconnection device". If the distributed generation facility is not installed near the electric meter, an additional placard must be placed at the electric meter to provide specific information regarding the distributed generation facility and the disconnection device.
- L. The interconnection shall include overcurrent devices on the facility to automatically disconnect the facility at all currents that exceed the full-load current rating of the facility.
- M. Distributed generation facilities with a design capacity of 100 kVA or less must be equipped with automatic disconnection upon loss of Cooperative-supplied voltage.
- N. Distributed generation facilities that produce a terminal voltage prior to the closure of the interconnection shall be provided with synchronism-check devices to prevent closure of the interconnection under conditions other than a reasonable degree of synchronization between the voltages on each side of the interconnection switch.
- O. The operator of the distributed generation facility shall adopt a program of inspection and testing of the generator and its appurtenances and the interconnection facilities in order to determine necessity for replacement and repair. Such a program shall include all periodic tests and maintenance prescribed by the manufacturer. If the periodic testing of interconnection-related protective functions is not specified by the manufacturer, periodic testing shall occur at least once every five years. All interconnection-related protective functions shall be periodically tested, and a system that depends upon a battery for trip power shall be checked and logged. The operator shall maintain test reports and shall make them available upon request by the

Cooperative. Representatives of the Cooperative shall have access at all reasonable hours to the interconnection equipment specified in 199 IAC 45.3(2) for inspection and testing with reasonable prior notice to the applicant.

- P. P. When the distributed generation facility is placed in service, owners of interconnected distributed generation facilities are required to notify local fire departments via U.S. mail of the location of distributed generation facilities and the associated disconnection device(s). The owner is required to provide any information related to the distributed generation facility as reasonably required by that local fire department including but not limited to:
1. A site map showing property address; service point from the Cooperative; distributed generation facility and disconnect location(s); location of rapid shutdown and battery disconnect(s), if applicable; property owner's or owner's representative's emergency contact information; Cooperative's emergency telephone number; and size of the distributed generation facility.
 2. Information to access the disconnection device.
 3. A statement from the owner verifying that the distributed generation facility was installed in accordance with the current state-adopted National Electrical Code.

25.4 Rates for Purchased Power

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

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

25.4.2 Rates for purchases from member-consumer

QFs with design capacity of 100 kW or less

Payment for purchases from the member-consumer pursuant to this tariff provision shall be as follows:

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

QFs greater than 100 kW

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

25.4.3 Wheeling Charges

Cooperative/G&T may provide a wheeling service to a facility interconnected to its electric delivery system. Any charges for the wheeling of power will be determined by the Cooperative/G&T and in accordance with any applicable regulations. In addition, Cooperative/G&T reserve(s) the right to refuse to wheel power where its existing facilities do not have adequate capacity and the member-consumer refuses to pay the costs to upgrade those facilities. If a qualifying facility agrees, the Cooperative/G&T which would otherwise be obligated to purchase electricity from such facility may transmit the electricity to any other electric utility. Any electric utility to which such electricity is transmitted shall purchase such electricity as if the facility were supplying electricity directly to such electric utility. The rate for purchase by the electric utility to which such electricity is transmitted 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.

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

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

Level 3

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

- a. For interconnection requests to the load side of an area network, the following criteria shall be satisfied to qualify for a Level 3 expedited review:
 - (1) The applicant has filed a Level 3 application; and
 - (2) The nameplate capacity rating of the distributed generation facility is 50 kVA or less; and

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

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

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

Level 4

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

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

Section 26 ELECTRIC TAX ADJUSTMENT RIDER #1

Applicable: To All Electric Prices, Charges and Fees

Adjustment: When any franchise, occupation, sales, license, excise, privilege or similar tax or fee of any kind is imposed upon the Cooperative by any governmental authority based upon (I) the sale of electric service to customers, (II) the amounts of electric energy sold to customers, (III) the gross receipts, net receipts, or revenues to the Cooperative therefrom, or when the Cooperative is required pursuant to pre-existing agreements to provide service without charge, such tax or fee or value of service shall, insofar as practical, be charged on a pro rate basis to all 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 423.2 of the Iowa Code, shall be applied to all billings for electric service, unless exempted under the provisions of Section 423.3, Iowa Code, and regulations applicable thereto.

Local Option Sales Tax: Where a local option tax, as set forth in Section 422B of the Iowa Code, has been imposed in a county, it shall be applied to all billings for electric service to 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 Administrative Code.

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

Southwest Iowa Rural Electric Cooperative

Section 27 FORMS AND CONTRACTS

Electric Tariff

_____ Revised

Sheet No. 137

Filed with Iowa Utilities Board

Cancels _____

Sheet No. _____

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

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

Issued: March 4, 2016

Effective: April 4, 2016

Issued By: Marilyn Werner, Board President

Section 28 ALTERNATE ENERGY PURCHASE PROGRAM

Statement of Purpose

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

Program Description

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

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

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

Member-consumers can contribute a one-time dollar amount or can be billed monthly as a line item on their monthly statement in increments of \$1.00, or may purchase blocks of

100 kWh of alternative energy for \$2.50 per block. Member-consumers may enter or leave the program at any time.

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

Eligibility

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

Section 29 LOCAL GOVERNMENT COMPLIANCE

29.1 Applicability

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

29.2 Purpose

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

29.3 Overview

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

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

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

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

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

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

29.4 Definitions

The following definitions are for use in this rider.

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

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

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

29.5 Adjustment Computation and Application

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

3. If the monthly calculated bill is less than the monthly minimum charge, the monthly minimum charge will apply.

Billing:

The bill is the amount computed when applying the transformer service charge, the energy cost adjustment and the above price to the number of kWh consumed. Bills are rendered on or about the 10th day of each month and the bill is due on or about the 30th of each month. The bill becomes delinquent if not paid within 20 days of the billing date and late payment charge shall apply after that date.

When payment is made after 20 days from the billing date, a late payment charge is added. The late payment charge will be 1.5 percent of the unpaid balance.

Payments received by mail after the due date and postmarked on or before the due date 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 delinquent date falls on a day when the office is not open to receive payments. Each member consumer shall be granted one complete forgiveness of a late payment charge per calendar year.

Restrictions:

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

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

The Cooperative reserves the right to limit the capacity of any multi-phase service when, in its judgment, such service will impair the

Southwest Iowa Rural Electric Cooperative
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Section 30 PRICES
Sheet No. 163
Sheet No. _____

Price Designation: "A9" Rental Lighting Service – LED

Class of Service: Lighting

Service Area: All areas

Availability: All member-consumers are eligible for this service.

Monthly Price: \$5.00 rental charge per 50W LED light plus applicable energy and demand charges, ECA and Taxes.

Energy Cost Adjustment: See Rider No. 1

Tax: See Electric Tax Adjustment Rider

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