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**RULES AND REGULATIONS**

These rules and regulations are designed to govern the supplying and receiving of electrical energy for good service, safety and the well being of the member-consumer and the Cooperative. They contain the 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 East-Central Iowa Rural Electric Cooperative of Urbana, Iowa, is a Cooperative corporation organized under the provisions of Chapter 490, Code of Iowa.

The Cooperative provides electric distribution service to approximately 6,200 member-consumers in Benton, Black Hawk, Bremer, Buchanan, Clayton, Delaware, Fayette, Iowa, Johnson, Linn, and Tama Counties, Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member-consumer has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the members-consumers by the members-consumers.

The principal office of the Cooperative is in 2400 Bing Miller Lane, Urbana, Iowa, and all records are retained at this office.

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

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

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

Rural areas in Benton, Black Hawk, Bremer, Buchanan, Clayton, Delaware, Fayette, Iowa, Johnson, Linn, and Tama Counties, Iowa. Inside corporate limits of Aurora, Dunkerton, Fairbank, Independence, La Porte City, Urbana, and Vinton.

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

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

- 1) General Manager
- 2) Member-Consumer Relations
- 3) Engineering Operations
- 4) Meter Tests and Repairs
- 5) Emergencies During Non-Office Hours
- 6) Franchises for Electric Lines
- 7) Certificates for Electric Generating Plants

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## Section 2 DEFINITIONS

### 2.1 Cooperative

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

### 2.2 Applicant

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

### 2.3 Member-Consumer

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

### 2.4 Board

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

### 2.5 Premises

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

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

### **3.1 Application**

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

### **3.2 Membership**

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

### **3.3 Member-Consumer Deposits (20.4(3); Iowa Code 476.20)**

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

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

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

The total deposit for any residential or commercial customer for a place which has previously received service shall not be greater than the highest billing of service for one month for the place in

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

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

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

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

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

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

A deposit shall be refunded after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment). For refund purposes the account shall be reviewed for prompt payment after twelve months of service following the making of the deposit and for each twelve-month interval terminating on the

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

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

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

### **3.36 Non-Compliance**

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

### **3.4 Right-of-Way--Applicant's Premises**

The applicant 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-consumer shall be dependent upon:

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

### 4.3 Classes

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

120/240 volt, single-phase, three wire  
120/240 volt, multi-phase, three wire delta  
120/240 volt, multi-phase, four wire delta  
120/208 volt, multi-phase, four wire wye  
240/480 volt, multi-phase, three wire delta  
240/480 volt, multi-phase, four wire delta  
277/480 volt, multi-phase, four wire wye  
2400 volt, multi-phase, three wire delta

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

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

### 4.4 Primary Voltage Services

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

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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-consumer must agree to comply with the terms and conditions of service contained in the Cooperative's tariff. In all cases, the Cooperative will construct, own and maintain all facilities up to the point of delivery. Interconnection costs for qualifying facilities (small power producers and co-generators) will be determined in accordance with the tariff terms and conditions for such facilities. Subject to payment of charges as set forth herein, the Cooperative will provide electric service to users on an area coverage basis, without regard to race, color, religion, sex, age, national origin or disability. The Cooperative will determine the price classification for each service.

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

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

#### 5.21 Definitions

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.

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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 Automated Staking Software which calculates an estimation based on actual costs from previous extensions 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.
4. Extension means a distribution or secondary line extension and a service line extension.
5. "Similarly situated customer" is defined as a customer whose annual consumption or service requirements, as defined by estimated annual revenue, are similar to other members with approximately the same annual consumption or service requirements.
6. 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 residence.
7. The point of delivery on overhead construction is defined as the end of the service drop where it is attached to the structure on which the meter is located. The point of delivery on underground construction is the point of attachment to the meter socket.
8. 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.

## 5.22 All Permanent Services

### A. Facility Extension

#### 1. Plant addition. (Including Line Extension)

The Cooperative will provide all electric plant at its cost and

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expense without requiring an advance for construction, except in those circumstances where extensive plant additions (see guidelines below) are required before the member can be served, or where the member will not attach within the agreed upon attachment period. In such instances, the Cooperative will require an advance for construction cost (refundable) from the member 30 days prior to the commencement of construction.

## **2. Facility Extensions Fees.**

The Cooperative will finance and make the extension without a contribution in aid of construction (CIAC), if the estimated construction costs is less than or equal to \$1000 for a single-phase service or \$2500 for a poly-phase service.

If the estimated construction cost is greater than the Cooperative construction allowance listed above, the member will contract with the Cooperative and deposit a contribution in aid of construction for construction equal to the estimated construction cost less the applicable Cooperative construction allowance, no less than 30 days prior to commencement of construction.

For new large C&I service line extensions requiring a capacity of 500 kVA or more, the CIAC will be evaluated by the Cooperative on a case-by-case basis.

The member-consumer will be responsible after initial installation by the Cooperative for labor and material to backfill any trench or excavation due to settling.

## **B. Refunds of Advance for Construction Costs**

A member-consumer making a contribution in aid of construction for a new extension will receive a monthly discount on their energy bill of two cents per kilowatt hour for 36 months, up to a maximum amount equal to the advance payment made for the contribution in aid of construction. At the end of the 36-month term, any contribution balance remaining would be forfeited by the member-consumer to the Cooperative.

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In the event a request for a new service is located within a line extension previously charged to the original requesting party of the original line extension – and the existing line is less than 5 years of age – the party requesting new service shall be charged an amount equal to a percentage of the footage from the previous starting point to the point of attachment of the new requested service point. The appropriate footage percent shall be used to calculate the amount of refund to the original party using the original cost of construction.

In the event a request for new service is beyond the ending point of the original line extension – and the original extension is less than 5 years of age – the request party may be charged costs equal to 50% of the original line extension. Additional costs associated with the requested line extension beyond the original extension shall be charged at the current Cooperative charge at the time of request.

In no case will the discount exceed the total advance payment made for the contribution in aid of construction.

If the use of service is discontinued before the credit balance is fully used, the applicant will automatically forfeit the credit balance to the Cooperative.

No interest will be paid by the Cooperative.

### 5.23 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.

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### 5.24 Extension Other Than Cooperative Design

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

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

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

### 5.25 Right-of-Way

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

### 5.26 Moving of Cooperative Facilities

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

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Title: President

Effective: May 1, 2015

payment for the move of facilities must be made before the move takes place.

### **5.27 Excess Facilities**

The Cooperative will install facilities adequate to meet the customer's anticipated load as a normal installation.

If the customer desires facilities in excess of a normal installation, the customer must contact the Cooperative to determine availability and possible charges.

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

### **5.31 Notification by Customer**

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

### **5.32 Space Requirement**

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

### **5.33 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.

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### **5.34 Electric Energy Sales Estimate**

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

### **5.35 New Structure Energy Conservation Standards**

See Section 22.5

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East-Central Iowa REC  
Electric Tariff  
Filed with Iowa Utilities Board

Section 5 SERVICE EXTENSIONS  
1st Revised Sheet No. 20  
Cancels Original Sheet No. \_\_\_\_\_

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**Section 5 Reserved for Future Use**

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Issued By: *Steve Rau*

Title: President

Effective: May 1, 2015

**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.

**6.2 Electric Service Refusal or Disconnection (20.4(15))**

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

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

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

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

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

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

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Title: President

Effective:

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

**(1) Reasonable Opportunity.**

The member-consumer will have a reasonable opportunity to dispute the reason for the disconnection or refusal.

**(2) 12 Day & 1 Day Notice.**

The member-consumer, and any other person or agency designated by the member-consumer, will be sent written notice that the member-consumer has at least 12 days in which to make settlement of the account to avoid disconnection and a written summary of the rights and responsibilities available.

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

All written notices will include a toll-free or collect telephone number where a Cooperative representative qualified to provide additional information about the disconnection can be reached. Each Cooperative

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representative will provide the representative's name and have immediate access to current, detailed information concerning the member-consumer's account and previous contacts with the Cooperative.

**(3) Summary of Member-Consumer Rights and Responsibilities.**

A copy of the Summary Rights and Responsibilities required to be provided to the member-consumer is contained in section 6.6 of this tariff.

**(4) Service Limitation.**

If the Cooperative has adopted a service limitation policy pursuant to Iowa Administrative Code 199--20.4(23), the following paragraph must be appended to the end of the standard form for the summary of rights and remedies, as set forth in section 6.6.

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

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

- (1) The minimum time period, as specified in the Cooperative's tariff, for the service limiter to remain in place prior to initiation of the disconnection procedure has elapsed;
- (2) The requirements of paragraph Iowa Administrative Code 199--20.4(15)"f," relating to in-person, telephone or posted notice, have been satisfied;
- (3) The requirements of Iowa Administrative Code 199--20.4(15)"d"(7) and (8), relating to time and

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temperature restrictions on disconnection are satisfied, to the extent applicable; and

(4) The requirements of Iowa Administrative Code 199--20.4(15)"d"(9), relating to health restrictions on disconnection are satisfied, to the extent applicable.

**(5) Diligent Attempt to Contact.**

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

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

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

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

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**(6) Disputed bill.**

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

**(7) Special circumstances.**

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

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

**(8) Severe cold weather.**

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

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any case where the Cooperative has posted a disconnect notice in compliance with subparagraph 20.4(15)“d”(5) but is precluded from disconnecting service because of a National Weather Service forecast, the Cooperative may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises above 20 degrees Fahrenheit and is forecasted to be above 20 degrees Fahrenheit for at least 24 hours, unless the member-consumer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision of paragraph 20.4(15)“d.”

The Cooperative will, prior to November 1, mail member-consumers a notice describing the availability of winter energy assistance funds and the application process. The notice will be of a type size that is easily legible and conspicuous and will contain the information set out by the state agency administering the assistance program. If the Cooperative is serving fewer than 25,000 member-consumers, it may publish the notice in a member-consumer newsletter in lieu of mailing. If the Cooperative is serving fewer than 6,000 member-consumers it may publish the notice in an advertisement in a local newspaper of general circulation or shopper’s guide.

**(9) Health of a resident.**

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

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

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

**(10) Winter energy assistance (November 1 through April 1).**

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

- e) **Abnormal electric consumption.** A member-consumer who is subject to disconnection for nonpayment of an electric bill, and who has electric consumption which appears to the member-consumer to be abnormally high, may request the Cooperative

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

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

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

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

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#### 6.4 Prior Indebtedness

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

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

#### 6.5 Resale of Energy

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

#### 6.6 Member-consumer Rights and Responsibilities to Avoid Disconnection (20.4(15) h3)

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

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

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

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

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

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

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

- a. Contact the local community action agency in your area: (see list below); or
- b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319; telephone (515) 281-0859. To prevent disconnection, you must contact the utility prior to disconnection of your service.
- c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify your utility that you may be eligible and have applied for energy assistance. Once your service has been disconnected, it will not be reconnected based on approval for energy assistance.
- d. Being certified eligible for energy assistance will prevent your electric service from being disconnected from November 1 through April 1.

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

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

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

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

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

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

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

a. You must be given a written notice at least 12 days before the utility service can be shut off for nonpayment. This notice will include the reason for shutting off your service.

**b. If you have not made payments required** by an agreed-upon payment plan, you may be disconnected with only one day notice.

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

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

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

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

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

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

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

**OPERATION THRESHOLD**

1535 Lafayette St.  
PO Box 4120  
Waterloo IA 50704  
Phone (319) 291-2065  
(Serving Black Hawk County)

**MID-IOWA COMMUNITY ACTION INC**

1001 S. 18<sup>th</sup> Ave  
Marshalltown IA 50158  
Phone (641) 752-7162 ext. 107  
(Serving Tama County)

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East-Central Iowa REC  
Electric Tariff  
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF SERVICE

2<sup>nd</sup> Revised Sheet No. 33  
Cancels 1<sup>st</sup> Sheet No. 33

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HAWKEYE AREA COMMUNITY  
ACTION PROGRAM  
PO Box 490  
1515 Hawkeye Dr.  
Hiawatha IA 52233  
Phone (319) 393-7811  
(Serving Benton, Linn, Iowa, and  
Johnson Counties)

OPERATION THRESHOLD  
1707 First St. East  
Independence IA 50644  
Phone (319) 334-6081  
(Serving Buchanan County)

NEICAC PROGRAM OFFICE  
305 Montgomery 2<sup>nd</sup> Floor  
PO Box 487  
Decorah IA 52101  
Phone (563) 382-9608  
(Serving Bremer, Clayton, and  
Fayette Counties)

OPERATION NEW VIEW  
1473 Central Ave  
Dubuque, IA 52001  
(563) 556-5130 ext. 11  
(Serving Delaware County)

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

### 7.1 Ownership

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

#### 7.11 Meter Location

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

#### 7.12 Meter Placement

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

#### 7.13 Multi-occupancy Premises (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.

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- in a facility designated for elderly or handicapped persons where utility costs are not apportioned to individual tenants.
- where individual metering was not required prior to 1966.
- with the approval of the Iowa Utilities Board.
- where impractical.

“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:

### 7.21 Self-Contained Metering

For loads not in excess of 200 amperes, the Cooperative may furnish the meter socket or meter pedestal and meter.

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### **7.22 Meter Loop Construction**

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

### **7.23 Current Transformer Installation**

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

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

The Cooperative may furnish and install a temporary meter loop to provide electric service for construction until a permanent meter loop is installed.

### **7.4 Primary Metering**

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

### **7.5 Meter Seals**

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

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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.

### 8.2 Specifications

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

#### 8.21 Self-Contained Metering

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

#### 8.22 Current Transformer Metering

If current metering is to be used, the member-consumer will terminate the conduit and cable in a fused disconnect or other disconnecting device on the Cooperative's service location metering point, which device will also house the Cooperative's current transformers. The Cooperative will 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

The Cooperative will develop a written agreement for installing an 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

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the developments that will have underground residential distribution and the written agreement will be signed by both parties before construction is undertaken.

### **8.31 Easements**

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

### **8.32 Grade**

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

### **8.33 Contribution-In-Aid for Construction Cost (non-refundable)**

The applicant or developer will make a contribution in aid of construction payment for line extensions:

Platted subdivision where developer contracts with the Cooperative to install all or a substantial portion of the electric distribution system, either overhead or underground, prior to actual or imminent need for electric service to individual lots.

The applicant or developer shall contract with the Cooperative and deposit prior to the commencement of construction a contribution in aid of construction for 80% of the estimated construction cost.

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#### **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 5.5 of this Tariff for charges associated with service extension.

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

The Cooperative may install and maintain underground electric facilities to the existing member-consumer if the proposed conversion of existing facilities to underground is determined to be reasonable and feasible by the Cooperative. In the event the requested relocation is in the long-term work plan of the Cooperative, the Member shall only pay the additional cost to the Cooperative to do the relocation when requested rather than as planned. Underground service may also be installed where additional capacity is required.

The member-consumer will make an additional payment equal to the difference in cost between the underground facility to be installed and the retirement value of the overhead facility to be removed. The proposed installation will be done at such time that will not unreasonably interfere with the service to other member-consumers and the payment made in advance of the construction.

If conversion is required by a governmental unit, the conversion cost will be charged to the governmental unit or to the Cooperative's members in the governmental unit, at the government's election. In the event the governmental unit elects that the customers within its boundaries are to be charged or fail to make an election, the conversion cost shall be collected on a per kWh basis from all members within the boundaries of the governmental unit as a Local Government Compliance Charge. However, such charges will not be assessed to the Cooperative's facilities located within the boundaries of the governmental unit.

The Cooperative reserves the right to reject an application for conversion or relocation if the installation requested is contrary to engineering, operating, construction, safety or legal standards.

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## Section 9 WIRING STANDARDS (20.2(4) 1)

### 9.1 Cooperative's Requirements

#### 9.11 Wiring Specifications

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

#### 9.12 Inspections

Normally the Cooperative inspects only the service entrance and meter location, but the Cooperative reserves the privilege, for protection of its facilities and safeguarding its service to others, to inspect the applicant's installation at any time and to refuse service whenever such installation, in its opinion fails to meet minimum safety and operating standards. No inspection by the Cooperative, nor failure to object to the member-consumer's installation, shall render the Cooperative liable for injury or damage resulting from any defective installation of member-consumer.

When a government agency requires permits for or an inspection of new installations, the Cooperative will not make service connections until such permit is obtained and the installation passes the required inspection.

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## 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.

## 9.3 Member-Consumer's Responsibility

### 9.31 Responsibility of Member-Consumer

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

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**Section 10 METER READING**

The Cooperative will read meters each month. Whenever, as a result of connection or disconnection of the service, the duration of the meter reading period for any customer is less than ninety percent of the normal meter reading period, the bill shall be prorated.

If an actual meter reading cannot be obtained, the Cooperative may render an estimated bill. Only in unusual cases, or when approval is obtained from the member-consumer, shall more than three consecutive estimated bills be rendered.

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

### **11.1 Billing Period**

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

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

### **11.2 Due Date**

The Cooperative will render the bills on or about the 15th day of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1.5% per month will be rendered on delinquent bills. If the due date falls on a Saturday, Sunday or a legal holiday, an additional working day will be allowed without a late payment charge if payment is made in the office. Each member-consumer shall be granted one complete forgiveness of a late payment penalty per calendar year.

#### **11.21 Bill**

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

#### **11.22 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.

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### **11.23 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.

### **11.24 Change of Date of Delinquency (20.4(12))**

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

### **11.3 Failure to Receive Bill**

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

### **11.4 Budget Billing (20.4(12))**

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

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

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(4) The monthly level payment plan amount will be 1/12 of the projected cost for the next 12 months subject to any adjustments discussed below.

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

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

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

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(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.

### **11.5 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.

### **11.6 Billing Information**

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

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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 sent to the member-consumer providing notification that the bill is delinquent, late payment charge will apply, and disconnection/collection procedures will be instituted as explained in Section 6.

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

**a. Availability of a first payment agreement.** When a residential member-consumer cannot pay in full a delinquent bill for electric service or has an outstanding debt to the utility for residential electric service and is not in default of a payment agreement with the Cooperative, then Cooperative will offer the member-consumer an opportunity to enter into a reasonable payment agreement.

**b. Reasonableness.** Whether a payment agreement is reasonable will be determined by considering the current household income, ability to pay, payment history including prior defaults on similar agreements, the size of the bill, the amount of time and the reasons why the bill has been outstanding, and any special circumstances creating extreme hardships within the household. The Cooperative may require the person to confirm financial difficulty with an acknowledgement from the department of human services or another agency.

#### **c. Terms of Payment Agreements**

##### **First Payment Agreement:**

The Cooperative will offer member-consumers who have received a disconnection notice or have been disconnected for 120 days or less and who are not in default of a payment agreement the option of spreading payments evenly over at least 12 months by paying specific amounts at scheduled times. The Cooperative will offer member-consumers who have been disconnected for more than 120 days and who are not in default of a payment agreement the option of spreading payments

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evenly over at least 6 months by paying specific amounts at scheduled times.

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

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

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

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

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**Second Payment Agreement:**

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

**Refusal by Cooperative:**

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

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## 12.2 Returned Checks, Drafts or Orders

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

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

## 12.3 Reconnection Charge Resulting From Nonpayment of Energy Account

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

- A. Payment of past due charges and late fees or payment in accordance with Subsection 12.11, if applicable, shall be made.
- B. The member-consumer shall pay a reconnection fee of \$100.00 if the trip is completed on regular time. An after hours charge of \$150.00 will apply if any part of the trip is on overtime.
- C. Before service is restored, bills shall be paid and/or the member-consumer shall make satisfactory credit arrangements at the office of the Cooperative.

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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.

#### 13.11 Limits

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

#### 13.12 New Meters

The Cooperative will accept a new meter for installation if the new meter's test results submitted by the meter manufacturer show that the meter registration meets the required accuracy limits.

### 13.2 Request Test

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

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

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

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### 13.21 Referee Tests

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

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

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

#### 13.31 Meter Error

Whenever a meter creeps or whenever a metering installation is found upon any test to have an average error of 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

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weight of four and the 10% of rated test current registration a weight of one.

### 13.32 Determination of Adjustment

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

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

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

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

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

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

### 13.33 Refunds

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

### 13.34 Back Billing

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

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

### 13.35 Overcharges

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

### 13.36 Undercharges (20.4(14)f.)

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

Neither section 13.34 nor 13.36 shall prevent the Cooperative from applying additional charges when the undercharge is the result of fraudulent practices of the member-consumer.

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

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

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

### **13.5 Special Metering Installation**

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

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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-consumers who have previously obtained electric service from the Cooperative.

### 14.1 Service Reconnection

Prior to the reconnection of any member-consumer who owes the Cooperative for any past electric service, the member-consumer shall pay the past due account for electric service, plus a deposit for service as per Section 3.31, or as may reasonably be required for service for short periods or special occasions, unless an agreement has been made as applies in Section 6.

### 14.2 Collection Agency

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

### 14.3 Patronage Dividend Deductions

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

### 14.4 Membership Deductions

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

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Issued: February 3, 2005

Proposed Effective: April 1, 2005

Issued By: William F. Frozier

Title: President

Effective: \_\_\_\_\_

## Section 15 TEMPORARY DISCONNECTS

### 15.1 Definitions

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

### 15.2 Availability

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

### 15.3 Charges

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

- A. The temporary disconnection shall not be for a period longer than 12 months. If longer than 12 months, the member-consumer shall be deemed to have voluntarily withdrawn from membership; the membership shall be canceled and any reconnection shall be considered as a new service.
- B. If the member-consumer requests service disconnected temporarily, and this disconnection is less than 12 months, in addition to the disconnection fee of \$100.00 and a reconnection fee of \$100.00 if the trips are completed on regular time, a designated Facility Charge for each month of avoided Facilities Charges will be paid prior to reconnecting the service in the same name or in the name of a proxy. An after hours charge of \$150.00 will apply if any part of the trip is on overtime.
- C. All amounts, due or past due, which the member-consumer owes the Cooperative, shall have been paid in full.

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Issued By: Steve Rau Title: President Effective: April 1, 2015

East-Central Iowa REC  
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Section 16 IDLE SERVICES  
\_\_\_\_\_ Revised Sheet No. 59  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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**Section 16 Reserved for Future Use**

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Issued By: William F. Frazier

Title: President

Effective: \_\_\_\_\_

## Section 17 SERVICE CALLS

### 17.1 Cooperative's Responsibility

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

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

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

### 17.2 Member-Consumer's Responsibility

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

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### 17.3 Charges

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

### 17.4 Trip Fee.

The Cooperative reserves the right to charge the member-consumer a fee when it is necessary for the Cooperative to travel to the member-consumer's premises to receive payment for a delinquent bill or for any reason other than the Cooperative's benefit.

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## Section 18 RELOCATION OF FACILITIES

### 18.1 Cooperative's Facilities

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

In the event the requested relocation is in the long-term work plan of the Cooperative, the Member shall only pay the additional cost to the Cooperative to do the relocation when requested rather than as planned.

The Cooperative will relocate its facilities originally placed on public property at the request of the governmental unit performing road widening or similar public projects in accordance with legal and regulatory requirements. Any franchise agreement between a governmental unit and the Cooperative shall take precedence over this provision.

The Cooperative reserves the right to reject an application for conversion or relocation if the installation requested is contrary to engineering, operating, construction, safety or legal standards.

### 18.2 Member-Consumer's Facilities

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

Should a member-consumer request the Cooperative to move poles, wires, anchors, or guys or other facilities belonging to the member-consumer, said move will be made only when the work load

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Issued By: *Steve Rau*

Title: President Effective: June 24, 2009

of the Cooperative will permit it and upon the condition that the member-consumer shall agree to pay all actual costs, including overhead charges, incidental to said move. In the event the requested relocation is in the long-term work plan of the Cooperative, the Member shall only pay the additional cost to the Cooperative to do the relocation when requested rather than as planned. A payment equal to the estimated costs shall be made in advance by said member-consumer. When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, a refund will be made to the member-consumer. When the advance is less than the actual costs incurred, the person will be sent a bill for the difference.

The Cooperative reserves the right to reject an application for conversion or relocation if the installation requested is contrary to engineering, operating, construction, safety or legal standards.

### **18.3 Moving of Buildings**

All persons moving houses, buildings, or other large objects along or through the Cooperative's distribution, secondary, or service lines, which move will require the assistance of the Cooperative's personnel, shall notify the Cooperative at least one week before the Cooperative is expected to move or remove Cooperative facilities.

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

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

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

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

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Issued By: *Steve Rau*

Title: President      Effective: June 24, 2009

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

**19.1 Cooperative Facilities**

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

**19.2 Meter Pole**

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

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

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

**19.4 Non-Liability of Cooperative**

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

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Title: President

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## Section 20 DAMAGE TO COOPERATIVE'S FACILITIES

### 20.1 Member-Consumer's Responsibility

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

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

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

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

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

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

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Section 21 LIGHTING SERVICES  
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Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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Title: President

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## Section 22 SPECIAL CONDITIONS OF SERVICE

### 22.1 Corrective Equipment

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

### 22.2 Arc Welding Installations

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

### 22.3 Requirements for Electric Motors

#### 22.31 Safety Requirements

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

#### 22.32 Protective Devices

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

### **22.33 Large Motor Applications**

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

### **22.34 Starting Equipment**

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

### **22.35 Maximum Single-Phase Loads**

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

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## 22.4 Standby Generators

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

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

## 22.5 New Structure Energy Conservation Standards (20.12)

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

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

### 23.1 Member-Consumer Complaints

Member-consumer complaints received by mail, telephone or in person shall be acted upon promptly. Telephone number (319) 443-4343 and (877) 850-4343 is answered continuously for the handling of problems or complaints of an emergency nature.

Telephone numbers (319) 443-4343 or (877) 850-4343 are answered 8:00 A.M. to 4:30 P.M., Monday through Friday, to handle routine business complaints and other communications.

Upon receipt of a complaint, it shall be promptly transmitted to the department assigned to handle complaints of such nature. Such action as necessary to resolve the problem shall be made promptly by mail, telephone or personal contact. 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-consumers unable to travel will not be denied the right to be heard. Provision is made for Cooperative personnel to contact member-consumers at their residence in the assigned service area during regular working hours.

### 23.2 Records

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

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

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

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## **Section 24 INSPECTION OF ELECTRICAL PLANT (25.3)**

### **24.1 Periodic Inspection**

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

### **24.2 Inspection Forms**

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

### **24.3 Filing**

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

### **24.4 Construction and Maintenance**

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

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

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Section 25 RESERVED FOR FUTURE USE  
3rd Revised Sheet No. 72  
Cancels 2nd Sheet No. 72

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**Section 25 Reserved for Future Use**

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(Section 29 is now Cogeneration & Small Power Production)

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Title: President

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## Section 26 ALTERNATE ENERGY PURCHASE PROGRAM

### Statement of Purpose

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

### Program Description

East-Central Iowa Rural Electric Cooperative (East-Central) obtains all of its wholesale power from Central Iowa Power Cooperative of Cedar Rapids, Iowa ("CIPCO"). East-Central will arrange for the payment of Alternate Energy through CIPCO which has been produced by alternate energy production facilities ("Alternate Energy") in amounts sufficient to meet the demand for Alternate Energy by East-Central's member-consumers through this Program.

The Program will allow East-Central members to enter into contracts for the purchase of Alternate Energy in 100 kWh blocks. The block will be made available to members in the form of an additional fee to the member's ordinary applicable energy rate, as set by the East-Central Board of Directors. This Alternate Energy Program fee will be added to the member's electric bill each month. The member bill forms will separately itemize the amount being charged to the customer for participating in the Program. Customers who purchase Alternate Energy through this Program will not be guaranteed that renewable energy will be delivered to their premises for use; but rather their purchase will cause Alternate Energy to be purchased by East-Central for delivery into the CIPCO system, from which customer is served.

### Program Effective Date

This program became effective on May 1, 2004, and customers will be able to subscribe to the Program effective as of said date. East-Central intends to

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accept subscriptions to the program from that date until notified by CIPCO to suspend the program, and will commence purchases of Alternate Energy June 1, 2004. Member-consumers who subscribe to the program will not be billed for any Alternate Energy until East-Central actually commences purchases of the same.

**Eligibility**

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

**Levels of Member Participation and Rate**

Members shall enter into a contract agreeing to purchase a specified number of blocks of Alternate Energy, with blocks being sold in 100 kWh blocks, with no minimum length of commitment. The monthly rate for new subscriptions to the Alternate Energy blocks shall be subject to adjustment on a quarterly basis. The current rate is \$2.10 per 100 kWh block per month. It is intended that this rate will generally mirror the rate East-Central pays for the Alternate Energy sold under this Program.

**Forms**

A sample customer notification has been previously provided to the Iowa Utilities Board, such notification was sent to all customers as a bill stuffer in March of 2003. In addition, East-Central intends to notify customers of the program in its newsletter, on its web page, at member meetings, and verbally in response to customer inquiries.

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Section 27 FORMS AND CONTRACTS  
\_\_\_\_\_ Revised Sheet No. 83  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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

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

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## Section 28 PRICES

### 28.1 Street Lighting.

#### **Availability.**

Streetlights are available in all residential and commercial development areas.

#### **Charges.**

#### **Member-Consumer and Cooperative Contributions.**

The Cooperative shall furnish and maintain photo controlled high-pressure sodium light, arm, electricity and labor to install light. Member-consumer agrees to purchase wood pole, wire, labor of hauling and setting pole, and installing and connecting wire to Cooperative's lines. Member-consumer agrees to a monthly rental fee in the amount of:

100 Watt High Pressure Sodium	\$7.50 per month
150 Watt High Pressure Sodium	\$9.25 per month
250 Watt High Pressure Sodium	\$9.50 per month
400 Watt High Pressure Sodium	\$9.75 per month
40 Watt LED	\$7.50 per month
70 Watt LED	\$9.25 per month

#### **Standard Wood Pole Installation.**

The Cooperative will furnish, install and maintain the photo electrically controlled light on a standard wood pole and reserves the right to remove it. The unit as installed remains the property of the Cooperative. The Cooperative will provide the energy used by the un-metered light and the member-consumer agrees to a monthly rental fee in the amount of:

100 Watt High Pressure Sodium	\$8.75 per month
150 Watt High Pressure Sodium	\$9.50 per month
250 Watt High Pressure Sodium	\$12.25 per month
400 Watt High Pressure Sodium	\$15.50 per month
250 Watt High Pressure Sodium Street/Metal Pole	\$22.75
40 Watt LED	\$8.75 per month
70 Watt LED	\$9.50 per month

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**Optional Metal or Non-Standard Wood Pole.**

Metal or non-standard wood poles may be installed if the member-consumer is willing to pay the difference between the cost of a non-standard pole and a standard wooden pole. In such cases the rates for Standard Wood Pole Installation shall apply.

**Tax Rider.**

See Rider Number 5.

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Issued By: *Steve Rau* Title: President Effective: May 1, 2012

## 28.2 Large Power Service.

Price Designation: 0003  
Type of Service: Multi-phase, 120/208Y, 277/480Y, 60 Hertz  
Service Area: All incorporated areas and rural areas

### Availability.

Applicable to the general service requirements of large commercial and institutional consumers of single business or institutional establishments for all power requirements, when all service is provided through one meter and at a single point-of-delivery and when the average monthly billing demand is 75 KW or greater.

### Character of Service.

Service will be furnished at the Cooperative's standard secondary voltage three phase, or at a primary voltage designated by the Cooperative as the service voltage available in the area for the size of load to be served. Additional transformers not located at the point -of-delivery and special voltage transformers for lighting and other purposes may be required to be owned and maintained by the consumer

### Rate per month.

Basic Service Charge: \$250.00 per month

Non-Coincident Demand per Month: \$11.00 per KW

### Plus energy charges of:

First 200 KWH per KW billing demand: \$.059 per KW

Balance KWH per KW billing demand: \$.057 per KW

### Power Factor:

A power factor correction charge may be implemented to maintain a minimum power factor of 95%.

### Tax Rider.

See Rider Number 5.

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Issued By: Steve Rau Title: President Effective: April 1, 2015

**Determination of Billing Demand.**

The billing demand shall be the maximum kilowatt demand established by the member-consumer for the period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor if applicable.

**Wholesale Power Cost Adjustment.** (Energy Cost Adjustment - ECA)  
See Wholesale Power Cost Adjustment - Rider No. 1

**Price Revision.**

If it becomes necessary by law or otherwise to revise the general price structure, the Cooperative reserves the right to adjust the above prices in the same overall percentage.

**Conditions of Service.**

1. Motors having a rating of 10 horsepower or more must be multi-phase.
2. Both power and lighting will be billed at the foregoing rate.
3. All wiring, pole line, and other electrical equipment beyond the metering point shall be considered to distribution maintained by the member-consumer.
4. Membership application and approval by the Board of Directors.

**Meter Reading.**

The Cooperative shall read the member-consumer's meter at the end of each month.

**Terms of Payment.**

The above charges are net. Bills will be rendered on or about the 15th of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1.5% per month will be rendered on delinquent bills. Each member-consumer shall be granted one complete forgiveness of a late payment penalty per calendar year.

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Issued: March 30, 2012

Proposed Effective: \_\_\_\_\_

Issued By: *Steve Rau*

Title: President Effective: May 1, 2012

### 28.3 Heat Plus.

Price Designation: 0007

Type of Service: 120/240 volt, single-phase and multi-phase 60 cycles, farm and non-farm residences, and small commercial establishments.

Service Area: All incorporated areas and rural areas.

#### Availability.

Available to all member-consumers who presently have or agree to install a Heat Plus fuel space heating system. Service will be provided by the Cooperative pursuant to the provisions above and to the following specific conditions.

- a. Service will be available for approved separately metered space heating installations meeting the Cooperative's space heating equipment, building insulation and wiring specifications, where electric service is used all power requirements, when all service is provided through one meter and at a single point-of-delivery and when the average monthly billing demand for the past calendar year is less than 75 KW. The member-consumer shall make provisions in their electrical wiring for the installation of a separate meter, if necessary, and for the switching equipment.
- b. The primary heating system must be electric and metered separately.
- c. The primary electric heating source must operate first, with the backup system operating only when the primary system is unable to satisfy the indoor thermostat setting.
- d. A premium electric water heater must be installed and provide 100% of the domestic water heating for the home (except for energy supplied from an electric heat pump desuperheater).
- e. The space heated by the primary electric system must be an area of 400 square feet or more.
- f. The member-consumer shall agree not to hold the Cooperative liable for any loss resulting from the failure of either heating system.

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Issued: August 28, 2013

Proposed Effective: April 1, 2005

Issued By: Steve Rau Title: President Effective: October 1, 2013



**Price Per Month.**

Basic Service Charge:

Single-Phase: \$3.75 per month (Billed During Heating Season)  
Multi-Phase: \$8.00 per month (Billed During Heating Season)

ALL kWh's per month @: \$0.0485

(Heating season covered by this rate is October 1 through May 31 usage)

**Tax Rider.**

See Rider Number 5.

**Meter Reading.**

The Cooperative shall read the member-consumer's meter at the end of each month.

**Terms of Payment.**

The above charges are net. Bills will be rendered on or about the 15th of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1.5% per month will be rendered on delinquent bills. Each member-consumer shall be granted one complete forgiveness of a late payment penalty per calendar year.

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Issued: August 28, 2013

Proposed Effective:

Issued By: *Steve Rau* Title: President Effective: October 1, 2013

#### 28.4 Rural Residential Time-of-Day Rate.

Price Designation: 0010  
Type of Service: Single Phase, 60 cycles, 120/240 Volts  
Service Area: All areas served by the Cooperative

##### **Availability.**

Applicable for service at 120/240 volts, single phase, through a single meter to a member using the Cooperative's standard service, or subject to the terms of a service contract and membership application which must be approved by the Board of Directors, and the service is subject to the provisions of the Cooperative Electric Service Standards.

##### **Metering.**

An additional member charge will be billed at a rate of \$0.0767 per day per meter or for comparison only, \$2.30 per meter per month. A meter will be used which is capable of measuring uses during the OFF Peak period as well as ON Peak periods. For the purpose of current history, the ON Peak hours will include hours from 4:00 p.m. to 9:00 p.m. daily, and OFF Peak hours will include all other hours other than hours stated above. The Cooperative reserves the right to change the ON Peak hours in accordance with system peak. The Cooperative will provide a 30-day notice of any change in ON Peak hours to members affected by such a change. The member agreeing to be put on a Time-of-Day Rate must maintain a minimum term of one (1) year.

##### **Price.**

The Time-of-Day price shall consist of the following components:

- |    |                       |                   |
|----|-----------------------|-------------------|
| 1. | Basic Service Charge: | \$38.50 per month |
| 2. | On-Peak Price:        | \$0.1970 per kWh  |
| 3. | Off-Peak Price:       | \$0.0585 per kWh  |

##### **Tax Rider.**

See Rider Number 5.

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Issued: March 30, 2012 Proposed Effective: \_\_\_\_\_

Issued By: *Steve Rau* Title: President Effective: April 1, 2015

**Determination of Peak Period.**

The period during which the On-Peak price is applied shall be 4:00 p.m. to 9:00 p.m. This period will be determined at least annually and may be changed upon 30-day notice to affected member-consumer.

**Terms of Payment.**

The above charges are net. Bills will be rendered on or about the 15th of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1 1/2% per month will be rendered on delinquent bills. Each member-consumer shall be granted one complete forgiveness of a late payment penalty per calendar year.

**Conditions of Service.**

No conditions other than membership application and approval by the Board of Directors.

**Wholesale Power Cost Adjustment.**

See Energy Adjustment Clause Rider - Rider No. 1

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Issued: March 30, 2012 Proposed Effective: \_\_\_\_\_

Issued By: *Steve Rau* Title: President Effective: May 1, 2012

**28.5 Urban Electric Residential Service.**

Price Designation: 0011  
Type of Service: Single Phase, 60 Hertz, 120/240 Volts  
Service Area: Designated incorporated and rural areas

**Availability.**

Available to residential members for service to their single-family residence, located in a designated residential development area of permanent, year-round, multiple residences with an approved and platted density of 30 or more residential lots, and a minimum of 30 active primary accounts. Applicable for service at 120/240 volts, single phase, through a single meter to a member using the cooperatives standard service, or subject to the terms of a service contract and membership application which must be approved by the Board of Directors and the service is subject to the provisions of the Cooperative Electric Service Standards. No resale of electric service is permitted hereunder.

**Price per month:**

Basic Service Charge: \$25.50 per month

All kWh's @: \$0.093

**Tax Rider.**

See Rider Number 5.

**Wholesale Power Cost Adjustment.** (Energy Cost Adjustment - ECA)  
See Wholesale Power Cost Adjustment - Rider No. 1

**Conditions of Service.**

No conditions other than membership application and approval by the Board of Directors.

**Meter Reading.**

The Cooperative will read the member-consumer's meter at the end of each month.

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Issued: March 30, 2012 Proposed Effective: \_\_\_\_\_

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East-Central Iowa REC  
Electric Tariff  
Filed with Iowa Utilities Board

Section 28 PRICES  
1st Revised Sheet No. 93  
Cancels Original Sheet No. 93

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**Terms of Payment.**

The above charges are net. Bills will be rendered on or about the 15<sup>th</sup> of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1½% per month will be rendered on delinquent bills. Each member-consumer shall be granted one complete forgiveness of a late payment penalty per calendar year.

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Issued: March 30, 2012 Proposed Effective: \_\_\_\_\_

Issued By: *Steve Rau* Title: President Effective: May 1, 2012

**28.6 Large Power Service – Optional Time-of-Day.**

Price Designation: 0016  
Type of Service: Multi-phase, 120/208Y, 277/480Y, 60 Hertz  
Service Area: All incorporated areas and rural areas

**Availability.**

Available to member-consumers located on or near Cooperative's multi-phase lines. Member-consumers having an average monthly billing demand of 300 kw or more during the 12 months of the latest calendar year for all power requirements when all service is provided though one meter at a single point-of-delivery.

**Monthly Price.**

**Basic Service Charge:** \$60.00 per month

**Demand Charges:**

On-peak demand charge: \$15.65 per on-peak billing demand

System demand charge: \$3.00 per maximum billing demand

**Energy Charges:**

First 200 kWh of on-peak billing demand: \$0.055 per kWh

Balance kWh per KW of on-peak billing demand: \$0.049 per kWh

(if on-peak billing demand is zero, all KWH are billed at \$0.049 per kWh)

**Tax Rider.**

See Rider Number 5.

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Issued: March 30, 2012 Proposed Effective: \_\_\_\_\_

Issued By: Steve Rau Title: President Effective: April 1, 2015

**Determination of Billing Demand.**

1. On-Peak Billing Demand – The maximum kilowatt demand established by the member-consumer for the period of fifteen (15) consecutive minutes during the month for which the bill is rendered, which occurs only in the 5-hour period from 4:00 p.m. to 9:00 p.m.
2. Maximum Billing Demand – The maximum kilowatt demand established by the member-consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered.

**Wholesale Power Cost Adjustment.** (Energy Cost Adjustment – ECA)  
See Wholesale Power Cost Adjustment – Rider No. 1

**Price Revision.**

If it becomes necessary by law or otherwise to revise the general rate structure, the Cooperative reserves the right to adjust the above rates in the same overall percentage.

**Power Factor adjustments.**

The member-consumer agrees to maintain 100% power factor as far as is practicable. The Cooperative reserves the right to measure the average power factor at any time. If the power factor is not measured, the Cooperative shall, upon request of the member-consumer, install power factor measuring equipment. If the power factor measuring equipment is installed, the billing demand shall be measured demand in KW multiplied by 95% and divided by the percent average measured power factor.

**Minimum Monthly Charge.**

The minimum monthly charge shall be the highest one of the following charges as determined for the member-consumer in question:

1. The minimum monthly charge specified in the contract for service.

**Conditions of Service.**

1. Motors having a rating of 10 horsepower or more must be multi-phase.

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2. Both power and lighting will be billed at the foregoing rate.
  
3. All wiring, pole line, and other electrical equipment beyond the metering point shall be considered to distribution system of the member-consumer and shall be furnished and maintained by the member-consumer.

**Terms of Payment.**

All of the above rates are net. The gross rates are 1 ½% higher than the net rates. In the event the current monthly bill is not paid within 20 days from the date of the bill, the gross rates shall apply

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Issued By: *Steve Rau* Title: President Effective: May 1, 2012



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Electric Tariff  
Filed with Iowa Utilities Board

Section 28 PRICES  
3rd Revised Sheet No. 97  
Cancels 2nd Sheet No. 97

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**28.7 Reserved for Future Use.**

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Issued By: *Steve Rau* Title: President Effective: May 1, 2012

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Section 28 PRICES  
2nd Revised Sheet No. 98  
Cancels 1st Sheet No. 98

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**Reserved for Future Use.**

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Proposed Effective: \_\_\_\_\_

Issued By: *Steve Rau* Title: President Effective: May 1, 2012

### 28.8 Small General Service.

Price Designation: 0020  
Type of Service: Single and Multiphase, 60 Hertz  
Service Area: All areas served by the Cooperative.

#### **Availability.**

Applicable to the general service requirements of small commercial and institutional consumers of single business or institutional establishments for all power requirements, when all service is provided through one meter and at a single point-of-delivery and when the average monthly billing demand for the past calendar year is less than 75 KW.

#### **Character of Service.**

Service will be furnished at the Cooperative's standard secondary voltage, single or three phase, at the distribution voltage of 480 volts or less. Special voltage transformers for lighting and other purposes may be required to be owned and maintained by the consumer.

#### **Price Per Month.**

**Basic Service Charge** where the transformer capacity is:

25 KVA or less	\$39.25 per month
Greater than 25KVA and less than 100KVA	\$46.50 per month
100 KVA but less than 500 KVA	\$71.00 per month
500 KVA or greater	\$129.50per month

#### **Energy Charge:**

First 12,000 kWh @: \$0.0914 per kWh  
Over 12,000 kWh @: \$0.086 per kWh

#### **Power Factor.**

A power factor correction charge may be implemented to maintain a minimum power factor of 95%.

#### **Tax Rider.**

See Rider Number 5.

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East-Central Iowa REC  
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Section 28 PRICES  
1st Revised Sheet No. 100  
Cancels Original Sheet No. 100

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**Terms of Payment.**

The above charges are net. Bills will be rendered on or about the 15th of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1.5% per month will be rendered on delinquent bills.

**Conditions of Service.**

No conditions other than membership application and approval by the Board of Directors.

**Wholesale Power Cost Adjustment:**

See Energy Adjustment Clause Rider - Rider No. 1

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Issued By: *Steve Rau* Title: President Effective: May 1, 2012

### 28.9 Communication Network Hubs.

Price Designation: 0023  
Type of Service: Single-phase, 60 cycles, 120/240 volts  
Service Area: All incorporated areas and rural areas.

#### Availability.

Applicable for service at 120/240 volts, single-phase service to a non-metered point of delivery specific only to communication network hubs using the Cooperative's standard service as described in this Tariff, all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

#### Charges.

Connection Charge: \$42.00 per unit  
Disconnect Charge: \$42.00 per unit

#### Monthly Charge.

Connection to existing service transformer:  
120 line unit: \$15.75 per month  
240 line unit: \$21.00 per month  
480 line unit: \$36.75 per month

Site Location requiring installation of service transformer:

An additional charge of \$17.00 per month will be added to the appropriate line unit monthly charge.

Associated monthly charges include 150 kWh for 120 line unit, 200 kWh for 240 line unit and 350 kWh for 480 line unit also includes energy cost adjustment charges.

Periodic review of charges will be addressed from time-to-time to determine adequate recovery of cost.

#### Tax Rider.

See Rider Number 5.

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Issued By: William F. Frozier Title: President Effective: April 1, 2009

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Electric Tariff  
Filed with Iowa Utilities Board

Section 28 PRICES  
\_\_\_\_\_ Revised Sheet No. 102  
Cancels \_\_\_\_\_ Sheet No. \_\_\_\_\_

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**Terms of Payment.**

The above charges are net. Bills will be rendered on or about the 15<sup>th</sup> of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1.5% per month will be rendered on delinquent bills.

**Conditions of Service.**

No conditions other than membership application and approval by the Board of Directors.

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Issued: March 25, 2009

Proposed Effective:

Issued By: William F. Frazier

Title: President Effective: April 1, 2009

**28.10 Rural Farm and Residential Service.**

Price Designation: 0031

Type of Service: Single-phase, 60 cycles, 120/240 volts, or multiphase four-wire delta 120/240, 240/480, Wye 120/208, 60 Hertz, farm and non-farm residence.

Service Area: All incorporated areas and rural areas.

**Availability.**

Applicable for service at 120/240 volts, single-phase service through a single meter to a member-consumer residing in a residential dwelling and/or producing a basic agricultural commodity; are subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

**Price per month.**

**Service Requirement:**

Basic Service Charge for single-phase service where transformer capacity:

15 KVA or less	\$36.50 per month
25 KVA thru 50 KVA	\$39.00 per month
75 KVA thru 167.5 KVA	\$52.00 per month

Basic Service Charge for multi-phase service: \$60.00 per month

First	1000 kWhs @	\$0.105
Over	1000 kWhs @	\$0.093

**Tax Rider.**

See Rider Number 5.

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**Terms of Payment**

The above charges are net. Bills will be rendered on or about the 15<sup>th</sup> of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1.5% per month will be rendered on delinquent bills. Each member-consumer shall be granted one complete forgiveness of a late payment penalty per calendar year.

**Conditions of Service.**

No conditions other than membership application and approval by the Board of Directors.

**Wholesale Power Cost Adjustment:**

See Energy Adjustment Clause Rider - Rider No. 1

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Issued By: *Steve Rau* Title: President Effective: May 1, 2012



**28.11 Parks and Recreational Area's Service.**

Price Designation: 0036  
Type of Service: Primary Single Phase 7,200 volt  
Service Area: Designated incorporated and rural areas

**Availability.**

Available to state and county park authorities for the purpose of providing electricity to seasonal recreational activity areas for use by the general public. The Cooperative will provide where necessary primary voltage service within a state or county owned and operated recreational area and place transformers in various locations as agreed on by the state, county authority and Cooperative to provide for a service secondary voltage of 120/240. The primary service shall be metered at one location. Multiple transformer installations will be billed as prescribed under the section "Rate per month" below. The state or county authority shall provide the Cooperative right-of-way and bear all cost related to clearing the right-of-way in preparation for the installation of the primary service and related cost of labor, equipment and future maintenance.

**Price per month.**

**Basic Service Charge:**

1½ KVA thru 15 KVA transformer month	\$20.00 per transformer per month
25 KVA thru 50 KVA transformer month	\$23.00 per transformer per month
75 KVA thru 167½ KVA transformer month	\$26.00 per transformer per month
All kWh's @:	\$0.102

**Tax Rider.**

See Rider Number 5.

**Wholesale Power Cost Adjustment.** (Energy Cost Adjustment - ECA)

See Wholesale Power Cost Adjustment - Rider No. 1

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**Conditions of Service.**

No conditions other than membership application and approval by the Board of Directors.

**Meter Reading.**

The Cooperative will read the member-consumer's meter at the end of each month.

**Terms of Payment.**

The above charges are net. Bills will be rendered on or about the 15<sup>th</sup> of each month. The bill is considered rendered when it is deposited in the U.S. Mail with postage prepaid. The bill is due when rendered. The bill is considered delinquent if not paid within 20 days. Late payment penalty of 1½% per month will be rendered on delinquent bills. Each member-consumer shall be granted one complete forgiveness of a late payment penalty per calendar year.

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Issued By: *Steve Rau*

Title: President

Effective: May 1, 2012

## 28.12 Security Lighting Service.

### Availability.

Security lights are available to all member-consumers. The Cooperative or the member will own the lights. The Cooperative will install, repair, or replace Cooperative-owned lights and reserves the right to remove them. The lights must be used automatically and be within 2 feet of the Cooperative's 120/240 volt service. The member-consumer must pay the cost of any additional wiring or poles.

### Charges.

- A. If the Cooperative owns the light and connects the light to the Cooperative's lines ahead of the member-consumer's meter, the member shall pay a rental fee in the amount of:

175 Watt Mercury Vapor Light	\$7.50 per month
400 Watt Mercury Vapor Light	\$9.75 per month
100 Watt High Pressure Sodium	\$7.50 per month
150 Watt High Pressure Sodium	\$9.25 per month
250 Watt High Pressure Sodium	\$9.50 per month
400 Watt High Pressure Sodium	\$9.75 per month
70 Watt High Pressure Sodium Flood Rental	\$7.50 per month
250 Watt High Pressure Sodium Leased Sign Light	\$9.00 per month
408 Watt Rental Decorative	\$8.75 per month
70 Watt LED Rental	\$9.25 per month
40 Watt LED Rental	\$7.50 per month
42 Watt Induction Rental	\$7.50 per month
Flashing Leased Light	\$6.75 per month
Leased Sign	\$9.25 per month

The State of Iowa Sales Tax shall be added to the total bill as determined in the above listed provisions. In the event any government taxing body shall impose any tax or change of any kind based on the amount of electricity sold under this schedule or upon receipts for such sales, the Cooperative will add the amount of tax or charge to the billing.

- B. If the member owns the light and the light is connected to the member's electric system, the member shall pay for the energy used to operate the light pursuant to Section 26 of this Tariff.

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Issued By: *Steve Rau* Title: President Effective: August 27, 2014

**Definitions.**

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

Public street and highway lighting service shall be defined as electric service, including photo-electrically controlled vapor-type lighting 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.

**Member-Consumer Permission.**

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

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Title: President Effective: May 30, 2012

### 28.13 Energy Adjustment Clause - Rider #1

Applicable to all rates and negotiated contracts excluding the Heat Plus.

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

#### Calculation of the Energy Factor:

The energy adjustment charge (EAC) shall be calculated to the nearest 0.01 cents per kWh as follows:

$$EAC = CYA + CF$$

CYA = the current year adjustment component, based upon full calendar year when the adjustment factor to be applied

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

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

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

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

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

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

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

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

PROCEDURES TO MONITOR AND MODIFY THE ADJUSTMENT FACTOR:

1. Prior to January of each year, the Cooperative will prepare and have a factor, "CYA", to be used for the following year based on the projected Purchased Power Cost and sales per kWh for the next year. The "CF" component will be based on the anticipated cumulative under or over collections as of the end of December of that year.
2. For the initial period of this procedure, the "CYA" will be based on the projected sales and power cost for the period beginning with the effective date of this procedure to the end of the current year. The "CF" will be based upon the projected under and over collection as of the effective date.
3. If at any time during the period of January 1 through December 31, the use of the "CYA" then in effect will result in a net under collection of the Cooperative's power costs by more than four percent (4%) of the latest estimate of the annual power costs calculated using the actual power costs incurred to date and the latest estimate of the power costs and sales for the remainder of the calendar year or a net over collection of such power costs by more than four percent (4%) of such estimate, the Cooperative may calculate a new "EAC" for the balance of the current calendar year designed to recover the Cooperative's power costs over the twelve-month period beginning with the date of adjustment.

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4. The Cooperative shall monitor the under and over collection on a monthly basis. At any time, when it appears that the necessary purchased power related revenue will not be collected in the remaining portion of the calendar year, the Cooperative may change to a new "EAC" base.

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Title: President

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**28.14 Energy Adjustment Clause - Rider #2**

Applicable to the Heat Plus Rate.

The energy adjustment charge shall provide for the change of the price per kilowatt hour consumed to equal the average cost per kilowatt hour delivered by the utility system based on the dual-fuel kilowatt hour cost as billed by Central Iowa Power Cooperative. Prior to each billing cycle, the Cooperative shall determine the adjustment amount to be charged for each energy unit consumed under the rates set forth by the Commission. The calculation shall be:

$$E = \frac{C}{Q} - B$$

- E  
O is the energy adjustment charge to be used in the next customer billing cycle rounded on a consistent basis to either the nearest 0.01 /KWH or 0.001 /KWH.
- C  
O is the energy only charge by the wholesale suppliers as recorded in Account 555 of the Uniform System of Accounts for the month in which E will be used.
- Q  
O is the total electric energy delivered for Dual Fuel Space Heating in KWH's by the Cooperative during the month in which the expense C is incurred.
- B  
is the amount of the electric energy cost included in the base rates of the Cooperative's rate schedules.

$$B = 0.0224 / \text{KWH}$$

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Title: President

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**28.15 Energy Adjustment Clause - Rider #4**

Applicable to the Interruptible Heat Plus Rate:

The energy adjustment charge shall provide for the change of the price per kilowatt hour consumed to equal the average cost per kilowatt hour delivered by the utility system based on the interruptible kilowatt hour cost as billed by Central Iowa Power Cooperative. Prior to each billing cycle, the Cooperative shall determine the adjustment amount to be charged for each energy unit consumed under the rates set forth by the Commission. The calculation shall be:

$$E = \frac{C}{Q} - B$$

E  
O is the energy adjustment charge to be used in the next customer billing cycle rounded on a consistent basis to either the nearest 0.01¢ /KWH or 0.001¢ /KWH.

C  
O is the energy only charge by the wholesale suppliers as recorded in Account 555 of the Uniform System of Accounts for the month in which E will be used.

O

Q  
O is the total electric energy delivered for Interruptible Fuel Space Heating in KWH's by the Cooperative during the month in which the expense C is incurred.

O

B is the amount of the electric energy cost included in the base rates of the Cooperative's rate schedules.

$$B = 0.0342 / \text{KWH}$$

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## 28.16 Electric Tax Adjustment Rider #5

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

### **Adjustment:**

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

**Iowa Sales Tax:** A state sales tax, as set forth in Section 422.43 of the Iowa Code, shall be applied to all billings for electric service, unless excepted under the provisions of Section 422.45, Iowa Code, and regulations applicable thereto.

### **Local Option Sales Tax:**

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

### **School Infrastructure Local Option Tax:**

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

### **Franchise Requirements:**

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

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## Section 29 COGENERATION AND SMALL POWER PRODUCTION

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

### 29.1 Availability

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

### 29.2 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

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

### **29.3 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 the Attached Appendix A.

#### **29.3.1 Application for Interconnection**

The applicant shall submit an application to the Cooperative, using either the Application form attached as Appendix B (Level 1 and 2 Application) or the Application form attached as Appendix D (Application form for Levels 3, and 4), depending upon the Level of review required.

#### **29.3.2 Acceptable Interconnection Standards**

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

- A. The member-consumer shall comply with acceptable standards for interconnection, safety, and operating reliability. Acceptable standards include the most current revisions of the following, as adopted in the Iowa Administrative Code section 199-15.10(1) in order to be eligible for interconnection to the Cooperative or G&T electric system:
  1. Standards for Interconnecting Distributed Resources with Electric Power Systems, 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 519-1992; and,

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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 70-2011.

- B. The member-consumer facility shall meet the standards for interconnection as set forth in the Model Interconnection Agreements and the attachments thereto. Said Model Agreements are attached hereto as Appendices B and E.
- C. The member-consumer shall agree to indemnify and defend the Cooperative and G&T and their representatives against liability for any injuries or damages caused by the operation of the member-consumer's equipment or by any failure of the member-consumer to maintain such equipment in satisfactory or safe operating condition. The member-consumer will arrange for and maintain liability insurance with limits of not less than those set forth in the attached appendices, 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 attached appendices.
- D. The member-consumer shall reimburse the Cooperative or G&T for costs incurred by the Cooperative or G&T for all costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Cooperative or G&T directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility (or qualifying alternate energy production facilities, or qualifying small hydro facilities), to the extent the costs are in excess of the corresponding costs which the Cooperative or G&T would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.
- E. The member-consumer shall agree to discontinue sales to Cooperative/G&T when, due to operational circumstances, purchases from the member-consumer will result in G&T costs greater than those

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which G&T would incur if it did not make such purchases, but instead generated an equivalent amount of energy, provided, however, that G&T shall notify the member-consumer within a reasonable amount of time to allow the member-consumer to cease the delivery of energy.

- F. The applicant and the Cooperative shall execute the applicable Model Interconnection Agreement prior to interconnection. In the event the applicant desires to sell any excess output from its facility to the Cooperative and/or G&T, a separate power purchase agreement shall be required for all interconnections except Level 1 and 2. For Levels 1 and 2 interconnections, the terms of purchase are set out on Attachment 2 to the Level 1 and 2 Standard Application Form and Interconnection Agreement.
- G. The member-consumer shall permit Cooperative or G&T representatives to enter upon member-consumer's property at any reasonable time for the purpose of inspecting or testing member-consumer's equipment, facilities or apparatus and the accuracy of the Cooperative or G&T's metering equipment, but such inspections shall not relieve the member-consumer of the obligation to maintain the member-consumer's facilities in satisfactory operating conditions. The Cooperative or G&T may charge the direct expense of such inspecting or testing of the member-consumer's equipment, facilities or apparatus to the member-consumer, unless the member-consumer can demonstrate the inspecting and testing was not necessary. The member-consumer shall adopt a program of inspection of the generator and its appurtenances and the interconnection equipment in order to determine necessity for replacement and repair.
- H. The member-consumer shall be responsible for the costs of installation and maintenance of any necessary power factor correction capacitors. Member-consumers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Member-consumers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- I. The member-consumer's electric generating equipment shall be designed; operated and maintained in such a manner that it does not

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adversely affect the Cooperative's or G&T's system or their service to their other members.

## **29.4 Rates for Purchased Power**

### **29.4.1 Rates for purchases by the member-consumer from the Cooperative**

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

### **29.4.2 Rates for purchases from member-consumer**

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

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

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

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

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

### **29.4.3 Wheeling Charges**

Cooperative/G&T may provide a wheeling service to a facility interconnected to its electric delivery system. Any charges for the wheeling of power will be determined by the Cooperative/G&T and in accordance with any applicable regulations. In addition, Cooperative/G&T reserve(s) the right to refuse to wheel power where its existing facilities do not have adequate capacity and the member-consumer refuses to pay the costs to upgrade those facilities. If a qualifying facility agrees, the

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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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## Appendix A - 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 100 kVA or less; and
- c. The distributed generation facility is inverter-based; and
- d. The member-consumer interconnection equipment proposed for the distributed generation facility is lab-certified; and
- e. No construction of facilities by the cooperative or G&T shall be required to accommodate the distributed generation facility.

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

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

### Level 2

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

- a. The applicant has filed a Level 2 application; and
- b. The nameplate capacity rating is 100 kVA or less; and
- c. The interconnection equipment proposed for the distributed generation facility is lab-certified; and
- d. The proposed interconnection is to a radial distribution circuit or a spot network limited to serving one member-consumer; and

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- e. Construction of facilities by the cooperative or G&T is required to accommodate the distributed generation facility.

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
- 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 is required to construct 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 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.

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:

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- (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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**Appendix B – Level 1 and 2 standard application form and distributed generation interconnection agreement**

LEVEL 1 and 2:  
STANDARD APPLICATION FORM AND INTERCONNECTION AGREEMENT

Interconnection Request Application Form and  
Conditional Agreement to Interconnect  
(For Lab-Certified Inverter-Based Distributed Generation Facilities 100 kVA or  
Smaller)

AN APPLICATION FEE OF \$50 MUST BE SUBMITTED WITH THE  
APPLICATION

Interconnection Applicant Contact Information: (Applicant must be owner or  
Lessee of the facility)

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Alternate Contact Information (if different from Applicant):

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Equipment Contractor:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
License number (if applicable): \_\_\_\_\_  
Active License? (if applicable) Yes  No

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Electrical Contractor (if Different from Equipment Contractor):

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ Evening): \_\_\_\_\_

Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

License number: \_\_\_\_\_

Active License? Yes \_\_\_ No \_\_\_

Third Party Information (only complete this section if the facility is to be located on the premise of someone other than the applicant):

Location of proposed facility: \_\_\_\_\_

Name of Customer at said location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_

Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Intent of Generation

Please explain the intended use of the generation to be produced by the facility:

- Offset Load (Unit will operate in parallel, but will not export power to Cooperative) (If this option is selected, the Cooperative will not purchase any portion of the generation facility output and Attachment 2 is not applicable)
  - Self-Use and Sales to the Cooperative (Unit will operate in parallel and may export and sell excess power to Cooperative pursuant to the Cooperative's tariff and the terms set forth in Attachment 2)
  - Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)
  - (Note: Back-up units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.)(Under this option, the Cooperative will not purchase any portion of the generation facility output and Attachment 2 is not applicable)
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- Sale of generation output to customer upon whose premise the facility is located and export and sell any excess power to the Cooperative, which sales may require a separate point of interconnection, metering, and power purchase agreement.
- Other: (Please Explain): \_\_\_\_\_

**Distributed Generation Facility (“Facility”) Information**

Facility Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cooperative serving Facility site: \_\_\_\_\_

Account Number of Facility site (existing cooperative member-consumers):

\_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Is the inverter lab-certified as that term is defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation (199 IAC 45.1)?

Yes \_\_\_ No \_\_\_

(If yes, attach manufacturer’s technical specifications and label information from a nationally recognized testing laboratory.)

Generation Facility Nameplate Rating:

\_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

Energy Source: Wind \_\_\_ Solar \_\_\_ Biomass \_\_\_ Hydro \_\_\_

Diesel \_\_\_ Natural Gas \_\_\_ Fuel Oil \_\_\_

Other: \_\_\_\_\_

Energy Converter Type: Wind Turbine \_\_\_ Photovoltaic Cell \_\_\_

Fuel Cell \_\_\_ Reciprocating Engine \_\_\_

Other: \_\_\_\_\_

Commissioning Test Date: \_\_\_\_\_

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(If the Commissioning Test Date changes, the interconnection member-consumer must inform the Cooperative as soon as it is aware of the changed date.)

Disconnect Switch: Identify type and location of disconnect switch: \_\_\_\_\_

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Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification and should be carefully considered by the interconnection member-consumer. **The interconnection member-consumer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance.**

Other Facility Information

One-Line Diagram – A basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols.

One-Line Diagram attached: \_\_\_ Yes

Plot Plan – A map showing the distributed generation facility's location in relation to streets, alleys, or other geographic markers.

Plot Plan attached: \_\_\_ Yes

**Customer Signature**

I hereby certify that: (1) I have read and understand the terms and conditions, which are attached hereto by reference; (2) I hereby agree to comply with the attached terms and conditions; and (3) to the best of my knowledge, all of the information provided in this application request form is complete and true.

Applicant Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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This Application Form and Interconnection Agreement is comprised of: 1) the Level 1 Standard Application Form and Interconnection Agreement; 2) the Attachment 1 setting forth the Terms and Conditions for Interconnection; 3) the Attachment 2 setting forth the terms for purchases by the Cooperative from the distributed generation facility, when applicable; and 4) the Certificate of Completion

NOTE: If the Certificate of Completion is not completed and returned to the Cooperative within 12 months following the Cooperative's dated conditional agreement to interconnect below, this Application Form and Interconnection Agreement will automatically terminate and be of no further force and effect.

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**Conditional Agreement to Interconnect Distributed Generation Facility**

Receipt of the application fee, if any, is acknowledged and, by its signature below, the Cooperative has determined the interconnection request is complete. Interconnection of the distributed generation facility is conditionally approved contingent upon the attached terms and conditions of this Agreement, the return of the attached Certificate of Completion, duly executed verification of electrical inspection and successful witness test. Note that to the extent the Interconnection Customer wishes the Cooperative to purchase any output from the interconnected generation facility, a separate power purchase agreement shall be required.

Cooperative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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ATTACHMENT 1

Level 1 and 2: Standard Interconnection Agreement

Terms and Conditions for Interconnection

- 1) Construction of the Distributed Generation Facility. The interconnection member-consumer may proceed to construct (including operational testing not to exceed 2 hours) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the Cooperative.
  
- 2) Final Interconnection and Operation. The interconnection member-consumer may operate the distributed generation facility and interconnect with the Cooperative's electric distribution system after all of the following have occurred:
  - a. Electrical Inspection: Upon completing construction, the interconnection member-consumer shall cause the distributed generation facility to be inspected by the local electrical inspection authority who shall establish that the distributed generation facility meets local code requirements.
  - b. Certificate of Completion: The interconnection member-consumer shall provide the Cooperative with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection member-consumer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
  - c. The Cooperative has completed its witness test as per the following:
    - i. The interconnection member-consumer shall provide the Cooperative at least 15 business days' notice of the planned commissioning test for the distributed generation facility. Within 10 business days after the commissioning test, the Cooperative may, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and operating as designed and in accordance with the requirements of IEEE 1547.
    - ii. If the Cooperative does not perform the witness test within the 10 business days after the commissioning test or such other time as is mutually agreed to by the Parties, the

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witness test is deemed waived, unless the Cooperative cannot do so for good cause. In these cases, upon Cooperative request, the interconnection member-consumer shall agree to another date for the test within 10 business days after the original scheduled date.

- 3) IEEE 1547. The distributed generation facility shall be installed, operated and tested in accordance with the requirements of The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems," as well as any applicable federal, state, or local laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.
- 4) Access. The Cooperative must have access to the isolation device or disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the Cooperative shall provide notice to the member-consumer prior to using its right of access.
- 5) Metering. Any required metering shall be installed pursuant to the Cooperative's metering rules filed with the Iowa Utilities Board under subrule 199 IAC 20.2(5).
- 6) Disconnection. The Cooperative may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
  - a. For scheduled outages, provided that the distributed generation facility is treated in the same manner as Cooperative's load member-consumers;
  - b. For unscheduled outages or emergency conditions;
  - c. If the distributed generation facility does not operate in the manner consistent with this Agreement or the applicable requirements of 199 IAC Chapters 15 or the Cooperative's tariff;
  - d. Improper installation or failure to pass the witness test;
  - e. If the distributed generation facility is creating a safety, reliability or a power quality problem;
  - f. The interconnection equipment used by the distributed generation facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved;

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- g. Unauthorized modification of the interconnection facilities or the distributed generation facility; or
  - h. Unauthorized connection to the Cooperative's electric system.
  
- 7) Indemnification. The interconnection member-consumer shall indemnify and defend the Cooperative and the Cooperative's directors, officers, employees, and agents from all claims, damages and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection member-consumer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection member-consumer's willful misconduct or breach of this Agreement. The Cooperative shall indemnify and defend the interconnection member-consumer and the interconnection member-consumer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the Cooperative's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the Cooperative's willful misconduct or breach of this Agreement.
  
- 8) Insurance. The interconnection member-consumer shall provide the Cooperative with proof that it has a current homeowner's insurance policy or other general liability policy. The interconnection member-consumer agrees to provide the Cooperative with at least 30 calendar days' advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Agreement and may be required to show proof of insurance on an annual basis.
  
- 9) Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, provided that in no event shall death, bodily injury or third-party claims be construed as indirect or consequential damages.
  
- 10) Termination. This Agreement will remain in effect until terminated and may be terminated under the following conditions:
  - a. By interconnection member-consumer - The interconnection member-consumer may terminate this interconnection agreement by providing written notice to the Cooperative. If the interconnection

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member-consumer ceases operation of the distributed generation facility, the interconnection member-consumer must notify the Cooperative.

- b. By the Cooperative - The Cooperative may terminate this Agreement without liability to the interconnection member-consumer if the interconnection member-consumer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to in writing prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection member-consumer receives notice of its violation from the Cooperative.
- 11) Modification of Distributed Generation Facility. The interconnection member-consumer must receive written authorization from the Cooperative before making any changes to the distributed generation facility that could affect the Cooperative's distribution system. If the interconnection member-consumer makes such modifications without the Cooperative's prior written authorization, the Cooperative shall have the right to disconnect the distributed generation facility.
- 12) Permanent Disconnection. In the event the Agreement is terminated, the Cooperative shall have the right to disconnect its facilities or direct the interconnection member-consumer to disconnect its distributed generation facility.
- 13) Disputes. Each Party agrees to attempt to resolve all disputes regarding the provisions of this Agreement that cannot be resolved between the two Parties pursuant to the dispute resolution provisions found in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.12). However, Cooperative's agreement to utilize the dispute resolution provisions of the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
- 14) Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa. Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the interconnection member-consumer.

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- 15) Survival Rights. This Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
- 16) Assignment/Transfer of Ownership of the Distributed Generation Facility. This Agreement shall terminate upon the transfer of ownership of the distributed generation facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the Cooperative in writing prior to the transfer of ownership.
- 17) Definitions. Any term used herein and not defined shall have the same meaning as the defined terms used in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1). However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
- 18) Notice. The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given when receipt is confirmed after notices are delivered in person, delivered by recognized national courier service, or sent by first-class mail, postage prepaid, return receipt requested to the person specified below:

If Notice is to Interconnection Customer:

Use the contact information provided in the interconnection member-consumer's application. The interconnection member-consumer is responsible for notifying the Cooperative of any change in the contact party information, including change of ownership.

If Notice is to Cooperative:

Use the contact information provided below. The Cooperative is responsible for notifying the interconnection member-consumer of any change in the contact party information.

Name: \_\_\_\_\_

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Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

- 19) Interruptions. The Cooperative is not responsible for any lost opportunity or other costs incurred by the interconnection member-consumer as a result of an interruption of service.
- 20) Operator. The interconnection member-consumer shall designate an operator who will be responsible for day-to-day operations of the distributed generation facility and available for communication on a 24 hour per day/7 day per week basis with Cooperative, G&T, the Local Balancing Authority, MISO and other applicable entities with jurisdiction over the operation of the Facility and Cooperative's System.

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ATTACHMENT 2

Level 1 and 2: Standard Interconnection Agreement

Terms of Cooperative Purchases from Distribution Facility

1. Agreement to Purchase. In the event the Interconnecting Customers selects the option of Self-Use and Sales to the Cooperative on the Application Form or sale of generation output to customer upon whose premise the facility is located, then the Cooperative agrees to purchase from the Interconnection Customer such excess energy and capacity as may be available for purchase by the Interconnection Customer's facility and which Interconnection Customer desires to sell to Cooperative. Cooperative acknowledges that Interconnection Customer may utilize some of the energy Interconnection Customer generates as it is being generated and the Cooperative understands that it will only purchase such excess as Interconnection Customer delivers to Cooperative.

2. Rates

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

The price(s) for purchases from qualifying facility (as defined above) and with a design capacity of 5 to 100 kilowatts will be at an amount equal to or greater than the Cooperative's avoided cost. Since the Cooperative purchases all of its electric power requirements from G&T, the Cooperative's avoided cost is similar to that of G&T. The rate options are set forth on the attached G&T Price Schedule C. This price may be subject to change as the Cooperative's avoided cost changes. Estimated changes are reflected on the attached Price Schedule for the next several years; but these are simply estimates and the actual Price changes may be different than these estimates.

3. Metering. The Cooperative will install metering equipment at the point of service to the QF Facility of one of the following types:

a. Metering capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the QF and from the QF to the Cooperative, with each directional energy flow recorded independently.

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3.2. Metering capable of measuring power flows in each direction on an hourly or other real-time basis.

The Cooperative shall have the opportunity to collect all reasonable costs of metering necessary to allow for sales to the Cooperative from the Member-Consumer.

4. The QF shall be responsible for payment of any applicable service charge or other applicable charges approved by the Board of Directors that are not collected on the basis of metered registration.

For charges collected on the basis of metered registration, the Cooperative shall, for each monthly billing period, determine the net meter registration of the QF by comparing the directional energy flow in each direction.

Facilities Eligible for Net Metering Option Nameplate under 40KW  
After July 23, 2014, Facilities Eligible for Net Metering Option Nameplate under 5KW

The availability of this optional rate is subject to a total facility cap of 250 kW of nameplate capacity on the Cooperative's system.  
(The total facility cap of 250kW has been met as of 10-30-2014)

East-Central Iowa REC will not offer a discounted rate on an interconnected account, for example an electric heat rate. Should a member wish to install an AEP facility, and currently has a discounted rate being billed, the member will need to convert their discounted service to their main meter to have an approved net metered AEP facility connected.

5. Applicable to Net Metered Accounts Only

5.1. If the net meter registration shows that the deliveries of energy in kWh from the QF to the Cooperative exceed the deliveries of energy in kWh from the Cooperative to the QF, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the QF has carried over a Net Metering Credit from one or more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

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- 5.2 If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the QF exceed the deliveries of energy in kWh from the QF to the Cooperative, the QF shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the rate applicable to its type or class of electric service.
- 5.3 The Cooperative shall not be required to convert the Net Metering Credit to cash at any time during the year; however, the total Net Metering Credit existing at the end of each year, expressed in kWh, shall be converted to cash by the Cooperative at a rate equal to Cooperative's avoided cost for that year as defined in the PURPA regulations.
6. The net metering arrangement provided to Member-Consumer herein is for the purposes of promoting small-scale renewable generation facilities, such as the facility owned by Member-Consumer. The parties agree that all kWh's delivered by the QF to the Cooperative shall be deemed to have been purchased by Cooperative at the point of delivery, even though the Cooperative shall have given the Member-Consumer Net Metering Credits rather than a cash payment for the same. In addition, such purchases shall include the purchase of any "green tags," renewable energy credits, or other environmental attributes associated with the purchase of renewable energy.
7. Interconnection Facilities
- 7.1 The interconnection member-consumer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The Cooperative shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with the Cooperative's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 7.2 The interconnection member-consumer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.
- 7.3 Distribution Upgrades –  
The Cooperative shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection member-consumer whose distributed generation facility caused the need for the distribution upgrades.
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ATTACHMENT 3

Level 2: Standard Interconnection Agreement

Description, Costs and Time Required to  
Build and Install the Cooperative's Interconnection Facilities

This attachment is to be completed by the Cooperative and shall include the following:

1. Required interconnection facilities, including any required metering.
2. An estimate of itemized costs charged by the Cooperative for interconnection, including overheads, based on results from prior studies.

**An estimate for the time required to build and install the Cooperative's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.**

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**Appendix C – Standard certificate of completion**

CERTIFICATE OF COMPLETION

(To be completed and returned to the Cooperative when installation is complete and final electric inspector approval has been obtained – Use contact information provided on the Cooperative’s web page for generator interconnection to obtain mailing address/fax number/e-mail address)

Interconnection Customer Information:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Installer: \_\_\_\_\_ Check if owner-installed:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Final Electric Inspection and Interconnection Customer Signature

The distributed generation facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector’s form indicating final approval is attached. The interconnection member-consumer acknowledges that it shall not operate the distributed generation facility until receipt of the final acceptance and approval by the Cooperative as provided below.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of interconnection member-consumer)

Printed Name: \_\_\_\_\_

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Check if copy of signed electric inspection form is attached: \_\_\_\_  
Check if copy of as built documents is attached (projects larger than 39.5 kVA only): \_\_\_\_

.....  
Acceptance and Final Approval for Interconnection (for cooperative use only)

The interconnection agreement is approved and the distributed generation facility is approved for interconnected operation upon the signing and return of this Certificate of Completion by Cooperative:

Electric Distribution Company waives Witness Test?  
(Initial) Yes (\_\_\_\_) No (\_\_\_\_)

If not waived, date of successful Witness Test:  
\_\_\_\_\_ Passed: (Initial) (\_\_\_\_)

Cooperative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Appendix D – Levels 3 and 4: standard application form**

LEVELS 3 and 4:  
STANDARD INTERCONNECTION REQUEST APPLICATION FORM  
(For Distributed Generation Facilities 10 MVA or less)

Interconnection Customer Contact Information:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Alternative Contact Information (if different from Customer Contact Information):

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Facility Address (if different from above): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Cooperative serving Facility site: \_\_\_\_\_  
Account Number of Facility site (existing cooperative member-consumers):  
\_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Equipment Contractor:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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Electrical Contractor (if different from Equipment Contractor):

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
License Number: \_\_\_\_\_

Electric Service Information for Customer Facility where Generator will be Interconnected:

Capacity: \_\_\_\_\_ (Amps) Voltage: \_\_\_\_\_ (Volts)  
Type of Service:  Single Phase  Three Phase

If 3 Phase Transformer, Indicate Type:  
Primary Winding  Wye  Delta  
Secondary Winding  Wye  Delta

Transformer Size: \_\_\_\_\_ Impedance: \_\_\_\_\_

Intent of Generation

- Offset Load (Unit will operate in parallel, but will not export power to Cooperative)
- Self-Use and Sales to the Cooperative (Unit will operate in parallel and may export and sell excess power to Cooperative pursuant to the Cooperative's tariff and a separate power purchase agreement to be executed by the parties)
- Wholesale Market Transaction (Unit will operate in parallel and participate in MISO or other wholesale power markets pursuant to separate requirements and agreements with MISO or other transmission providers, and applicable rules of the Federal Energy Regulatory Commission)
- Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)  
(Note: Back-up units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.)

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— Other: (Please Explain):  
\_\_\_\_\_  
\_\_\_\_\_

#### Generator & Prime Mover Information

Energy Source (Hydro, Wind, Solar, Process Byproduct, Biomass, Oil, Natural Gas, Coal, etc.):  
\_\_\_\_\_

Energy Converter Type (Wind Turbine, Photovoltaic Cell, Fuel Cell, Steam Turbine, etc.): \_\_\_\_\_

Generator Size: \_\_\_\_\_ kW or \_\_\_\_\_ kVA Number of Units: \_\_\_\_\_

Total Capacity: \_\_\_\_\_ kW or \_\_\_\_\_ kVA and \_\_\_\_\_ (AC Volts)

Generator Type (Check one):

Induction  Inverter  Synchronous  Other: \_\_\_\_\_

#### Requested Procedure Under Which to Evaluate Interconnection Request

Please indicate below which review procedure applies to the interconnection request. The review procedure used is subject to confirmation by the Cooperative.

— Level 3 – Distributed generation facility does not export power. Nameplate capacity rating is less than or equal to 50 kVA if connecting to area network or less than 150 kVA if connecting to a radial distribution feeder. (Application fee amount is \$500 plus \$1.00 per kVA.)

— Level 4 – Nameplate capacity rating is less than or equal to 10 MVA and the distributed generation facility does not qualify for a Level 1, Level 2, or Level 3 review, or the distributed generation facility has been reviewed but not approved under a Level 1, Level 2, or Level 3 review. (Application fee amount is \$1,000 plus \$1.00 per kVA, to be applied toward any subsequent studies related to this application.)

Note: Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to Appendix A of the Cooperative's tariff.

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Distributed Generation Facility Information:

Commissioning Test Date: \_\_\_\_\_

List interconnection components/systems to be used in the distributed generation facility that are lab-certified.

Component/System	NRTL Providing Label & Listing
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Please provide copies of manufacturer brochures or technical specifications.

Energy Production Equipment/Inverter Information:

\_\_\_ Synchronous \_\_\_ Induction \_\_\_ Inverter \_\_\_ Other: \_\_\_\_\_  
Rating: \_\_\_\_\_ kW Rating: \_\_\_\_\_ kVA  
Rated Voltage: \_\_\_\_\_ Volts  
Rated Current: \_\_\_\_\_ Amps  
System Type Tested (Total System): \_\_\_ Yes \_\_\_ No; attach product literature

For Synchronous Machines:

Note: Contact Cooperative to determine if all the information requested in this section is required for the proposed distributed generation facility.

Manufacturer: \_\_\_\_\_  
Model No.: \_\_\_\_\_ Version No.: \_\_\_\_\_  
Submit copies of the Saturation Curve and the Vee Curve  
\_\_\_ Salient \_\_\_ Non-Salient  
Torque: \_\_\_\_\_ lb-ft Rated RPM: \_\_\_\_\_ Field Amperes: \_\_\_\_\_ at rated generator voltage and current and \_\_\_\_\_ % PF over-excited  
Type of Exciter: \_\_\_\_\_  
Output Power of Exciter: \_\_\_\_\_  
Type of Voltage Regulator: \_\_\_\_\_  
Locked Rotor Current: \_\_\_\_\_ Amps Synchronous Speed: \_\_\_\_\_ RPM  
Winding Connection: \_\_\_\_\_ Min. Operating Freq./Time: \_\_\_\_\_  
Generator Connection: \_\_\_ Delta \_\_\_ Wye \_\_\_ Wye Grounded

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Direct-axis Synchronous Reactance: (Xd) \_\_\_\_\_ ohms  
 Direct-axis Transient Reactance: (X'd) \_\_\_\_\_ ohms  
 Direct-axis Sub-transient Reactance: (X''d) \_\_\_\_\_ ohms  
 Negative Sequence Reactance: \_\_\_\_\_ ohms  
 Zero Sequence Reactance: \_\_\_\_\_ ohms  
 Neutral Impedance or Grounding Resister (if any): \_\_\_\_\_ ohms

For Induction Machines:

Note: Contact Cooperative to determine if all the information requested in this section is required for the proposed distributed generation facility.

Manufacturer: \_\_\_\_\_  
 Model No.: \_\_\_\_\_ Version No.: \_\_\_\_\_  
 Locked Rotor Current: \_\_\_\_\_ Amps  
 Rotor Resistance (Rr): \_\_\_\_\_ ohms Exciting Current: \_\_\_\_\_ Amps  
 Rotor Reactance (Xr): \_\_\_\_\_ ohms Reactive Power Required: \_\_\_\_\_  
 Magnetizing Reactance (Xm): \_\_\_\_\_ ohms \_\_\_\_\_ VARs (No Load)  
 Stator Resistance (Rs): \_\_\_\_\_ ohms \_\_\_\_\_ VARs (Full Load)  
 Stator Reactance (Xs): \_\_\_\_\_ ohms  
 Short Circuit Reactance (X''d): \_\_\_\_\_ ohms  
 Phases: \_\_\_ Single \_\_\_ Three-Phase  
 Frame Size: \_\_\_\_\_ Design Letter: \_\_\_\_\_ Temp. Rise: \_\_\_\_\_ °C.

Reverse Power Relay Information (Level 3 Review Only):

Manufacturer: \_\_\_\_\_  
 Relay Type: \_\_\_\_\_ Model Number: \_\_\_\_\_  
 Reverse Power Setting: \_\_\_\_\_  
 Reverse Power Time Delay (if any): \_\_\_\_\_

Additional Information For Inverter-Based Facilities:

Inverter Information:

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_  
 Type: \_\_\_ Forced Commutated \_\_\_ Line Commutated  
 Rated Output: \_\_\_\_\_ Watts \_\_\_\_\_ Volts  
 Efficiency: \_\_\_\_\_ % Power Factor: \_\_\_\_\_ %  
 Inverter UL1741 Listed: \_\_\_ Yes \_\_\_ No  
 DC Source/Prime Mover:

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Rating: \_\_\_\_\_ kW Rating: \_\_\_\_\_ kVA  
Rated Voltage: \_\_\_\_\_ Volts  
Open Circuit Voltage (if applicable): \_\_\_\_\_ Volts  
Rated Current: \_\_\_\_\_ Amps  
Short Circuit Current (if applicable): \_\_\_\_\_ Amps

Other Facility Information:

One-Line Diagram – A basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols.

One-Line Diagram attached: \_\_\_ Yes

Plot Plan – A map showing the distributed generation facility's location in relation to streets, alleys, or other geographic markers.

Plot Plan attached: \_\_\_ Yes

Disconnect Switch: Identify type and location of disconnect switch: \_\_\_\_\_

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Customer Signature:

I hereby certify that all of the information provided in this Interconnection Request Application Form is true.

Applicant Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Amount: \_\_\_\_\_

Cooperative Acknowledgement:

Receipt of the application fee is acknowledged and this interconnection request is complete.

Cooperative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**Appendix E – Levels 3 and 4: standard distributed generation interconnection agreement**

LEVELS 3 and 4:  
STANDARD INTERCONNECTION AGREEMENT  
(For Distributed Generation Facilities with a capacity of 10 MVA or less)

This agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (“interconnection member-consumer”), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, (“Cooperative”), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection member-consumer and Cooperative each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection member-consumer is proposing to install or direct the installation of a distributed generation facility, or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection member-consumer on \_\_\_\_\_; and

Whereas, the interconnection member-consumer will operate and maintain, or cause the operation and maintenance of, the distributed generation facility; and

Whereas, interconnection member-consumer desires to interconnect the distributed generation facility with Cooperative’s electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties covenant and agree as follows:

**Article 1. Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all approved interconnection requests for distributed generation facilities that fall under Levels 2, 3, and 4 according to the procedures set forth in the Cooperative's tariff.
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel

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- with, the Cooperative's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection member-consumer's power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the interconnection member-consumer.
- 1.5 Terms used in this Agreement are defined in Attachment 1 hereto or in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) unless otherwise noted.
- 1.6 Responsibilities of the Parties
- 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.
- 1.6.2 The Cooperative shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
- 1.6.3 The interconnection member-consumer shall construct, own, operate, and maintain its distributed generation facility and interconnection facilities in accordance with this Agreement.
- 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
- 1.6.5 The interconnection member-consumer agrees to design, install, maintain, and operate its distributed generation facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the Cooperative.
- 1.6.6 The interconnection member-consumer shall designate an operator who will be responsible for day-to-day operations of the distributed

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generation facility and available for communication on a 24 hour per day/7 day per week basis with Cooperative, G&T, the Local Balancing Authority, MISO and other applicable entities with jurisdiction over the operation of the Facility and Cooperative's System.

1.7 Parallel Operation Obligations

Once the distributed generation facility has been authorized to commence parallel operation, the interconnection member-consumer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.

1.8 Metering

The interconnection member-consumer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

1.9 Reactive Power

1.9.1 Interconnection member-consumers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection member-consumers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

1.9.2 Any Cooperative requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the Cooperative's additional requirements for voltage or reactive power schedules be outside of the agreed-upon operating parameters defined in Attachment 4.

1.9.3 If the interconnection member-consumer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distribute

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generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection member-consumer is in default, and the terms of Article 6.5 apply.

#### 1.10 Standards of Operations

The interconnection member-consumer must obtain all certifications, permits, licenses, and approvals necessary to construct, operate, and maintain the facility and to perform its obligations under this Agreement. The interconnection member-consumer is responsible for coordinating and synchronizing the distributed generation facility with the Cooperative's system. The interconnection member-consumer is responsible for any damage that is caused by the interconnection member-consumer's failure to coordinate or synchronize the distributed generation facility with the electric distribution system. The interconnection member-consumer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after the Cooperative ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, the Cooperative shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation facility. The Cooperative shall notify the interconnection member-consumer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the distributed generation facility.

### **Article 2. Inspection, Testing, Authorization, and Right of Access**

#### 2.1 Equipment Testing and Inspection

The interconnection member-consumer shall test and inspect its distributed generation facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection member-consumer shall not operate its distributed generation facility in parallel with the Cooperative's electric distribution system without prior written authorization by the Cooperative as provided for in Articles 2.1.1-2.1.3.

2.1.1 The Cooperative shall perform a witness test after construction of the distributed generation facility is completed, but before parallel operation, unless the Cooperative specifically waives the witness test. The interconnection member-consumer shall provide the

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Cooperative at least 15 business days' notice of the planned commissioning test for the distributed generation facility. If the Cooperative performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection member-consumer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the Cooperative does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the Cooperative cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the Cooperative, the interconnection member-consumer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement in writing between the Cooperative and the interconnection member-consumer. If the interconnection member-consumer fails to address and resolve the deficiencies to the satisfaction of the Cooperative, the applicable cure provisions of Article 6.5 shall apply. The interconnection member-consumer shall, if requested by the Cooperative, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

- 2.1.2 If the interconnection member-consumer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection member-consumer shall obtain permission from the Cooperative before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The Cooperative may, at its own expense, send qualified personnel to the distributed generation facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The Cooperative is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test.
- 2.1.3 After the distributed generation facility passes the witness test, the Cooperative shall affix an authorized signature to the certificate of completion and return it to the interconnection member-consumer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned nor delayed.

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2.2 Commercial Operation

The interconnection member-consumer shall not operate the distributed generation facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

2.3 Right of Access

The Cooperative must have access to the isolation device or disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the Cooperative shall provide notice to the member-consumer prior to using its right of access.

**Article 3. Effective Date, Term, Termination, and Disconnection**

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

3.3.1 The interconnection member-consumer may terminate this Agreement at any time by giving the Cooperative 30 calendar days' prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The Cooperative may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection member-consumer to complete construction of the distributed generation facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by mutual written agreement between the Parties prior to the expiration of the 12-month period.

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3.3.4 The Cooperative may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection member-consumer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility, or if the interconnection member-consumer fails to operate the distributed generation facility in parallel with the Cooperative's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from the Cooperative's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection member-consumer loses its position in the interconnection review order.

#### 3.4 Temporary Disconnection

A Party may temporarily disconnect the distributed generation facility from the electric distribution system in the event one or more of the following conditions or events occurs:

3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the Cooperative determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the Cooperative's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other member-consumers; or (3) that is likely to cause a material adverse effect on the distributed generation facility or the interconnection equipment. Under emergency conditions, the Cooperative or the interconnection member-consumer may suspend interconnection service and temporarily disconnect the distributed generation facility from the electric distribution system without giving notice to the other Party, provided that it gives notice as soon as practicable thereafter. The Cooperative must notify the interconnection member-consumer when it becomes aware of any conditions that might affect the interconnection member-consumer's operation of the distributed generation facility. The interconnection member-consumer shall notify the Cooperative when it becomes aware of any condition that might affect the

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Cooperative's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 Scheduled maintenance, construction, or repair – the Cooperative may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from the Cooperative's electric distribution system when necessary for scheduled maintenance, construction, or repairs on Cooperative's electric distribution system. To the extent possible, the Cooperative shall provide the interconnection member-consumer with notice five business days before an interruption. The Cooperative shall coordinate the reduction or temporary disconnection with the interconnection member-consumer; however, the interconnection member-consumer is responsible for out-of-pocket costs incurred by the Cooperative for deferring or rescheduling maintenance, construction, or repair at the interconnection member-consumer's request.
- 3.4.3 Forced outages – The Cooperative may suspend interconnection service to repair the Cooperative's electric distribution system. The Cooperative shall provide the interconnection member-consumer with prior notice, if possible. If prior notice is not possible, the Cooperative shall, upon written request, provide the interconnection member-consumer with written documentation, after the fact, explaining the circumstances of the disconnection.
- 3.4.4 Adverse system impact – the Cooperative must provide the interconnection member-consumer with written notice of its intention to disconnect the distributed generation facility, if the Cooperative determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports the Cooperative's decision to disconnect must be provided to the interconnection member-consumer. The Cooperative may disconnect the distributed generation facility if, after receipt of the notice, the interconnection member-consumer fails to remedy the adverse system impact within 12 days, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The Cooperative may continue to leave the generating facility disconnected until the adverse system impact is corrected to the

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satisfaction of both the Cooperative and the adversely-impacted member-consumer.

- 3.4.5 Modification of the distributed generation facility – The interconnection member-consumer must receive written authorization from the Cooperative prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection member-consumer modifies its facility without the Cooperative’s prior written authorization, the Cooperative has the right to disconnect the distributed generation facility until such time as the Cooperative concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 Unauthorized connection to the Cooperative’s electric distribution system.
- 3.4.7 Failure of the distributed generation facility to operate in accordance with this Agreement or the applicable requirements of 199 IAC Chapter 15 or the Cooperative’s tariff.
- 3.4.8 The Cooperative is not responsible for any lost opportunity or other costs incurred by interconnection member-consumer as a result of an interruption of service under Article 3.

**Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

4.1 Interconnection Facilities

- 4.1.1 The interconnection member-consumer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The Cooperative shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with the Cooperative’s electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection member-consumer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

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The Cooperative shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection member-consumer whose distributed generation facility caused the need for the distribution upgrades.

**Article 5. Billing, Payment, Milestones, and Financial Security**

5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 4 reviews)

5.1.1 The Cooperative shall bill the interconnection member-consumer for the design, engineering, construction, and procurement costs of Cooperative-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection member-consumer shall pay each billing invoice within 30 calendar days after receipt, or as otherwise agreed to between the Parties, if a balance due is showing after any member-consumer deposit funds have been expended.

5.1.2 Within 90 calendar days after completing the construction and installation of the Cooperative's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the Cooperative shall provide the interconnection member-consumer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the Cooperative's interconnection facilities and distribution upgrades; and (2) the interconnection member-consumer's previous deposit and aggregate payments to the Cooperative for the interconnection facilities and distribution upgrades. If the interconnection member-consumer's cost responsibility exceeds its previous deposit and aggregate payments, the Cooperative shall invoice the interconnection member-consumer for the amount due and the interconnection member-consumer shall make payment to the Cooperative within 30 calendar days. If the interconnection member-consumer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the Cooperative shall refund to the interconnection member-consumer an amount equal to the difference within 30 calendar days after the final accounting report.

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Upon request from the interconnection member-consumer, if the difference between the budget estimate and the actual cost exceeds 20%, the Cooperative will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.

## 5.2 Interconnection Customer Deposit

At least 20 business days prior to the commencement of the design, procurement, installation, or construction of the Cooperative's interconnection facilities and distribution upgrades, the interconnection member-consumer shall provide the Cooperative with a deposit equal to 100% of the estimated, nonbinding cost to procure, install, or construct any such facilities. However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of payment of the deposit, pursuant to Article 4.1.1 of this Agreement, this deposit may be held by the Cooperative.

## **Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default**

### 6.1 Assignment

This Agreement may be assigned by either Party with the prior consent of the other Party. If the interconnection member-consumer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the Cooperative. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that

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has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection member-consumer can assign this Agreement, without the consent of the Cooperative, for collateral security purposes to aid in providing financing for the distributed generation facility.

## 6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages, including death, bodily injury, third-party claims, and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees, and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary, or consequential damages, including lost profits, lost revenues, replacement power, cost of capital, or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

## 6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2 The interconnection member-consumer shall indemnify and defend the Cooperative and the Cooperative's directors, officers, employees, and agents, from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection member-consumer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection member-consumer's willful misconduct or breach of this Agreement.

6.3.3 The Cooperative shall indemnify and defend the interconnection member-consumer and the interconnection member-consumer's

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directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the Cooperative's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the Cooperative's willful misconduct or breach of this Agreement.

- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle, or consent to the entry of any judgment with respect to, or pay in full, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery by the indemnified Party.

#### 6.4 Force Majeure

- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage, or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities (e.g., MISO), or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

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6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event as soon as reasonably possible. The notification will specify the circumstances of the force majeure event, its expected duration (if known), and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance (if known). If the initial notification is verbal, it must be followed up with a written notification promptly thereafter. The Affected Party shall keep the other Party informed on a periodic basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement without liability only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

## 6.5 Default

6.5.1 No default shall exist when the failure to discharge an obligation results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.

6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe, or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.

6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting

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Party has 30 days from receipt of the default notice to cure the default.

6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement without liability by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

**Article 7. Insurance**

- 7.1 For distributed generation facilities with a nameplate capacity less than 100 kVA, the interconnection member-consumer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance.
- 7.2 For distributed generation facilities with a nameplate capacity of 100 kVA or above; but less than 1 MVA, the interconnection member-consumer shall carry sufficient coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection member-consumer during the terms shall be not less than \$1,000,000 for each occurrence. The Cooperative, its officers, employees and agents shall be added as an additional insured on this policy.
- 7.3 For distributed generation facilities with a nameplate capacity of 1 MVA or above, the interconnection member-consumer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection member-consumer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The Cooperative, its officers, employees and agents shall be added as an additional insured on this policy.
- 7.4 The interconnection member-consumer agrees to provide the Cooperative with at least 30 calendar days' advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

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**Article 8. Dispute Resolution**

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within ten business days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. If the Parties agree, the meeting may be conducted by teleconference.
- 8.4 After the first meeting, each Party may seek resolution through the Iowa Utilities Board Chapter 6 complaint procedures (199 IAC 6). Dispute resolution under these procedures will initially be conducted informally under 199 IAC 6.2 through 6.4 to minimize cost and delay. If any Party is dissatisfied with the outcome of the informal process, the Party may file a formal complaint with the Board under 199 IAC 6.5.
- 8.5 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the Cooperative's interconnection review order.
- 8.6 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

**Article 9. Miscellaneous**

- 9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders, or

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regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the Cooperative or interconnection member-consumer, regardless of the involvement of either Party in drafting this Agreement.

## 9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

## 9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

## 9.4 Waiver

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

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9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments and the completed Standard Certificate of Completion, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of

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remediation activities related to the distributed generation facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

#### 9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

### **Article 10. Notices**

#### 10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first-class mail, postage prepaid, to the person specified below:

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If Notice is to Interconnection Customer:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

If Notice is to Cooperative:

Cooperative: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Alternative Forms of Notice:

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the contacts specified for Notices in Article 10.1 above, unless a different address is set out below:

If Billing or Payment is to Interconnection Customer:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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Issued: February 3, 2005

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Issued By: Steve Rau

Title: President

Effective: June 29, 2011

If Billing or Payment is to Cooperative:

Cooperative: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

10.3 Designated Operating Representative

The Parties shall also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Cooperative's Operating Representative:

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days' written notice before the effective date of the change.

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Issued: February 3, 2005 Proposed Effective: June 29, 2011  
Issued By: Steve Rau Title: President Effective: June 29, 2011

**Article 11. Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For the Cooperative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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ATTACHMENT 1

Levels 3 and 4: Standard Interconnection Agreement

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the Cooperative to other member-consumers.

AEP facility – An AEP facility as defined in 199 IAC 15 (Iowa Utilities Board Chapter 15 rules on Cogeneration and Small Power Production), used by an interconnection member-consumer to generate electricity that operates in parallel with the electric distribution system. An AEP facility typically includes an electric generator and the interconnection equipment required to interconnect safely with the electric distribution system or local electric power system.

Applicable laws and regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a distributed generation facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE Standard 1547 Section 5.4 “Commissioning tests.”

Distributed generation facility – A qualifying facility or an AEP facility.

Distribution upgrades – A required addition or modification to the Cooperative’s electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a distributed generation facility. Distribution upgrades do not include interconnection facilities.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

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*Steve Rau*

Title: President

Effective: June 29, 2011

Facilities study – An engineering study conducted by the Cooperative to determine the required modifications to the Cooperative’s electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage, or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities (e.g., MISO), or any other cause beyond a Party’s control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

Governmental authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection member-consumer, Cooperative, or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), “Standard for Interconnecting Distributed Resources with Electric Power Systems.”

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.”

Interconnection agreement or Agreement – The agreement between the interconnection member-consumer and the Cooperative. The interconnection agreement governs the connection of the distributed generation facility to the Cooperative’s electric distribution system and the ongoing operation of the distributed generation facility after it is connected to the Cooperative’s electric distribution system.

Interconnection member-consumer – The entity entering into this Agreement for the purpose of interconnecting a distributed generation facility to the Cooperative’s electric distribution system.

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Effective: June 29, 2011

Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters, or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the Cooperative to accommodate the interconnection of a distributed generation facility. Collectively, interconnection facilities include all facilities, and equipment between the distributed generation facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the distributed generation facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection member-consumer's request, on the required form, for the interconnection of a new distributed generation facility, or to increase the capacity or change the operating characteristics of an existing distributed generation facility that is interconnected with the Cooperative's electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the Cooperative: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Parallel operation or Parallel – The state of operation that occurs when a distributed generation facility is connected electrically to the electric distribution system for longer than 100 milliseconds.

Point of interconnection – The point where the distributed generation facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Qualifying facility – A cogeneration facility or a small power production facility that is a qualifying facility under 18 CFR Part 292, Subpart B, used by an interconnection member-consumer to generate electricity that operates in parallel with the electric distribution system. A qualifying facility typically includes an electric generator and the interconnection equipment required to interconnect safely with the electric distribution system or local electric power system.

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Effective: June 29, 2011

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the Cooperative that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the Cooperative of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the Cooperative of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the Cooperative are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

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Title: President

Effective: June 29, 2011

ATTACHMENT 2  
Levels 3 and 4: Standard Interconnection Agreement

Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection member-consumer and shall include the following:

1. The construction schedule for the distributed generation facility.
2. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three-line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.
8. A plot plan showing the distributed generation facility's location in relation to streets, alleys, address or other geographical markers.

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ATTACHMENT 3  
Levels 2 To 4: Standard Interconnection Agreement

Description, Costs and Time Required to  
Build and Install the Cooperative's Interconnection Facilities

This attachment is to be completed by the Cooperative and shall include the following:

3. Required interconnection facilities, including any required metering.
4. An estimate of itemized costs charged by the Cooperative for interconnection, including overheads, based on results from prior studies.
5. An estimate for the time required to build and install the Cooperative's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

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ATTACHMENT 4

Levels 3 and 4: Standard Interconnection Agreement

As Built Documents

This attachment is to be completed by the interconnection member-consumer and shall include the following:

When it returns the certificate of completion to the Cooperative, the interconnection member-consumer shall provide the Cooperative with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

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**Appendix F – Standard interconnection feasibility study agreement**

INTERCONNECTION FEASIBILITY STUDY AGREEMENT

This agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (“interconnection member-consumer”), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, (“Cooperative”), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection member-consumer and Cooperative each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection member-consumer is proposing to develop a distributed generation facility or modify an existing distributed generation facility consistent with the interconnection request application form submitted by interconnection member-consumer on \_\_\_\_\_; and

Whereas, interconnection member-consumer desires to interconnect the distributed generation facility with Cooperative’s electric distribution system; and

Whereas, interconnection member-consumer has requested Cooperative to perform an interconnection feasibility study to assess the feasibility of interconnecting the proposed distributed generation facility to Cooperative’s electric distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. All terms defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) shall have the meanings indicated in that rule when used in this Agreement, unless otherwise specified. However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
2. Interconnection member-consumer elects and Cooperative shall cause to be performed an interconnection feasibility study
3. The scope of the interconnection feasibility study shall be based upon the information set forth in the interconnection request application form and Attachment A to this Agreement.

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Title: President

Effective: June 29, 2011



4. The interconnection feasibility study shall be based on the technical information provided by interconnection member-consumer in the interconnection request application form, as modified with the written agreement of the Parties. Cooperative has the right to request additional technical information from interconnection member-consumer during the course of the interconnection feasibility study. If the interconnection member-consumer modifies its interconnection request, the time to complete the interconnection feasibility study may be extended by the Cooperative.
5. In performing the study, Cooperative shall rely on existing studies of recent vintage to the extent practical. The interconnection member-consumer will not be charged for such existing studies; however, interconnection member-consumer is responsible for the cost of applying any existing study to the interconnection member-consumer specific requirements and for any new study that the Cooperative performs.
6. The interconnection feasibility study report must provide the following information:
  - 6.1 Identification of any equipment short circuit capability limits exceeded as a result of the interconnection,
  - 6.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection, and
  - 6.3 A description and nonbinding estimated cost of facilities required to interconnect the distributed generation facility to Cooperative's electric distribution system
7. Interconnection member-consumer shall provide a study deposit equal to 100% of the estimated nonbinding study costs at least 20 business days prior to the date upon which the study commences.
8. The interconnection feasibility study shall be completed and the results shall be transmitted to interconnection member-consumer within 60 business days after this Agreement is signed by the Parties or the complete study deposit is received by the Cooperative, whichever occurs later. If the interconnection member-consumer's study request involves more than one point of interconnection and configuration, the time to complete the interconnection feasibility study may be extended by the Cooperative.
9. Study fees shall be based on actual costs and will be invoiced to interconnection member-consumer after the study is transmitted to interconnection member-consumer. The invoice must include an itemized listing of employee time and costs expended on the study.
10. Interconnection member-consumer shall pay any actual study costs that exceed the deposit without interest within 30 calendar days on receipt of

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Issued By: Steve Rau Title: President Effective: June 29, 2011

the invoice. Cooperative shall refund any excess deposit amount without interest within 30 calendar days after the invoice.

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection member-consumer]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

[Insert name of cooperative]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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Issued: February 3, 2005

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ATTACHMENT A  
Interconnection Feasibility Study Agreement

Assumptions Used in Conducting the Interconnection Feasibility Study

The interconnection feasibility study will be based upon the information in the interconnection request application form, agreed upon on \_\_\_\_\_:

1. Point of interconnection and configuration to be studied.

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2. Alternative points of interconnection and configurations to be studied.

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Note: 1 and 2 are to be completed by the interconnection member-consumer. Any additional assumptions (explained below) may be provided by either the interconnection member-consumer or the Cooperative.

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Issued By: Steve Rau

Title: President

Effective: June 29, 2011

**Appendix G – Standard interconnection system impact study agreement**

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

This agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (“interconnection member-consumer”), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, (“Cooperative”), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection member-consumer and Cooperative each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection member-consumer is proposing to develop a distributed generation facility or modifying an existing distributed generation facility consistent with the interconnection request application form completed by interconnection member-consumer on \_\_\_\_\_; and

Whereas, interconnection member-consumer desires to interconnect the distributed generation facility to Cooperative’s electric distribution system; and

Whereas, Cooperative has completed an interconnection feasibility study and provided the results of said study to interconnection member-consumer (this recital to be omitted if the Parties have agreed to forego the interconnection feasibility study); and

Whereas, interconnection member-consumer has requested Cooperative to perform an interconnection system impact study to assess the impact of interconnecting the distributed generation facility to Cooperative’s electric distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. All terms defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) shall have the meanings indicated in that rule when used in this Agreement, unless otherwise specified. However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.

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*Steve Rau*

Title: President

Effective: June 29, 2011

2. Interconnection member-consumer elects and Cooperative shall cause to be performed an interconnection system impact study.
3. The scope of the interconnection system impact study shall be based upon the information set forth in the interconnection request application form and in Attachment A to this Agreement.
4. The interconnection system impact study shall be based upon the interconnection feasibility study and the technical information provided by interconnection member-consumer in the interconnection request application form. Cooperative reserves the right to request additional technical information from interconnection member-consumer. If interconnection member-consumer modifies its proposed point of interconnection, interconnection request, or the technical information provided therein is modified, the time to complete the interconnection system impact study may be extended.
5. The interconnection system impact study report shall provide the following information:
  - 5.1 The underlying assumptions of the study;
  - 5.2 The results of the analyses;
  - 5.3 A list of any potential impediments to providing the requested interconnection service;
  - 5.4 Required distribution upgrades; and
  - 5.5 A nonbinding estimate of cost and time to construct any required distribution upgrades.
6. Interconnection member-consumer shall provide a study deposit equal to 100% of the estimated nonbinding study costs at least 20 business days prior to the date upon which the study commences.
7. The interconnection system impact study, if required, shall be completed and the results transmitted to interconnection member-consumer within 60 business days after this Agreement is signed by the Parties or the complete study deposit is received by the Cooperative, whichever occurs later. If the interconnection member-consumer's study request involves more than one point of interconnection and configuration, the time to complete the interconnection system impact study may be extended by the Cooperative.
8. Study fees shall be based on actual costs and shall be invoiced to interconnection member-consumer after the study is transmitted to interconnection member-consumer. The invoice shall include an itemized listing of employee time and costs expended on the study.
9. Interconnection member-consumer shall pay any study costs that exceed the deposit within 30 calendar days after receipt of the invoice.

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Issued By: Steve Rau Title: President Effective: June 29, 2011

Cooperative shall refund any excess deposit amount within 30 calendar days of the invoice.

In witness thereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection member-consumer]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

[Insert name of cooperative]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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Title: President

Effective: June 29, 2011

ATTACHMENT A  
Interconnection System Impact Study Agreement

Assumptions Used in Conducting the Interconnection System Impact Study

The interconnection system impact study shall be based upon the results of the interconnection feasibility study, subject to any modifications, and the following assumptions:

1. Point of interconnection and configuration to be studied.

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2. Alternative points of interconnection and configurations to be studied.

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Note: 1 and 2 are to be completed by the interconnection member-consumer. Any additional assumptions (explained below) may be provided by either the interconnection member-consumer or the Cooperative.

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Issued: February 3, 2005

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Issued By: \_\_\_\_\_

*Steve Rau*

Title: President

Effective: June 29, 2011

**Appendix H – Standard interconnection facilities study agreement**

INTERCONNECTION FACILITIES STUDY AGREEMENT

This agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (“interconnection member-consumer”), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, (“Cooperative”), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection member-consumer and Cooperative each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection member-consumer is proposing to develop a distributed generation facility or modifying an existing distributed generation facility consistent with the interconnection request application form completed by interconnection member-consumer on \_\_\_\_\_; and

Whereas, interconnection member-consumer desires to interconnect the distributed generation facility with Cooperative’s electric distribution system; and

Whereas, Cooperative has completed an interconnection system impact study and provided the results of said study to interconnection member-consumer; and

Whereas, interconnection member-consumer has requested Cooperative to perform an interconnection facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to interconnect the distributed generation facility;

Now, therefore, in consideration of and subject to the mutual covenants contained in this Agreement, the Parties agree as follows:

1. All terms defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) shall have the meanings indicated in that rule when used in this Agreement, except as otherwise specified. However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.

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Title: President

Effective: June 29, 2011



2. Interconnection member-consumer elects and Cooperative shall cause to be performed an interconnection facilities study.
3. The scope of the interconnection facilities study shall be determined by the information provided in Attachment A to this Agreement.
4. An interconnection facilities study report (1) shall provide a description, estimated cost of distribution upgrades, and a schedule for required facilities to interconnect the distributed generation facility to Cooperative's electric distribution system; and (2) shall address all issues identified in the interconnection system impact study (or identified in this study if the system impact study is combined herein).
5. Interconnection member-consumer shall provide a study deposit of 100% of the estimated nonbinding study costs at least 20 business days prior to the date upon which the study commences.
6. In cases where no distribution upgrades are required, the interconnection facilities study shall be completed and the results shall be transmitted to interconnection member-consumer within 20 business days after this Agreement is signed by the Parties. In cases where distribution upgrades are required, the interconnection facilities study shall be completed and the results shall be transmitted to interconnection member-consumer within 45 business days after this Agreement is signed by the Parties or the complete study deposit is received by the Cooperative, whichever occurs later.
7. Study fees shall be based on actual costs and will be invoiced to interconnection member-consumer after the study is transmitted to interconnection member-consumer. The invoice shall include an itemized listing of employee time and costs expended on the study.
8. Interconnection member-consumer shall pay any actual study costs that exceed the deposit within 30 calendar days on receipt of the invoice. Cooperative shall refund any excess deposit amount within 30 calendar days after the invoice.

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection member-consumer]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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Issued: February 3, 2005

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Issued By: Steve Rau Title: President Effective: June 29, 2011

[Insert name of cooperative]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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Issued By: Steve Rau

Title: President

Effective: June 29, 2011

ATTACHMENT A  
Interconnection Facilities Study Agreement

Minimum Information that the Interconnection Customer Must Provide with the  
Interconnection Facilities Study Agreement

Provide location plan and simplified one-line diagram of the distributed generation facilities.

For staged projects, please indicate size and location of planned additional future generation.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT).

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps.

One set of metering is required for each generation connection to the Cooperative's electric distribution system.

Number of generation connections: \_\_\_\_\_

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes \_\_\_\_\_ No \_\_\_\_\_

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total distributed generation capacity?

Yes \_\_\_\_\_ No \_\_\_\_\_ (Please indicate on the one-line diagram).

What type of control system or PLC will be located at the distributed generation facility? \_\_\_\_\_.

What protocol does the control system or PLC use? \_\_\_\_\_.

Please provide a scale drawing of the site. Indicate the point of interconnection, distribution line, and property lines.

Number of third-party easements required for Cooperative's interconnection facilities: \_\_\_\_\_

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Title: President

Effective: June 29, 2011

To be Completed in Coordination with the Cooperative:

Is the distributed generation facility located in Cooperative's service area?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If No, please provide name of local provider:  
\_\_\_\_\_

Please provide the following proposed schedule dates:

Begin construction date: \_\_\_\_\_

Generator step-up transformers receive back feed power date: \_\_\_\_\_

Commissioning testing date: \_\_\_\_\_

Witness testing date: \_\_\_\_\_

Commercial operation date: \_\_\_\_\_

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