

**Iowa Lakes Electric Cooperative  
Electric Tariff Number 6  
Estherville, Iowa**

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<b>Section 1 STATEMENT OF OPERATIONS .....</b>	<b>6</b>
1.1 Preliminary Statement (20.2(4) b) .....	6
1.2 Areas Served (20.2(4) h).....	6
1.3 Persons Authorized to Communicate with Board (20.2 (5) k).....	6
<b>Section 2 DEFINITIONS.....</b>	<b>8</b>
2.1 Cooperative.....	8
2.2 Applicant.....	8
2.3 Member-Owner.....	8
2.4 Board.....	8
2.5 Premises.....	8
2.6 Service.....	8
<b>Section 3 REQUIREMENTS FOR SERVICE (20.2(3)) &amp; (20.2 (4) o).....</b>	<b>9</b>
3.1 Membership.....	9
3.2 Application.....	9
3.3 Membership Fee.....	10
3.4 Member-Owner Deposits (20.4(3); Iowa Code 476.20).....	10
3.5 Additional Connections.....	13
3.6 Right-of-Way.....	13
<b>Section 4 CHARACTERISTICS OF SERVICE (20.2(4) d) &amp; (20.7).....</b>	<b>15</b>
4.1 Standard.....	15
4.2 Character.....	15
4.3 Classes.....	15
4.4 Primary Voltage Services.....	15
<b>Section 5 FACILITY EXTENSIONS (20.2(4) k) &amp; (20.2(4) w) &amp; (20.3(13)).....</b>	<b>16</b>
5.1 Availability.....	16
5.2 Charges Associated with Line Extensions and Service Line Extensions.....	16
5.3 Other Line Extension and Service Line Extension Provisions.....	19
5.4 New Facilities – Platted Areas.....	20
5.5 Large Power Service Extension Costs.....	21
<b>Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE (20.4(15)).....</b>	<b>22</b>
6.1 Electric Service Disconnections Prohibited (20.4(17)).....	22
6.2 Electric Service Refusal or Disconnection (20.4(15)).....	22
6.3 Insufficient Reasons for Denying Electric Service. (20.4(16)).....	27
6.4 Prior Indebtedness.....	27
6.5 Resale of Energy.....	27
6.6 Member-Owner Rights and Responsibilities to Avoid Disconnection (20.4(15) d(3)).....	28
<b>Section 7 METER INSTALLATIONS (20.2(4) m).....</b>	<b>32</b>
7.1 Ownership.....	32
7.2 Types of Meter Loop Installations.....	33
7.3 Temporary Meter Loops (Construction Sites).....	35
7.4 Primary Metering.....	35
7.5 Meter Tampering.....	35
7.6 Diversion of Service - 199—20.4(15).....	36

---

---

<b>Section 8 UNDERGROUND ELECTRIC FACILITIES (20.2(4) n)</b> .....	<b>38</b>
8.1 Ownership and/or Contributions .....	38
8.2 Specifications .....	38
8.3 New Underground Facilities – Platted Areas .....	38
8.4 New Underground Facilities to Single Service .....	38
8.5 Replace Existing Facilities with Underground Facilities .....	39
8.6 Undeveloped Rural Areas.....	39
8.7 Extension of Underground in Overhead Areas.....	39
8.8 Potential Hazards.....	40
8.9 Proximity.....	40
8.10 Conversion of Overhead Facilities to Underground .....	40
8.11 Adverse Winter Weather Conditions.....	41
<b>Section 9 WIRING STANDARDS (20.2(4) l)</b> .....	<b>42</b>
9.1 Cooperative’s Requirements .....	42
9.2 Iowa Electrician’s Licensing and Inspection Program Requirements .....	42
9.3 Member-Owner’s Responsibility .....	43
<b>Section 10 METER READING</b> .....	<b>44</b>
<b>Section 11 BILLING PROCEDURE (20.4(12)) &amp; (20.2(4) v)</b> .....	<b>45</b>
11.1 Type of Billing.....	45
11.2 Billing Period (20.3(6)) .....	46
11.3 Due Date .....	47
11.4 Failure to Receive Bill .....	48
11.5 Level Payment Plan (20.4(12)) .....	48
11.6 Parties Responsible for Payment .....	49
11.7 Final Bills .....	49
11.8 Billing Information .....	49
<b>Section 12 COLLECTIONS (20.2(4) p)</b> .....	<b>50</b>
12.1 Procedure .....	50
12.2 Returned Checks, Drafts, or Orders.....	52
12.3 Disconnection and Reconnection Charge.....	52
<b>Section 13 METER TESTING (20.6)</b> .....	<b>53</b>
13.1 Routine Testing .....	53
13.2 Request Test.....	53
13.3 Adjustments of Bills (20.4 (14)).....	54
13.4 Grounds on Member-Owner’s Premises (20.2(4) u).....	57
13.5 Special Metering Installation .....	58
<b>Section 14 UNCOLLECTED ACCOUNTS (20.2(4) p)</b> .....	<b>59</b>
14.1 Service Reconnection .....	59
14.2 Collection Agency.....	59
14.3 Right of Off-Set .....	59
<b>Section 15 TEMPORARY DISCONNECTS</b> .....	<b>60</b>
15.1 Definitions.....	60
15.2 Availability .....	60

---

---

15.3 Iowa Electrician's Licensing and Inspection Program Requirements .....	60
15.4 Charges .....	60
<b>Section 16 SERVICE CALLS .....</b>	<b>62</b>
16.1 Cooperative's Responsibility .....	62
16.2 Member-Owner's Responsibility .....	62
16.3 Charges .....	62
<b>Section 17 RELOCATION OF FACILITIES.....</b>	<b>63</b>
17.1 Cooperative's Facilities .....	63
17.2 Member-Owner's Facilities .....	63
17.3 Moving of Buildings .....	63
<b>Section 18 USE OF COOPERATIVE'S FACILITIES BY MEMBER-OWNER AND OTHERS .....</b>	<b>64</b>
18.1 Cooperative Facilities .....	64
18.2 Meter Pole .....	64
18.3 Poles Owned by Cooperative Other Than Meter Poles .....	64
18.4 Non-Liability of Cooperative .....	65
<b>Section 19 DAMAGE TO COOPERATIVE'S FACILITIES .....</b>	<b>66</b>
19.1 Member-Owner's Responsibility .....	66
19.2 Protection of Cooperative's Facilities on Member-Owner's Premises .....	66
<b>Section 20 LIGHTING SERVICE .....</b>	<b>67</b>
20.1 Definitions .....	67
20.2 Availability .....	67
20.3 Sales and Installation Charges .....	67
20.4 Removal .....	68
20.5 Availability of Decorative Lighting Service .....	68
20.6 Member-Owner's Permission .....	69
20.7 Disclaimer of Liability/Limitation of Liability .....	69
<b>Section 21 SPECIAL CONDITIONS OF SERVICE.....</b>	<b>71</b>
21.1 Corrective Equipment.....	71
21.2 Arc Welding Installations .....	71
21.3 Requirements for Electric Motors .....	71
21.4 Standby Generators .....	72
21.5 New Structure Energy Conservation Standards (36.7).....	72
<b>Section 22 COMPLAINTS (20.2(4) y) .....</b>	<b>74</b>
22.1 Member-Owner Complaints.....	74
22.2 Records .....	74
<b>Section 23 INSPECTION OF ELECTRICAL PLANT (25.3).....</b>	<b>75</b>
23.1 Periodic Inspection .....	75
23.2 Inspection forms .....	75
23.3 Filing.....	75
23.4 Construction and Maintenance.....	75
<b>Section 24 COGENERATION AND SMALL POWER PRODUCTION .....</b>	<b>76</b>

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24.1 Availability .....	76
24.2 Definitions .....	77
24.3 Requirements for Interconnection .....	77
24.4 Rates for Purchased Power .....	81
24.5 Levels of Review .....	84
<b>Section 25 ELECTRIC TAX ADJUSTMENT RIDER #1 .....</b>	<b>87</b>
<b>Section 26 FORMS AND CONTRACTS (20.2(4) e, f, g) .....</b>	<b>88</b>
<b>Section 27 Alternate Energy Purchase Program .....</b>	<b>89</b>
27.1 Statement of Purpose .....	89
27.2 Program Description .....	89
27.3 Eligibility.....	89
<b>Section 28 PRICES .....</b>	<b>90</b>

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## RULES AND REGULATIONS

These rules and regulations are designed to govern the supplying and receiving of electrical energy for good service, safety and the well-being of the member-owner 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 Iowa Lakes Electric Cooperative of Estherville, Iowa, is a Cooperative corporation organized under the provisions of Chapter 499, Code of Iowa.

The Cooperative provides electric distribution services to approximately 12,000 member-owners in Buena Vista, Cherokee, Clay, Dickinson, Emmet, Kossuth, Palo Alto, Pocahontas and certain areas in Ida, O'Brien, Osceola, Plymouth and Sac counties in Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member-owner has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the member-owners by the members-owners.

The principal office of the Cooperative is in Estherville, Iowa, and all records are retained at this office. Telephone: 712-362-7870/800-225-4532.

#### **1.2 Areas Served (20.2(4) h)**

Rural areas in Buena Vista, Cherokee, Clay, Dickinson, Emmet, Kossuth, Palo Alto, Pocahontas and marginal areas in Ida, O'Brien, Osceola, Plymouth and Sac counties in Iowa. A few incidental services are inside corporate borders of Emmetsburg, Estherville, Pocahontas, Spencer and Storm Lake, Iowa. The Cooperative also serves a small number of member-owners in Minnesota along the state border.

#### **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. General Manager
2. Member-Owner 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 Iowa Lakes Electric Cooperative, 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-Owner**

The term "member-owner" 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.

### **2.6 Service**

The term "service" is herein used to mean electricity, which are the goods or products delivered to the member-owner's account by the Cooperative. Electricity is defined as a "good" under the Uniform Commercial Code (UCC) and the Bankruptcy Code Section 503(B)(9).



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

#### **3.1 Membership**

Any person, partnership, association, firm, public or private corporation, or governmental agency, who will customarily use the service provided by the Cooperative, may become a member of the Cooperative. No individual or organization may hold more than one membership in the Cooperative. If necessary, additional connections may be made in the member-owner's name under the one membership. Membership in the Cooperative constitutes an agreement by the member-owner to abide by the Articles of Incorporation and Bylaws of the Cooperative, the electric tariff, and any rules and regulations adopted by the Cooperative's Board of Directors. Memberships are not transferable. Each application for service shall not include more than one residential dwelling per application. Commercial and Industrial applications shall be determined based upon the operational characteristics of the Applicant.

#### **3.2 Application**

Application for membership and 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 class of service or for each separate location.

##### **3.2.1 Account Transfer Charge (See also Section 15.3)**

A nonrefundable service charge of \$20.00 (plus applicable tax) will be assessed to all account transfers. This service fee is to defray the cost of processing and establishing the necessary Cooperative records in compliance with all applicable federal, state, and local laws and regulations. In addition, and if necessary, Cooperative personnel will conduct an inventory of existing facilities for the account to determine the necessary transformer requirement. This \$20.00 service fee is not assessed in the case of an account transfer involving a deceased married person to their surviving spouse or in the case of an account under a single membership being converted to an account under a joint membership. Account transfers reverting to the landlord/owner of mobile home parks or apartment houses with three or more rental units may be grouped together within each billing cycle and considered as one account transfer with a single charge assessed to the landlord of the mobile home park or apartment house.

### **3.2.2 Denial or Revocation of Membership**

Membership in the Cooperative may be:

- (a) Revoked by the Cooperative for failure to comply with and be bound by the Articles of Incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the Cooperative's Board of Directors.
- (b) Denied by the Cooperative for failure to pay in full an outstanding bill incurred while the Applicant previously held a membership in the Cooperative.

### **3.3 Membership Fee**

The Cooperative does not currently have a membership fee but reserves the right to establish such fee at such direction from the Board of Directors. After receiving electric service and being accepted by the Board of Directors, the applicant will become a member and will be entitled to all rights of membership as outlined by the bylaws, articles, and policies of the Cooperative.

#### **3.3.1 Joint Membership**

In case of the death of a member-owner, if a joint membership card has been signed by both spouses, the surviving spouse becomes a member automatically.

### **3.4 Member-Owner Deposits (20.4(3); Iowa Code 476.20)**

The Cooperative may require from any member-owner or prospective member-owner 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-owner's past due account balance or small claims judgement with the Cooperative prior to reinstatement of service.

A deposit shall be required as a condition for service. A deposit may be waived in the event the member-owner or prospective member-owner provides the Cooperative with a satisfactory credit reference from their previous electric utility provider.

Deposit and Credit Assurance Types:

- Security deposit (cash, check, or money order)
- Acceptable Surety bond
- Acceptable Bank letter of credit
- Acceptable Third-party guarantee
- Other assurances found acceptable by the Cooperative's Chief Executive Officer or Chief Financial Officer.

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

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

In computing the total deposit amount, the balance will be rounded down to the nearest five (\$5) -dollar amount. Examples would be as follows: \$148.50 (tax included) rounded to \$145.00; \$62.75 (tax included) rounded to \$60.00.

The amount and terms of deposit or credit assurance for a member-owner who files bankruptcy will be in accordance with Federal law (11 US Code, Section 366).

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

Interest shall be paid by the Cooperative to each member-owner 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-owner's account or to the date the member-owner'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-owner's last known address. The date a member-owner's bill becomes permanently delinquent relative to an account treated as an uncollectible account, is the most recent date the account became delinquent.

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### **3.4.3 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-owner will provide adequate identification to the Cooperative.

### **3.4.4 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-owner, shall be refunded during settlement of a final billing upon termination of the service. The Cooperative reserves the right to refund the deposit in the form of an "account credit" or "check" for deposit refunds.

If a member-owner transfers service to a new premise:

- The member-owner's existing deposit or other form of credit assurance will be transferred to the new account.
- The amount of deposit or other credit assurance required at the new premises will be determined and any additional amount required will be requested or any excess credit amount will be refunded.

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

A new or additional deposit may be required from a member-owner when a deposit has been refunded or is found to be inadequate. In such instance, each member-owner's retail account shall be required to provide a new or additional deposit. Written notice shall be mailed advising the member-owner of any new or additional deposit requirement. The member-owner 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.

### **3.4.6 Non-Compliance**

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The service of any member-owner 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.

### **3.5 Additional Connections**

Where building or premises are occupied by more than one member-owner, the Cooperative will install as many meters as there are separate requirements for service. Meters will be connected to only one set of service wires and a deposit may be required on each service connection.

### **3.6 Right-of-Way**

#### **3.6.1 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 may be required to make an advance contribution covering such costs.

#### **3.6.2 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. However, the clean up after the tree or brush clearing is the responsibility of the Applicant or property owner. If the Applicant or property owner requests the Cooperative to perform the clean-up, then this service will be provided for a charge.

It is the Applicant or property owner's duty to allow the Cooperative to maintain the proper tree clearances as specified by the National Electric Safety Code (NESC). The Applicant or property owner is encouraged to assist in this tree clearing effort whenever it is possible to do so safely and also to not plant trees, shrubs, or other vegetation within the proper tree clearance area or zone. If an Applicant or property owner fails to cooperate in maintaining the proper tree clearances after having been requested in writing by the Cooperative to do so, and an outage or other damage occurs to the Cooperative's facilities as a result of the previously notified tree clearance problem, then the Applicant or property

owner will be responsible for the actual cost to repair the outage or other associated damage.

### **3.6.3 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.

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## 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-owner 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-owner's equipment.

### 4.3 Classes

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

- 120 volt, single-phase, two wire
- 120/240 volt, single-phase, three wire
- 120/208 volt, multi-phase, three 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. Accounts with two (2) or more services (transformers or transformer banks) beyond the metering point will be assessed a monthly access fee in accordance with the applicable price schedule.

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## 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-owner 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, sexual orientation, or disability. The Cooperative will determine the price classification for each service.

### 5.2 Charges Associated with Line Extensions and Service Line Extensions

#### 5.2.1 Definitions

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

1. Advance for construction costs are cash payments or surety bonds or an equivalent surety made to the Cooperative by a member applying for an extension, portions of which may be refunded depending on any subsequent connections made to the extensions.
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 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.
4. Extension means a distribution or secondary line extension other than a service line extension.
5. Service line extension means any secondary line extension on private property serving a single meter.
6. "Similarly situated member" is defined as a member whose annual consumption or service requirements, as defined by estimated annual



- revenue, are similar to other members with approximately the same annual consumption or service requirements.
7. Permanent service is defined as any service that is intended to remain in place on a continuing basis. A mobile home, which has had the undercarriage removed, been set on a permanent foundation, and has the license turned in, becomes a part of the real estate and will be classified as a permanent service.
  8. The point of delivery on single-phase 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 single-phase underground construction is the point of attachment to the meter socket.
  9. The point of delivery on multi-phase shall be the secondary connection at the point of transmission at the secondary voltage level.
  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**

#### **Distribution or Secondary and Service Line Extensions**

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-owner 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. A service extension charge shall be assessed each new service requiring any change or extension of facilities (excluding transformers, disconnect, meter loop, and/or socket). A list of these charges is available by contacting the Cooperative.

### **5.2.3 Temporary Service**

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

### **5.2.4 Conversion of Single-Phase Service to Multi-Phase at the Member-Owner's Request**

At the request of the member-owner, the Cooperative may convert a single-phase facility to a multi-phase facility. The member-owner will make a contribution in aid of construction equal to the difference in cost between the multi-phase facility to be installed and 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-owners. The payment will be required in advance of the construction.

### **5.2.5 Extension Other Than Cooperative Design**

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

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

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

### **5.2.6 Right-of-Way**

The applicant or member-owner 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 3.6)

### **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

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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 using sound engineering practices such that the facilities are adequate to meet the member-owners anticipated load.

If the member-owner desires facilities in excess of what the Cooperative considers an adequate installation, the member-owner must contact the Cooperative to determine availability and possible charges.

## **5.3 Other Line Extension and Service Line Extension Provisions**

### **5.3.1 Notification by Applicant**

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

### **5.3.2 Space Requirement**

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

### **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. Member-owner should notify Cooperative promptly of any changes in service requirements that may require an adjustment to the size of service currently being provided by the Cooperative.

### **5.3.4 Electric Energy Sales Estimate**

Any estimate of anticipated electric energy sales or revenues required in order to implement the Cooperative's policies will be made by the Cooperative based

upon the Cooperative's experience in serving similarly situated member-owners of the connected load of the prospective member-owner.

### **5.3.5 New Structure Energy Conservation Standards**

See Section 21.5

## **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 Charges**

Prior to any construction of overhead or underground service facilities, a nonrefundable contribution in aid of construction will be required to be paid by the developer for each lot requiring service. However, if underground service facilities are requested in platted areas without hard surface roads or installed sewer and water lines, then a discount of the contribution amount is not allowable.

In cases where the developer fails to meet the requirements of the Electric Tariff or the contribution in aid of construction as required by the Cooperative, then the member-owner requesting service will pay the full amount of service extension

fees as required. The member-owner will be assessed any additional nonrefundable contribution in aid of construction equal to the required contribution per lot, less any contribution to construction per lot previously received by the Cooperative from the developer.

### **5.5 Large Power Service Extension Costs**

The Cooperative will supply service for large power applications under terms, prices and conditions to be negotiated and formulated into a power contract with the member-owner prior to installation of service.

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## **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-owner 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-owner:

- a. In the event of a condition on the member-owner's premises determined by the utility to be hazardous.
- b. In the event of member-owner 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-owner, 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-owner 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-owner 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-owner 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-owner will have a reasonable opportunity to dispute the reason for the disconnection or refusal.
2. **12 Day & 1 Day Notice.** The member-owner, and any other person or agency designated by the member-owner, will be sent written notice that the member-owner 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-owner 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-owner's account and previous contacts with the Cooperative.

3. **Summary of Member-Owner Rights and Responsibilities.** A copy of the Summary Rights and Responsibilities required to be provided to the member-owner is contained in section 6.6 of this tariff.
4. **Diligent Attempt to Contact.** The Cooperative, when disconnecting service to a residence, will make a diligent attempt to contact, by telephone or in person, the member-owner responsible for payment for service to the residence to inform the member-owner of the pending disconnection and the member-owner's rights and responsibilities. During the period from November 1 through April 1, if the attempt at member-owner contact fails, the premises shall be posted at least one day prior to disconnection with a notice informing the member-owner of

the pending disconnection and rights and responsibilities available to avoid disconnection.

If an attempt at personal or telephone contact of a member-owner occupying a rental unit has been unsuccessful, the landlord of the rental unit, if known, shall be contacted to determine if the member-owner is still in occupancy and, if so, the member-owner'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-owner, the premises of any building known by the Cooperative to contain residential units affected by disconnection must be posted, at least two days prior to disconnection, with a notice informing any occupants of the date when service will be disconnected and the reasons for the disconnection.

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

5. **Disputed bill.** If the member-owner has received notice of disconnection and has a dispute concerning a bill for electric utility service, the Cooperative may require the member-owner 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-owner 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-owner files a written complaint with the board in compliance with 199—Chapter 6.
6. **Special circumstances.** Disconnection of a residential member-owner 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-owner makes payment or other arrangements during normal business hours, all reasonable efforts shall be made to reconnect electric service for the member-owner that day. If a disconnected member-owner makes payment or other arrangements after normal business hours, all reasonable efforts shall be made to reconnect electric service for the member-owner not later than 11 a.m. the next day.
7. **Severe cold weather.** A disconnection may not take place where electricity is used as the only source of space heating or to control or



operate the only space heating equipment at the residence on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will be 20 degrees Fahrenheit or colder. In any case where the Cooperative has posted a disconnect notice in compliance with subparagraph 20.4(15)“d”(5) but is precluded from disconnecting service because of a National Weather Service forecast, the Cooperative may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises above 20 degrees Fahrenheit and is forecasted to be above 20 degrees Fahrenheit for at least 24 hours, unless the member-owner 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-owners a notice describing the availability of winter energy assistance funds and the application process. The notice will be of a type size that is easily legible and conspicuous and will contain the information set out by the state agency administering the assistance program.

8. **Health of a resident.** Disconnection of a residential member-owner 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-owner 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-owner is subject to disconnection pursuant to section 6.2.2" below.

9. **Winter energy assistance (November 1 through April 1).** If the Cooperative is informed that the member-owner'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-owner time to obtain assistance. Disconnection shall not take place from November 1 through April 1 for a resident who is a head of household and who has been certified to the Cooperative by the community action agency as eligible for either the low-income home energy assistance program or weatherization assistance program.

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

- e. **Abnormal electric consumption.** A member-owner who is subject to disconnection for nonpayment of an electric bill, and who has electric consumption which appears to the member-owner 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-owner.
- f. The Cooperative may disconnect electric service without the written 12-day notice for failure of the member-owner 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-owner:

- a. Delinquency in payment for service by a previous occupant of the premises to be served.
- b. Failure to pay for merchandise purchased from the Cooperative.
- c. Failure to pay for a different type or class of public utility service.
- d. Failure to pay the bill of another member-owner as guarantor thereof.
- e. Failure to pay the back bill rendered in accordance with Iowa Administrative Code 199--20.4(14) "d" (slow meters).
- f. Failure to pay a bill rendered in accordance with Iowa Administrative Code 199--20.4(14) "f."
- g. Failure of a residential member-owner to pay a deposit during the period November 1 through April 1 for the location at which the member-owner 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-owner if such member-owner, or the member-owner'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-owner, service will not be reconnected at said premise in the name of the member-owner 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-owner. A member-owner 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-owner is resold without the written consent of the Cooperative, service may be disconnected upon notice to the member-owner. If service is disconnected for this cause, the reconnection charge set forth in Subsection 12.3 shall apply.

## **6.6 Member-Owner Rights and Responsibilities to Avoid Disconnection (20.4(15)d(3))**

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

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

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

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

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

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

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

a. Contact the local community action agency in your area:

Upper Des Moines Opportunity, Inc.  
Buena Vista, Clay, Dickinson, Emmet, Palo Alto  
and Pocahontas Counties, Iowa  
712/852-3889

North Iowa Community Action  
Kossuth County, Iowa  
515/295-2531

Western Community Action, Inc.  
Jackson, Minnesota  
507/847-2632

Mid-Sioux Opportunity, Inc.  
Cherokee County, Iowa  
712/225-3322; or

b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, 312 E. 12<sup>th</sup> St., Des Moines, Iowa 50319; telephone (515) 281-3861. To prevent disconnection, you must contact the Cooperative prior to disconnection of your service.

c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify the Cooperative 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 Cooperative 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 Cooperative 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 Cooperative office within 5 days of when your doctor or public health official notifies the Cooperative of the health condition; otherwise, your utility service may be shut off. If the Cooperative receives this written statement, your service will not be shut off for 30 days. This 30-day delay is to allow you time to arrange payment of your utility bill or find other living arrangements. After 30 days your service may be shut off if payment arrangements have not been made.

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

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

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

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

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

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

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

- a. The Cooperative will turn your service back on if you pay the whole amount you owe or agree to a reasonable payment plan (see #2 above).

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 Cooperative must make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, the Cooperative must do it by 11 a.m. the next day.

c. The Cooperative 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 Cooperative business hours.

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

If the Cooperative has not been able to help you with your problem, you may contact the Iowa Utilities Board toll free at 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 800-532-1275.

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## Section 7 METER INSTALLATIONS (20.2(4) m)

### 7.1 Ownership

The member-owner may furnish or provide an acceptable meter socket and the Cooperative will furnish and install the meter. The standard meter package shall include equipment known as an automated meter reading/advanced meter infrastructure (AMR/AMI) device that enables certain functions to be performed from a remote location, including but not limited to, accessing monthly energy usage information with the option of 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-owner will be required to furnish and install the conductor, conduit, disconnect, and/or entrance cable and all other required appurtenances. On loads requiring current or potential transformer(s) metering, the Cooperative will own and install the current or potential transformer(s) and meter loop and meter. The cost to install and maintain the current or potential transformer(s) may be billed to the member-owner. The Cooperative does not allow or install a non-AMR/AMI metering package. If the member-owner refuses the standard meter package provided by the Cooperative, the member-owner would not be able to receive service to the account or property in question. Where local ordinances or the state electrical inspection program require inspection and approval of member-owner'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-owner'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-owner's premises at a location designated by the Cooperative. Any member-owner 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 or at the discretion of the Cooperative.

#### 7.1.2 Meter Placement

For overhead services, meters shall be installed so that the center of the line of the meter is not more than six feet nor less than five feet above the ground line. On underground services, the meter shall be installed so that the center line of the meter is not more than five feet nor less than three feet above the ground. 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-owner 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.

Exception: Electric heat submeters may be located either inside or outside the premise. The heat submeters must also be readily accessible to Cooperative personnel.

### **7.1.3 Multi-occupancy Premises (20.3(1))**

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

Exceptions:

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

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

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

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

Specific Requirements

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

## **7.2 Types of Meter Loop Installations**

The following are a number of approved installations:

### **7.2.1 Loads of 200 Amps or Less**

- (a) Overhead: All meter facilities for loads of 200 amps or less will be owned by the member-owner and installed by a licensed electrician or Cooperative personnel.
- (b) Exception: Cooperative personnel will install the unit if it is to be located on the transformer pole with the cost to be billed to the member-owner.

### **7.2.2 Pole Mounting**

Meter loops installed on a pole must be in rigid conduit and must have a disconnect device or circuit breaker immediately following the meter.

### **7.2.3 Building or Dwelling**

Meter loops installed on the side of a dwelling or building shall be in conduit or approved service entrance cable. If the point of attachment for service wires does not provide adequate clearance as provided by the National Electric Code (NEC), the member-owner must install a mast head or other suitable attachment to provide adequate ground clearance.

### **7.2.4 Current or Potential Transformer Metering Loads**

- (a) Overhead: Loads in excess of 200 amperes will be metered through current or potential transformers, supplied, and installed by the Cooperative. Cost, excluding meter, will be paid by the member-owner. The member-owner will terminate their conduit and conductor in disconnecting device capable of being operated from the ground located on the Cooperative's service pole. This device will house the Cooperative's current or potential transformers. The member-owner will also install the conduit necessary to house the potential and current leads from the device to the meter socket.
- (b) Underground: Loads in excess of 200 amperes will be metered through current or potential transformers supplied and installed by the Cooperative. Cost, excluding meter and current or potential transformers will be paid by member-owner. The member-owner will terminate their conduit and conductor in disconnecting device capable of being operated from the ground. This device will house the Cooperative's current or potential transformers.

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The member-owner will also install the conduit necessary to house the potential and current leads from the device to the meter socket.

### **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. If the Cooperative's facilities are underground, the Cooperative will furnish temporary metering facilities at no charge. The Cooperative will disconnect such temporary service if a permanent service is not installed within 12 months or maybe extended with the approval of the Cooperative.

### **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. Cost of metering equipment, including potential transformers, current transformers, and meters, will be shared equally by the Cooperative and the member-owner.

### **7.5 Meter Tampering**

Meter tampering is strictly prohibited. The Cooperative reserves the right to seek prosecution for theft of service under Iowa Code 714.1(3).

#### **7.5.1 Single-Phase Meter Tampering**

In cases where the meter has been tampered with in order to misrepresent the reading used by the Cooperative for billing purposes, the billing discrepancy will be calculated by subtracting the tampered-with meter's reading from the highest verifiable reading available to the Cooperative during the previous 12 months; and then multiplying the result times a factor of three.

#### **7.5.2 Demand Meter Tampering**

In cases where the demand meter has been tampered with in order to misrepresent the demand reading used by the Cooperative for billing purposes, the demand billing discrepancy will be calculated by subtracting the tampered-with meter's demand reading from the highest verifiable demand reading available to the Cooperative during the previous 12 months; and then multiplying the result times a factor of three.

### 7.5.3 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. Multiple or repetitive broken or absent meter seals will be considered tampering. Tampering with seals or any wiring between the meter and the Cooperative's service wires by anyone other than authorized Cooperative representatives or agents of the Cooperative will be sufficient cause for discontinuance of service. The Cooperative reserves the right to seek prosecution for theft of service under Iowa Code 714.1(3).

### 7.6 Diversion of Service - 199—20.4(15)

**Access to Premises:** Member-owner will provide access to member-owner premises at all reasonable times for authorized representatives of Cooperative for any proper utility purpose.

**Diversion of Service:** In any case of tampering or interfering with the proper functioning of a meter installation or evidence thereof, or of any theft or any diversion of service, Cooperative reserves the right to disconnect service immediately and member-owner will be liable for prosecution under applicable laws. Cooperative will be entitled to collect from member-owner at the appropriate rate, for all power and energy not recorded on the meter by reason of such tampering, interference, theft, or diversion of service, in an amount which may be estimated by Cooperative from the best available data, together with all expenses incurred by Cooperative as a result of such unauthorized acts, and the total amount shall be due immediately.

An example of costs that must be paid to resume service may include:

- Backbilling of estimated cost of electricity not recorded on the meter for the entire time period of diversion, and then multiplying the result times a factor of three.
- Backbilling of estimated cost of unauthorized use.
- Investigation and backbilling expenses.
- Collection and court costs.
- Costs incurred to repair or replace Cooperative equipment.
- Costs incurred to tamper-proof equipment, including costs to relocate an inside meter to the outside of a building.
- Disconnection or Reconnection charge.

**Dangerous Conditions:** Member-owner is requested to promptly call or notify Cooperative when equipment appears unsafe or dangerous. This applies to equipment inside or outside member-owner's premises and particularly to broken, downed or fallen wires. Member-owner is requested to post someone in the vicinity of the dangerous

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location to warn individuals, particularly children, who may pass until Cooperative's service personnel arrive.

**Protecting Company Facilities:** Member-owner will protect all Cooperative owned facilities on member-owner's premises and will permit only Cooperative agents or persons authorized by law to inspect or handle such property. Member-owner will be responsible for any loss or damage to such property resulting from carelessness, neglect, or misuse by member-owner.

**Foreign Electric Energy:** Cooperative retail rates are based upon exclusive use of its service by member-owner. No other source of electric energy shall be connected to any installation attached to Cooperative electric distribution system, except as may be permitted by Cooperative policy, such as standby generators, and at the appropriate rate schedule applies.

**Indemnity to Company:** Member-owner shall indemnify, save harmless and defend Cooperative against all claims, demands, cost or expense for injury to persons or loss, or damage to property, in any manner directly or indirectly connected with or growing out of the distribution or use of service by member-owner at or on member-owner's side of the point of delivery.

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

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

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

### **8.2 Specifications**

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

#### **8.2.1 Self-Contained Metering**

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

#### **8.2.2 Current Transformer Metering**

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

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

Refer to Section 5.4 of this tariff.

### **8.4 New Underground Facilities to Single Service**

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

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### **8.5 Replace Existing Facilities with Underground Facilities**

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

The member-owner will make a contribution in aid of construction equal to the cost of the underground facility to be installed and the removal of the overhead facility. The proposed installation will be done at such time that will not unreasonably interfere with the service to other member-owners and the payment made in advance of the construction.

### **8.6 Undeveloped Rural Areas**

When the Cooperative's primary facilities are placed underground, the Cooperative may consider converting overhead facilities to underground to the point of transformation at no additional charge to the member-owner. However, overhead facilities may be used when the Cooperative deems it advisable.

Furthermore, when a new service is required, or it becomes necessary to upgrade an existing service by an extension of primary facilities, the Cooperative may consider installing these facilities underground to the desired point of transformation. When underground is extended to the transformer, the Cooperative will also make a necessary extension of secondary, not to exceed 20 feet, to either existing facilities or to new load center. The Cooperative will also provide and install any material associated with the socket or disconnect with all cost billed to the member-owner. When, and if, maintenance to the meter socket or disconnect is necessary and requires any exposure to the transformer connections, the Cooperative will provide this service at no additional cost to the member-owner.

### **8.7 Extension of Underground in Overhead Areas**

- (a) For a new permanent type service, the Cooperative may install, operate, and maintain underground facilities from its existing facilities to a desired point of transformation, including secondary, not to exceed 20 feet, at no additional cost to the member-owner. The Cooperative will install the meter socket and/or load center, and may provide any necessary maintenance, all of which will be billed to the member-owner.
  
- (b) When upgrading facilities require an extension of primary, the Cooperative may consider the use of underground to the desired point of transformation at no additional cost to the member-owner. However, if overhead facilities are

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advisable, the Cooperative, at their discretion, will make the extension overhead. Conversion from overhead to underground for esthetic values is permitted only if the member-owner pays the full cost.

## **8.8 Potential Hazards**

### **8.8.1 Feasibility**

The Cooperative will convert existing overhead electric facilities and maintain them to existing member-owner if the proposed conversion is determined to reduce the probability of contact therewith by persons whose business or duty puts them within a zone of potential danger, or otherwise determined to be reasonable and feasible by the Cooperative.

## **8.9 Proximity**

### **8.9.1 Existing Conditions**

Whenever a primary line, because of its proximity to structures or its general location creates a reasonable probability of contact therewith by persons whose business or duty brings them within a zone of danger, said line shall, where feasible, be placed underground and wherever underground line is not feasible, such overhead line changes shall be made as to minimize the danger. The cost of said changes shall be borne by the Cooperative. These changes shall be made whenever, through inspection or otherwise, a condition of potential danger is brought to the attention of the Cooperative, with priority being given to those situations considered most hazardous or dangerous.

### **8.9.2 Proposed Construction**

Whenever it is brought to the attention of the Cooperative that a new structure is to be erected in close proximity to primary lines, the member-owner shall be notified of the potentially dangerous situation and instructed either to abandon said construction or in the alternative to pay for the cost of placing the line underground or making such other changes as will minimize the hazard. Failure or refusal on the part of the member-owner to comply with such request shall be grounds for discontinuing service to the member-owner.

## **8.10 Conversion of Overhead Facilities to Underground**



### **8.10.1 General**

Conversion of existing overhead distribution facilities to underground is allowable unless an engineering, operating, construction, safety or legal reason would make such an installation undesirable.

### **8.10.2 Conversion for Governmental Unit**

If a governmental unit requires or mandates the conversion, the conversion cost will be charged to the governmental unit or the Cooperative's member-owners with service within the boundaries of such governmental unit.

## **8.11 Adverse Winter Weather Conditions**

At the Cooperative's discretion, adverse winter weather charges may apply during the period from October 1 to April 1. When winter weather conditions exist and a member-owner makes a request for a new service, line extension or service upgrade requiring underground construction all standard costs, consistent with the Cooperative's Electric Tariff, will be applied. In addition to the standard costs, any and all additional costs necessary to complete the underground service extension or service upgrade may apply at the Cooperative's discretion. These costs may include, but are not limited to, directional boring, backhoe services, trenching services, ground thawing services, and those costs as provided by Cooperative personnel and equipment and/or contract services as deemed necessary under the circumstances.

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## Section 9 WIRING STANDARDS (20.2(4) I)

### 9.1 Cooperative's Requirements

#### 9.1.1 Wiring Specifications

The Cooperative requires compliance with specifications set forth in the National Electrical Code when a member-owner or other responsible party wires or rewires buildings, premises, etc. Farm member-owners, 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](http://www.iowastrayvoltageguide.com).

#### 9.1.2 Inspections

Normally the Cooperative inspects only the service entrance and meter location, but the Cooperative reserves the right, for the protection of its facilities and safeguarding of its service to others, to inspect the Applicant's or member-owner'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 Applicant's or member-owner's facilities, either on its own initiative or at the request of the member-owner 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-owner of a defect in the Applicant's or member-owner's facilities. The Applicant or member-owner 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-Owner's Responsibility**

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

The member-owner agrees to assume responsibility for any damages, including neutral to earth voltage, caused by defects in member-owner wiring.

### **Section 10 METER READING**

The member-owners' meters shall be read each month by a representative of the Cooperative or remotely through a remote metering device installed. Meters normally shall be read on or about the last business day of current month or first business day of the following month.

In the event an actual meter reading cannot be obtained, the Cooperative may render an estimated bill without reading the meter. Only in unusual circumstances or when approval is obtained from the member-owner shall more than three consecutive estimated bills be rendered.

The Cooperative will be responsible for designating and approving the location of the meter in accordance with Tariff Section 7.

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

### 11.1 Type of Billing

The Cooperative will normally provide the member-owner a bill for their service on a monthly basis. The portion of the bill form to be retained by the member-owner will show the following:

- (a) Member-Owner's name.
- (b) Account number.
- (c) Meter number.
- (d) Meter readings at the beginning and end of the period for which the bill is rendered.
- (e) Dates on which the meter was read at the beginning and end of the billing period.
- (f) Date the bill is rendered.
- (g) The number and kind of units metered.
- (h) Identification of the applicable price schedule(s).
- (i) The account balance brought forward and amount of each net charge for price-schedule-priced utility service, power cost adjustment (PCA), sales tax, other taxes, late payment charges and total amount due.
- (j) The amount of money collected and any credits applied to the account if applicable.
- (k) The last date for timely payment which shall be not less than 20 days after the date the bill is rendered.
- (l) A distinct marking to identify an estimated bill.
- (m) A distinct marking to identify a minimum bill.
- (n) Any conversion from meter reading units to billing units, or any calculations to determine billing units from recording or other devices, or any other factors, such as sliding scale or automatic adjustment and amount of sales tax adjustments used in determining the bill.

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- (o) Any net under or over payment amounts which are to be added to or subtracted from the next bill.

The remittance portion of the bill will show the following:

- (a) Due date.
- (b) Member-Owner's name.
- (c) Account number.
- (d) Any under or over payment amounts from the previous month.
- (e) Total amount due.
- (f) Space to enter amount paid.

## **11.2 Billing Period (20.3(6))**

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

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

### **11.2.1 Payment Terms**

Payment of bills rendered by the Cooperative shall be provided to the Cooperative's office located in Estherville, Iowa.

The Cooperative will accept as payment money and coin in denominations issued by the United States Government, checks or other lawful negotiable instruments as deemed acceptable by the Cooperative.

The Cooperative reserves the right to refuse two-party checks or payment in coin by which the Cooperative deems to be an unnecessary administrative burden in counting or tabulating.

The Cooperative will use its best judgment in determining the collectability and/or authenticity of all items presented as lawful payment.

### **11.3 Due Date**

Bills are rendered on the bill date and are due and payable immediately. The bill becomes delinquent after twenty days and a late payment charge will be applied. If the 20<sup>th</sup> 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.

#### **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.

#### **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-owners or other member-owner'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.

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#### 11.4 Failure to Receive Bill

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

#### 11.5 Level Payment Plan (20.4(12))

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

- (1) Be offered to each eligible member-owner when the member-owner initially requests service.
- (2) Allow for entry into the level payment plan anytime during the calendar year.
- (3) Provide that a member-owner 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-owner 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-owner for six months after the member-owner 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-owners 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-owner 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-owner, 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-owner 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.



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The member-owner 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. 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 Final Bills**

If the member-owner moves from a premise or discontinues service, they are responsible for payment of the bill for service until the Cooperative is notified of the change in responsibility of the bill for services rendered.

### **11.8 Billing Information**

The Cooperative will provide the member-owner with its own billing account information that is readily available to the Cooperative at no charge. Member-owners requesting more extensive research or data may be charged for time and materials associated with the request.

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

### 12.1 Procedure

If the bill is not paid by the due date, a notice will be mailed to the member-owner providing notification that the bill is delinquent, late payment charge will apply, and disconnection/collection procedures will be instituted as explained in Section 6. Should the Cooperative attempt to call the member-owner about a delinquent bill as a courtesy reminder, a telephone call charge of \$2.00 will be billed.

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

- a. **Availability of a first payment agreement.** When a residential member-owner 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-owner 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 community service agency.
- c. **Terms of Payment Agreements**

##### First Payment Agreement:

The Cooperative will offer member-owners 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-owners 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-owner to enter into a level payment plan to pay the current bill.

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

The Cooperative may offer the member-owner the option of making the agreement over the telephone or through electronic transmission. When the member-owner makes the agreement over the telephone or through electronic transmission, the Cooperative shall render to the member-owner 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-owner when addressed to the member-owner'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-owner when delivered to the last-known address of the person responsible for payment for the service. The document shall state that unless the member-owner notifies the utility within ten days from the date the document is rendered, it will be deemed that the member-owner accepts the terms as reflected in the written document. The document stating the terms and agreements shall include the address and a toll-free telephone number where a qualified representative can be reached. By making the first payment, the member-owner confirms acceptance of the terms of the oral agreement or electronic agreement.

Each member-owner 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-owner who is in default of a first payment agreement if the member-owner 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-owner 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-owner to enter into a level payment plan to pay the current bill. The Cooperative may offer additional payment agreements to the member-owner.

Refusal by Cooperative:

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

three days of the oral notification. The written refusal shall be considered rendered to the member-owner when addressed to the member-owner'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-owner when handed to the member-owner or when delivered to the last-known address of the person responsible for the payment for the service. A member-owner may ask the Iowa Utilities Board for assistance in working out a reasonable payment agreement. The request for assistance must be made to the Iowa Utilities Board within ten days after 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 mail the person a notice and require immediate settlement of the account. The maximum allowable charge(s) per Iowa Code 554.3512 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 are dishonored by the bank or financial institution upon which they were drawn, within a twelve (12) 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 Disconnection and Reconnection Charge**

In the event service is disconnected for any reason, before service will be reconnected the following rules apply and collection will proceed as in Iowa Administrative Rule 199 20.4.

If the attempt to contact the member-owner prior to disconnection is unsuccessful and it becomes necessary for a representative of the Cooperative to post the member-owner's premises per Section 6, then a posting fee will be assessed to the account.

If service is disconnected, the service will not be reconnected until the member-owner has paid any delinquent bill plus a disconnect fee and a reconnect fee. An additional after-hours surcharge shall also be paid if reconnection is performed after normal business hours. (See Section 28.27 for fee details); or entered into a payment agreement as specified in Section 12.1.1 of this tariff. In addition, the Cooperative may require a meter deposit sufficient to guarantee payment of future bills for service before service is restored.

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## 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-owner, the Cooperative shall test the meter servicing that member-owner, 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 member-owner within 10 days of the completed test and a record of each test shall be kept on file at the Cooperative's office. The Cooperative shall give the member-owner or a representative of the member-owner the opportunity to be present while the test is conducted.

If the test finds the meter is accurate within the limit accepted by the Cooperative in its meter inspection and testing program, the Cooperative may charge the member-owner \$25 or the cost of conducting the test, whichever is less. The member-owner 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-owner or the Cooperative, the Iowa Utilities 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

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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 Iowa Utilities 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 Iowa Utilities Board and member-owner. 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 Iowa Utilities Board shall issue its report within 15 days after the test is conducted, with copy to the member-owner 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-owner 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 Iowa Utilities 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 Iowa Utilities 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-owner or ten dollars (\$10) or more is due a person no longer a member-owner 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-owners who received service through the metering installation found to be in error. In the case of a previous member-owner who is no longer a member-owner of the Cooperative, a notice of the amount subject to refund shall be mailed to such previous member-owner at the last known address, and the Cooperative shall, upon demand,

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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-owner or ten dollars (\$10) for a former member-owner. 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-owner 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-owner. The time period for which the Cooperative is required to adjust, refund, or credit the member-owner's bill shall not exceed five years unless otherwise ordered by the Iowa Utilities Board.

### **13.3.6 Undercharges (20.4(14) f.)**

When a member-owner 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-owner. The time period for which the Cooperative may adjust for the undercharge shall not exceed five years unless otherwise ordered by the Iowa Utilities 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 Iowa Utilities 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-owner.



### **13.4 Grounds on Member-Owner's Premises (20.2(4) u)**

Where an accidental ground is found on the member-owner's equipment, and thereupon removed, the Cooperative will estimate, from comparison with previous consumption, the member-owner's normal consumption for each regular billing period during which the "ground" has been known to have existed, and will re-bill the member-owner 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-owner 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-owner'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-owner.

### 13.5 Special Metering Installation

The Cooperative shall have the right, at its option and at its expense, to place special meters or recording instruments on the premises of a member-owner for the purpose of special tests of all, or part of the member-owner'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.

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

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

**14.1 Service Reconnection**

Prior to the reconnection of any member-owner who owes the Cooperative for any past electric service, the member-owner 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-owner.

**14.3 Right of Off-Set**

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

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## 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-owner. This may be due to sickness, vacation, seasonal use, or any other reason deemed to be adequate and justified 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-owner 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 account or service whether on an idle service agreement or disconnected for non-payment of an outstanding utility bill and has been disconnected for 180 days or longer shall not be reconnected or energized until the installation passes an inspection conducted by the State of Iowa, a municipality or other governmental agency under the authority of the Iowa statewide electrician's licensing and inspection program. If the member contends the installation is exempt from such requirement, the Cooperative reserves the right to require a certificate be executed by the member and/or the applicable regulatory authority attesting to the exempt nature of the installation.

### 15.4 Charges

If a member-owner requests temporary disconnection, the Cooperative shall charge the disconnect/reconnect charge established in Section 12.3. A disconnected account will be assessed an annual idle service charge at a price established in Section 28.15B until reconnected, as defined in Section 28.15A.

Reconnects or disconnects requested by the landlord of mobile home parks or apartment houses with three or more rental units may be grouped and assessed a single disconnect/reconnect fee as established in Section 12.3, if the work is performed during a single trip to the mobile home park or apartment house.

When a service disconnection or reconnection is requested at the same time an account is transferred from one member-owner to another, the Cooperative shall assess

Iowa Lakes Electric Cooperative  
Electric Tariff  
Filed with Iowa Utilities Board

Section 15 TEMPORARY DISCONNECTS  
\_\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Sheet No. 61  
Sheet No. \_\_\_\_\_

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the account of the new member-owner the disconnect/reconnect charge established in Section 12.3 and will not assess the account transfer fee established in Section 3.2.1.

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## **Section 16 SERVICE CALLS**

### **16.1 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-owner or group of member-owners for the purpose of making repairs, changes, or improvements as well as mitigate storm damage or system destruction 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-owners affected, when practicable.

### **16.2 Member-Owner's Responsibility**

It will be the member-owner'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-owner. All wiring and equipment on the load side of the meter belongs to the member-owner and is the member-owner's responsibility to maintain and repair with the exception of primary metering. Member-owners should call on independent licensed electricians to make any necessary repairs or improvements to their wiring or equipment.

### **16.3 Charges**

The Cooperative reserves the right to charge the member-owner for the cost of the service trip including mileage, labor, and materials if the member-owner requests the Cooperative's personnel to correct an interruption to service and the cause is found to be in the member-owner's wiring or equipment. Where the cause is determined to be the result of negligence on the part of the member-owner, the charges will be full and actual costs or applicable service charges.

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## Section 17 RELOCATION OF FACILITIES

### 17.1 Cooperative's Facilities

Should a member-owner 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-owner, then said move will be made only upon the condition that the member-owner 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-owner. When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, a refund will be made to the member-owner. When the advance is less than the actual costs incurred, the member-owner will be sent a bill for the difference.

### 17.2 Member-Owner's Facilities

All facilities belonging to the member-owner and are the member-owner's responsibility to maintain. Member-owners should call on independent licensed electricians to make necessary relocations or improvements to the member-owner's facilities.

Should a member-owner request the Cooperative to move poles, wires, anchors, or guys or other facilities belonging to the member-owner, said move will be made only when the work load of the Cooperative will permit it and upon the condition that the member-owner 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-owner. When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, a refund will be made to the member-owner. When the advance is less than the actual costs incurred, the person will be sent a bill for the difference.

### 17.3 Moving of Buildings

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

An advance payment of estimated costs as determined by the Cooperative must accompany the application. After the cost of removal and replacement of lines has been determined, the balance of the cost, if any, will be billed or refunded to the applicant.

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**Section 18 USE OF COOPERATIVE'S FACILITIES BY MEMBER-OWNER AND OTHERS**

**18.1 Cooperative Facilities**

The member-owner or an agent of the member-owner 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-owner 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.

**18.2 Meter Pole**

The Cooperative will provide written consent to other electric, cable TV and other utilities for attachments to the Cooperative's poles and structures provided that:

- (a) The proper size poles and structures are employed to maintain all required National Electric Safety Code (NESC) clearances and Cooperative engineering standards.
- (b) The attaching utility bears any and all costs of upgrading the Cooperative's facilities to maintain NESC clearances and Cooperative engineering standards with the attachments on the Cooperative's poles and structures.
- (c) The attaching utility agrees to pay an annual charge of not less than \$10.00 per attached pole or structure or as set by written contract with the Cooperative.
- (d) Pole Attachment Charge Methodology – The rate formula or methodology used by the Cooperative to calculate applicable pole attachment charges is a Federal Communications Commission (FCC) cable-only formula which is used as a model guideline:

$$\begin{aligned} \text{Annual Charge} &= \text{Attacher Responsibility Percentage} \\ &\quad (\text{Default Factor of 7.4\%}) \\ & \\ & \quad \times \text{Net Cost of Bare Pole} \\ & \quad \quad (\text{Default Factor of 85\%}) \\ & \\ & \quad \times \text{Administrative/Maintenance} \\ & \quad \quad \text{Carrying Charge Factor plus 1.00} \end{aligned}$$

**18.3 Poles Owned by Cooperative Other Than Meter Poles**



The member-owner or an agent of the member-owner 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.

#### **18.4 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.

Nonpayment of pole attachment charges (fees) once billed and remaining unpaid for sixty (60) days will allow the Cooperative the right to remove said attachments from Cooperative poles or facilities without notification.

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## Section 19 DAMAGE TO COOPERATIVE'S FACILITIES

### 19.1 Member-Owner's Responsibility

It shall be the duty of each member-owner to report promptly any damage or potential hazard to the electric lines, such as trees, windmills, elevators, augers, raising pumps, wind turbines or anything that may potentially come in contact with the electric line, it shall be the responsibility of the member-owner to give advance notice to the Cooperative concerning the work to be done.

The member-owner shall be held responsible for all damage to or loss of property of the Cooperative located on the member-owner's premises, caused by the member-owner's noncompliance with rules and regulations of the Cooperative. 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 or equipment that are considered to be the responsibility of the member-owner.
- D. Damage caused by a member-owner or an agent by cutting trees, which fall into a line owned by the Cooperative.

### 19.2 Protection of Cooperative's Facilities on Member-Owner'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-owner shall protect said facilities of the Cooperative on the member-owner'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 or agent 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-owner's installation and wiring has met the wiring standards as set forth by these rules and regulations.

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## Section 20 LIGHTING SERVICE

### 20.1 Definitions

Private Outdoor (Security) 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 service in close proximity to existing secondary lines of the Cooperative or to the member-owner's wiring system.

Public Street and Highway Lighting Service shall be defined as 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.

### 20.2 Availability

High Pressure Sodium (HPS) security lights are available for sale to all member-owners. The lights will be owned by the member-owner. All security lights previously owned by the Cooperative were transferred to member-owner's ownership as of January 1, 1991. The Cooperative may install, repair, or replace the lights upon request as a courtesy to member-owners. These lights must be used automatically and normally placed on the meter pole and connected to the member-owner's 120-volt service. If the security light is to be at a location other than the meter pole, the Cooperative will install a new pole and two-wire 120-volt circuit for the security light. The cost of the additional wiring and the new pole must be paid by the member-owner. 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 safely serviced and maintained by the Cooperative's personnel.

If a member-owner desires underground service to the security light, the member-owner shall pay the cost of the underground service, including digging of the trench, laying of the cable, and provide adequate protection for the underground conductor. The underground service shall be a minimum of 12 inches below ground level. The Cooperative will check or make such connections for the underground circuit and install and connect the security light.

### 20.3 Sales and Installation Charges

The Cooperative will install and connect the light. The member-owner may purchase the Cooperative's standard security light which is for sale or replacement.

Where there are no existing service facilities available, the Cooperative will construct, own, and maintain all service facilities up to the point of delivery. Lighting service extension fees in accordance Section 5 will apply.

### **20.3.1 Service Charges**

Maintenance and routine service on new or replacement lights will be provided to member-owners at no charge for the first 12 months following the date of installation. A service call will be charged to the member-owner requesting the service. The replacement part costs will be assessed in addition to the service call charge on each light serviced.

If the Cooperative determines that the security light because of normal wear and depreciation should be replaced instead of repaired, then the member-owner will be offered for sale the Cooperative's standard security light. Mercury Vapor security lights will not be offered for sale by the Cooperative. The applicable service call will be assessed plus materials.

### **20.3.2 Special Trips**

Service calls for maintenance of lights, replacement of photo-electric cells, lamps, etc. when requested by the member-owner if performed at times other than regularly scheduled business hours, the member-owner will pay a service call charge at the overtime rate plus materials.

Service calls resulting from the member-owners faulty wiring, combining two services using existing facilities, moving a security light from one (1) pole to another pole, or down grading to a smaller size light, and scheduled during regular business hours, the member-owner will pay a service call plus materials.

## **20.4 Removal**

If the member-owner desires the light to be removed or fails to pay for the service call charge, the Cooperative will remove the light and assess the appropriate service call charge per Section 20.3, 20.3.1 or 20.3.2.

## **20.5 Availability of Decorative Lighting Service**

Decorative light service(s), other than the normal Cooperative provided security lighting service, is available and will be provided at cost plus 20% by the Cooperative.

The Cooperative will furnish, install, repair, or replace these lights in areas where the residential development association designates an appropriate easement. The lights must be automatically controlled and connected to the member-owner's secondary service.

If a member-owner desires underground service to the decorative light, the member-owner shall also pay the cost of the underground service, including digging of the trench, laying of the cable, and provide adequate protection for the underground conductor. The underground secondary service shall be a minimum of 12 inches below ground level.

Should the member-owner request a style or type of decorative light not normally available and provided by the Cooperative, installation and all associated costs incurred with the choice of that particular decorative lighting service will be the responsibility of the member-owner.

The Cooperative will carry a supply or inventory of lights, replacement photo-electric cells, lamps, etc. to service the Cooperative's standard lighting fixtures.

The Cooperative retains the right to charge the designated member-owner the applicable service charges when repair or maintenance is conducted outside normal business working hours or for damages resulting from apparent acts of vandalism or incidents of accidents.

## **20.6 Member-Owner's Permission**

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

## **20.7 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 lighting equipment and disclaims any and all liability from such maintenance activities, placement or location of the lighting equipment or the failure to perform such activities, whether the lighting equipment is owned by the Cooperative or the member-owner. 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-owner

Iowa Lakes Electric Cooperative  
Electric Tariff  
Filed with Iowa Utilities Board

\_\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Section 20 LIGHTING SERVICE

Sheet No. 70

Sheet No. \_\_\_\_\_

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is encouraged to promptly notify the Cooperative if the member-owner believes the lighting equipment needs maintenance or is inadequate for the member-owner's needs.

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## Section 21 SPECIAL CONDITIONS OF SERVICE

### 21.1 Corrective Equipment

Welders, hoists, grain dryers, silo unloaders, 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-owners. When such equipment creates fluctuating voltage or power factor conditions, or any other disturbance detrimental to service to other member-owners or to the Cooperative's use of its own equipment, the member-owner shall be required to install and maintain, at the member-owner's expense, suitable corrective equipment to eliminate said detrimental effects.

### 21.2 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-owner.

### 21.3 Requirements for Electric Motors

#### 21.3.1 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.

#### 21.3.2 Protective Devices

The member-owner 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.

#### 21.3.3 Large Motor Applications

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The Cooperative reserves the right to limit the number and size of motors installed. The Cooperative will review all large motor applications (in excess of 30 horsepower).

#### **21.3.4 Starting Equipment**

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

#### **21.3.5 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-owner 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-owners or such service shall exceed the capacity of the Cooperative facilities.

The Cooperative also reserves the right to require the extension of multi-phase service to any existing service requiring in excess of 50 KVA transformer capacity, subject to the provisions of Section 5.

#### **21.4 Standby Generators**

No other source of supply of electricity shall be introduced or used by any member-owner 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.

#### **21.5 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



Iowa Lakes Electric Cooperative  
Electric Tariff  
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Section 21 SPECIAL CONDITIONS OF SERVICE  
\_\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Sheet No. 73  
Sheet No. \_\_\_\_\_

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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.

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## Section 22 COMPLAINTS (20.2(4) y)

### 22.1 Member-Owner Complaints

Member-owner complaints received by mail, telephone or in person shall be acted upon promptly. Telephone number (800) 225-4532 or (712) 362-7870 is answered continuously for the handling of problems or complaints of an emergency nature.

Telephone number (800) 225-4532 or (712) 362-7870 is answered during regular business hours, 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, electronic 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](http://www.iowastrayvoltageguide.com).

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

### 22.2 Records

Records concerning resolution of routine service problems and complaints shall be filed in the member-owner'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-owner or the Cooperative can refer the problem to the Iowa Utilities Board for resolution of the issues.

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## **Section 23 INSPECTION OF ELECTRICAL PLANT (25.3)**

### **23.1 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](http://www.iowastrayvoltageguide.com).

### **23.2 Inspection forms**

In addition to other inspection procedures, each operations department 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.

### **23.3 Filing**

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

### **23.4 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 the State 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-owner 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-owner in accordance with the applicable industry standards adopted by the Cooperative.

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## Section 24 COGENERATION AND SMALL POWER PRODUCTION

Cooperative is a member of Corn Belt Power Cooperative and Northwest Iowa Power Cooperative, generation and transmission cooperatives ("G&T" or "Corn Belt" or "NIPCO") and obtains all of its wholesale power from these G&Ts. The Cooperative and Corn Belt, and the Cooperative and NIPCO have filed Joint Implementation Plans with the Federal Energy Regulatory Commission ("FERC") which provides for coordinated implementation of the obligations of Corn Belt and Cooperative, and NIPCO and Cooperative relative to qualifying facilities (QF). Pursuant to said Plan, Cooperative agrees to provide to any qualifying facility (QF) in its service territory supplementary, backup, maintenance, and interruptible power and Corn Belt or NIPCO agrees to purchase energy and capacity from said facility within the respective G&T's service territory, all in accordance with the requirements of the Public Utilities Regulatory Policies Act ("PURPA"). Those provisions of this tariff relating to sales to the qualifying facility shall apply to Cooperative and those provisions regarding purchases from the qualifying facility shall apply to Corn Belt or NIPCO. Accordingly, any qualifying facility seeking services pursuant to this tariff should coordinate their efforts with both Corn Belt or NIPCO and Cooperative. The Cooperative also notes that Corn Belt and NIPCO obtains its wholesale power from Basin Electric Power Cooperative, and coordination with said entity may also be necessary.

### 24.1 Availability

This section shall apply to any member-owner 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-owner 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-owner's premise who wishes to sell the output of said facility to the member-owner, 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-owner 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-owner 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-owner for the purpose of this tariff.

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## 24.2 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 suppliers, G&T. As reflected in the Joint PURPA Implementation Plan filed with FERC by Cooperative and Corn Belt and NIPCO, the Cooperative’s avoided costs shall equal those of Corn Belt or NIPCO and Corn Belt or NIPCO shall be responsible for calculating the Cooperative’s Avoided Costs.

## 24.3 Requirements for Interconnection

All facilities shall meet certain requirements to be eligible for interconnection pursuant to the terms and conditions of this section. The Cooperative shall assist the applicant in determining the appropriate level of review process required for the interconnection. The Cooperative has developed 4 levels of review process. The appropriate level generally depends upon the size and type of generator and the type of interconnection requested. The levels of review are described in Section 24.5 of this tariff. For purposes of determining the appropriate level of review and the appropriate metering and other interconnection requirements, the nameplate capacity of all Qualifying Facilities located on the same premises and having common ownership shall be aggregated.

### 24.3.1 Application for Interconnection

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

### 24.3.2 Acceptable Interconnection Standards

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

- A. The member-owner shall comply with acceptable standards for interconnection, safety, and operating reliability. Acceptable standards include the most current revisions of the following, as adopted in the Iowa Administrative Code section 199-15.10(1) in order to be eligible for interconnection to the Cooperative or G&T electric system:

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1. Standards for Interconnecting Distributed Resources with Electric Power Systems, ANSI/IEEE Standard 1547-2003. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
    - 1) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems - IEEE Standard 519-2014; and,
    - 2) IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.
  2. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
  3. National Electrical Code, ANSI/NFPA 70-2014.
- B. The member-owner facility shall meet the standards for interconnection as set forth in the Cooperative's Interconnection Agreements and the attachments thereto. Said Agreements are available by contacting the Cooperative.
- C. The member-owner shall agree to indemnify and defend the Cooperative and G&T and their representatives against liability for any injuries or damages caused by the operation of the member-owner's equipment or by any failure of the member-owner to maintain such equipment in satisfactory or safe operating condition. The member-owner will arrange for and maintain liability insurance with limits of not less than those set forth in the Interconnection Agreements, with the insurance requirements varying depending upon the size of the interconnecting generator. Failure to maintain required insurance or proof of financial responsibility shall be cause for disconnection. The Cooperative and G&T shall be named as additional insureds, to the extent specified in the Interconnection Agreements.
- D. The member-owner shall reimburse the Cooperative or G&T for costs incurred by the Cooperative or G&T for all costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Cooperative or G&T directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility (or qualifying alternate energy production facilities, or qualifying small hydro facilities), to the extent the costs are in excess of the corresponding costs which the Cooperative or G&T would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.

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- E. The member-owner shall agree to discontinue sales to Cooperative/G&T when, due to operational circumstances, purchases from the member-owner will result in G&T costs greater than those which G&T would incur if it did not make such purchases, but instead generated an equivalent amount of energy, provided, however, that G&T shall notify the member-owner within a reasonable amount of time to allow the member-owner to cease the delivery of energy.
- F. The applicant and the Cooperative shall execute the applicable Interconnection Agreement prior to interconnection. In the event the applicant desires to sell any excess output from its facility to the G&T, a separate power purchase agreement shall be required for all interconnections except Level 1. For Level 1 interconnections, the terms of purchase are set out on Attachment 2 to the Level 1 Application Form and Interconnection Agreement.
- G. The member-owner shall permit Cooperative or G&T representatives to enter upon member-owner's property at any reasonable time for the purpose of inspecting or testing member-owner'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-owner of the obligation to maintain the member-owner's facilities in satisfactory operating conditions. The Cooperative or G&T may charge the direct expense of such inspecting or testing of the member-owner's equipment, facilities, or apparatus to the member-owner, unless the member-owner can demonstrate the inspecting and testing was not necessary. The member-owner 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-owner shall be responsible for the costs of installation and maintenance of any necessary power factor correction capacitors. Member-owners 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-owners 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-owner'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 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. 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.

## **24.4 Rates for Purchased Power**

### **24.4.1 Rates for purchases by the member-owner from the Cooperative**

The member-owner shall purchase electric power and energy from the Cooperative at the Cooperative's applicable price or rate, depending upon the

member-owner's operations and requirements. The Cooperative has a separate price or rate schedule established for various classes of members and reserves the right to create a separate price or rate schedule for co-generators and small power producers based upon the unique characteristics of such member-owners when adequate historical analysis of the account's usage and generator characteristics become available. All member-owners with generators 150 kW or greater who elect to self-generate shall be subject to the member standby rate.

#### **24.4.2 Rates for purchases from member-owner**

##### **General PURPA purchase rates:**

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

##### ***QFs with design capacity of less than 50 kW***

The rate(s) for purchases from qualifying facility (as defined above) and with a design capacity of less than 50 kilowatts are available by contacting the Cooperative. These rates will be consistent with 18 CFR 292.304.

##### ***QFs with design capacity of 50 kW or greater but less than 150 kW***

The rate(s) for purchases from qualifying facility (as defined above) and with a design capacity of 50 kilowatts or greater but less than 150 kW are available by contacting the Cooperative. These rates will be consistent with 18 CFR 292.304.

##### ***QFs with a design capability of 150 kW and greater***

The rate(s) for purchases from qualifying facilities (as defined above) and with a design capacity of 150 kilowatts or greater are available on a negotiated case-by-case basis with the G&T.

##### **Net Metering Option:**

The Cooperative has developed a net metering option for facilities with an installed design capability at any one geographic location of less than 50 kW and which is intended to serve only the electrical requirements of the owner of the net metering facility. Such facilities will be referred to in this tariff individually as "Net Metering Facility." The availability of the net metering rate option is subject to a total system wide cap of 5000 kW, which is the value of the nameplate capacity of the sum of all small renewable QF facilities located on the Cooperative's distribution system and is subject to change by the Cooperative's Board of Directors. The net metering terms will be as set forth in Attachment 2 of the Level 1 Standard Application Form and Interconnection Agreement (Appendix B) or the Separate Power Purchase Agreement for other Levels of interconnection.

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Subtraction of electric heat metering is not allowed under the net metering option.

**Small Renewable Alternate Energy Rate/Consumer Wind Energy Purchase Rate/ Distributed Generation Purchase Rate:**

Member-owners with their own generation may be eligible for special incentive rates made available through the Cooperative/G&T. These rates are in lieu of the PURPA Avoided Cost Rate and the rates are available by contacting the Cooperative. A QF electing this rate must meet the eligibility criteria as set forth in the applicable rate schedule and must complete the associated application forms.

**24.4.3 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-owner 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.

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## 24.5 Levels of Review

### Level 1

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

- a. The applicant has filed a Level 1 application; and
- b. The distributed generation facility has a nameplate capacity rating of less than 50 kVA; and
- c. The distributed generation facility is inverter-based; and
- d. The member-owner interconnection equipment proposed for the distributed generation facility is lab-certified; and
- e. No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility.

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

- For interconnection to a radial distribution circuit, the total of all DG connected may not exceed 15% of the maximum load normally supplied by the circuit
- For interconnection on a single-phase shared secondary line, the aggregate generation capacity on the line will not exceed 20 kVA
- When the DG facility is single-phase and proposes to interconnect on a center tap neutral of a 240-volt service, its addition may not create an imbalance between the 2 sides of the 240-volt service of more than 20% of nameplate rating of the service transformer
- Utility shall not be required to construct any facilities on its own system to accommodate the DG facility's interconnection
- For interconnection to a spot network, DG will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year

### Level 2

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

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

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

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

### **Level 3**

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

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

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

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

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

#### **Level 4**

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

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

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**Section 25 ELECTRIC TAX ADJUSTMENT RIDER #1**

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

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

**Minnesota Sales Tax:** A state sales tax, as set forth in Section 297A.61 Subdivision 3 of the Minnesota Code, shall be applied to all billings for service, unless excepted under the provisions of Section 297A.67 Subdivision 15, Minnesota Code, and regulations applicable thereto.

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

Iowa Lakes Electric Cooperative  
Electric Tariff  
Filed with Iowa Utilities Board

\_\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Section 26 FORMS AND CONTRACTS

Sheet No. 88

Sheet No. \_\_\_\_\_

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**Section 26 FORMS AND CONTRACTS (20.2(4) e, f, g)**

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

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Issued: December 19, 2019

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Issued By: \_\_\_\_\_ Jerry Beck, Board Chair



## **Section 27 Alternate Energy Purchase Program**

### **27.1 Statement of Purpose**

Iowa Code §476.47 requires electric utilities to offer an alternate energy purchase program to member-owners beginning January 1, 2004. The Iowa Utilities Board ("Board") adopted rules regarding Alternate Energy Purchase Programs (IAC 199 Chapter 15.17(1)). These 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-owners to contribute voluntarily to the development of alternate energy in Iowa. An alternate energy purchase program is defined by the rules as a program that allows member-owners to contribute voluntarily to the development of alternate energy in Iowa. This Tariff is designed to comply with these rules and to permit the member-owners of Iowa Lakes Electric Cooperative to make contributions that will be utilized to assist in the development of alternate energy.

### **27.2 Program Description**

Iowa Lakes Electric Cooperative has developed renewable energy generation in the form of wind energy generation. Iowa Lakes Electric Cooperative has designed this program to allow its member-owners to make voluntary contributions, which will be used by Iowa Lakes Electric Cooperative to support this renewable energy project by applying those funds toward the renewable energy credits created from this wind energy generation project.

This program will allow Iowa Lakes Electric Cooperative member-owners to make a contribution to this Alternate Energy Program by adding a specified dollar amount to each electric bill each month and remitting this money to Iowa Lakes Electric Cooperative along with their payment. Member-owners will be provided an opportunity to contribute by increments of two-dollar (\$2.00) and who may leave the program at any time. The member-owner bill forms will have a space designated to allow the member-owner to indicate their interest in participating and the amount they wish to contribute. Member-owners who contribute will not be guaranteed that renewable energy will be delivered to their individual premises for use; but rather that their contribution(s) will assist in the development of alternate energy in Iowa.

### **27.3 Eligibility**

All member-owners of Iowa Lakes Electric Cooperative in all member-owner classes shall be eligible to participate in this program.

**Section 28 PRICES**

Price Classification and Assignment: Price classification and assignment shall be made by the Cooperative in accordance with the application and type of service provisions in its price schedules. Price schedules have been developed for the standard types of service provided by the Cooperative. If member-owner's request for service involves unusual circumstances, usage, or load characteristics not regularly encountered by the Cooperative, the Cooperative may assign a suitable price classification or enter into a contract for a specific term. Specific price schedules are available at the Cooperative's office.