# Tariff No. 8

# Supersedes Tariff No. 7



# FILED WITH THE IOWA UTILITIES BOARD

Issued: April 5, 2022 Effective: January 23, 2023

# **STATEMENT OF OPERATIONS**

Maquoketa Valley Electric Cooperative of Anamosa, Iowa (Cooperative), is a cooperative corporation organized under the provisions of Chapter 499, Code of Iowa. Maquoketa Valley Electric Cooperative provides electric distribution service in parts of Buchanan, Cedar, Clayton, Clinton, Delaware, Dubuque, Jackson, Jones and Linn counties, Iowa. Membership is available non-discriminatorily to all persons within the cooperative's assigned service area. Each member-consumer has one vote and the cooperative's affairs are conducted by a Board of Directors who are elected from among the members-consumers by the members-consumers.

This document contains Maquoketa Valley Electric Cooperative's written policies which govern the supply and receipt of electrical energy for good service, safety, and the well-being of the member-consumer and the cooperative. Additionally, they contain the prices and charges collected for rendering of electric service. They are subject to periodic change and are issued in compliance with Iowa Code Chapter 476.

As an electric cooperative, Maquoketa Valley Electric Cooperative is not subject to Iowa Utilities Board regulation, except for regulatory action pertaining to items identified in Iowa Code 476.1A, of which relevant to this tariff include:

- a. Safety and engineering standards for equipment, operations, and procedures.
- b. Filing of alternative energy purchase program plans with the Iowa Utilities Board, and offering such programs to members, pursuant to Iowa Code section 476.47.
- c. Disconnection of service and winter moratorium pursuant to Iowa Code sections 476.20(1) through 476.20(4).
- d. Discrimination against renewable energy pursuant to lowa Code section 476.21.
- e. Annual energy costs to be provided pursuant to Iowa Code section 476.56.
- f. Energy-efficient lighting pursuant to Iowa Code section 476.62.
- g. Customer contribution fund pursuant to Iowa Code section 476.66.

The Iowa Utilities Board has adopted rules to implement the above listed items. These rules are contained in the Iowa Administrative Code. The Iowa Administrative Code chapters relevant to this tariff include 199 IAC Chapters 15 and 27.

For purposes of this document, Articles 1 through 6 below are subject to Iowa Utilities Board regulations and have the effect of law pursuant to Iowa Code chapter 476. Articles 7 through 17 are subject to local control of Maquoketa Valley Electric Cooperative's board of directors and are not subject to the jurisdiction of the Iowa Utilities Board.

Certain provisions in 199 IAC Chapter 27; which establish Maquoketa Valley Electric Cooperative's requirements for engineering practice, metering, service quality standards,

safety, reliability, and outage notification; are not included within this tariff. Maquoketa Valley Electric Cooperative maintains additional documents which address these jurisdictional areas, including a reliability plan, reliability report, inspection and maintenance plan, and meter testing plan. Maquoketa Valley Electric Cooperative will provide members a copy of these documents upon request.

#### **Definitions**

Throughout this document, certain unique terms are used consistently. To ensure proper understanding of these terms, certain definitions have been listed below. All other terms have their ordinary meaning.

"Cooperative" means the Maquoketa Valley Electric Cooperative, which furnishes electric service under these rules and regulations.

"G&T" means Central Iowa Power Cooperative, a generation and transmission cooperative. Cooperative is a member of G&T and obtains all its wholesale power from G&T.

"Applicant" means a person, partnership, association, firm, public or private corporation, or governmental agency applying for Cooperative membership to receive electric service supplied by Cooperative.

"Member-consumer" means a person, partnership, association, firm, public or private corporation, or governmental agency whose application for membership has been approved by Cooperative's Board of Directors and who is receiving, capable of receiving, or will receive electric service supplied by Cooperative.

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

Effective: January 23, 2023

evised	Cancels

ARTICLE 1	BILL PAYMENT (27.3(3))	1-1
1.1	BILLING (27.3(3))	1-1
1.2	DELINQUENCY DATE (27.3(3))	
1.3	Partial Payment (27.3(3)c)	1-1
1.4	LATE PAYMENT CHARGE (27.3(3)B; IOWA CODE 476.54)	1-1
1.5	LATE PAYMENT FORGIVENESS (27.3(3)D)	1-1
1.6	CHANGE OF DELINQUENCY DATE (27.3(3)A)	1-1
1.7	FAILURE TO RECEIVE BILL	1-2
1.8	PARTIES RESPONSIBLE FOR PAYMENT	1-2
ARTICLE 2	PAYMENT AGREEMENTS	2-1
2.1	Procedure	2-1
2.2	FIRST PAYMENT AGREEMENT (27.3(2))	2-1
2.2.1	1 Availability (27.3(2)a)	2-1
2.2.2	2 Reasonableness (27.3(2)b)	2-1
2.2.3	3 Terms (27.3(2)c(1))	2-1
2.3	SECOND PAYMENT AGREEMENT (27.3(2)C(2))	2-2
2.4	REFUSAL BY COOPERATIVE (27.3(2)D & E)	2-2
2.5	REQUEST FOR ASSISTANCE (27.3(2)(E)	2-3
ARTICLE 3	B ELECTRIC SERVICE DISCONNECTION (27.4)	3-1
3.1	ELECTRIC SERVICE DISCONNECTIONS PROHIBITED (27.4(3))	
3.2	ELECTRIC SERVICE DISCONNECTION (27.4(1))	
3.2.1	( ),,	
3.2.2		
3.3	MEMBER-CONSUMER RIGHTS AND RESPONSIBILITIES TO AVOID DISCONNECTION (27.4(2))	
ARTICLE 4		
4.1	ACCEPTABLE INTERCONNECTION STANDARDS (15.10(1))	
4.2	FACILITY INTERCONNECTION (15.10(3))	
4.3	FACILITY ACCESS (15.10(4))	
4.4	Inspections and Testing (15.10(5))	
4.5	EMERGENCY DISCONNECTION (15.10(6))	
4.6	FIRE DEPARTMENT NOTIFICATION (15.10(7))	
4.7	DISCONNECTION (15.10(8))	
4.8	RECONNECTION (15.10(9))	
ARTICLE 5		
5.1	UTILITY STATUS (27.12)	
ARTICLE 6		
ARTICLE 7	SERVICE REQUIREMENTS	7-1
7.1	APPLICATION	
7.2	Non-discriminatory Service	
7.3	DEPOSIT	
7.3.2	1 Deposit Amount	7-1

Effective: January 23, 2023

7.3.2	Deposit Interest	7-1
7.3.3	Receipts	7-2
7.3.4	Deposit Refund	7-2
7.3.5	Additional Deposits	7-2
7.3.6	Non-compliance	
7.3.7	Additional Connections	
7.4	RIGHT-OF-WAY	7-3
7.4.1	Procurement	7-3
7.4.2	Initial Clearing	7-3
7.4.3	Applicant's Premises – Right-of-Way	<b>7</b> -3
7.5	RESALE OF ENERGY	7-3
ARTICLE 8	SPECIAL SERVICE CONDITIONS	8-1
8.1	CORRECTIVE EQUIPMENT	8-1
	ARC WELDING INSTALLATIONS	
8.3	REQUIREMENTS FOR ELECTRIC MOTORS	8-1
8.3.1	Safety Requirements	
8.3.2	Protective Devices	
8.3.3	Large Motor Applications	8-1
8.3.4	Starting Equipment	8-2
8.3.5	Maximum Single-Phase Loads	8-2
8.4	STANDBY GENERATORS	8-2
8.5	New Structure Energy Conservation Standards	8-2
ARTICLE 9	COOPERATIVE FACILITIES	9-1
9.1	FACILITY EXTENSION	9-1
9.1.1	Definitions	9-1
9.1.2	Permanent Single & Multi-Phase Line Extensions	9-2
9.1.3	Service Drop	9-5
9.1.4	Temporary Service	9-6
9.1.5	Miscellaneous Charges	9-6
9.1.6	Right-of-Way	9-7
9.1.7	Electric Energy Sales Estimate	9-7
9.1.8	New Facilities – Platted Areas	9-7
9.2	Facility Design	9-7
9.2.1	Extension Other Than Cooperative Design	9-7
9.2.2	Excess Facilities	9-8
9.2.3	Transformer Size	9-8
9.2.4	Underground Facilities	9-8
9.3	FACILITY MODIFICATION	9-9
9.3.1	Modifying Facilities at Other's Request	
9.3.2	Modifying Facilities Due to Safety Violations	
9.4	Facility Conversion	
9.4.1	Conversion of Single-Phase to Multi-Phase at Member-consumer's Request	
9.4.2	Replace Existing Facilities with Underground Facilities	
	RELOCATION OF COOPERATIVE FACILITIES	
051	Maying Cooperative Eggilities	0.10

Effective: January 23, 2023

9.5.	2 Moving of Buildings	9-10
9.6	MEMBER-CONSUMER USE OF COOPERATIVE FACILITIES	9-11
9.6.	1 Meter Pole	9-11
9.6.	- · · · · · · · · · · · · · · · · · · ·	
9.6.	3 Non-Liability of Cooperative	9-11
9.7	DAMAGE TO COOPERATIVE FACILITIES	9-12
9.7.	- ·····	
9.7.	2 Protection of Cooperative's Facilities on Member-Consumer's Premises	9-12
ARTICLE	10 METERING	10-1
10.1	METER INSTALLATION	10-1
10.	1.1 Meter Location	10-1
10.	1.2 Meter Placement	10-1
10.	1.3 Self-contained Metering	10-2
10.	1.4 Current Transformer Metering	10-2
10.	1.5 Primary Metering	10-2
10	1.6 Meter Seals	10-2
10	1.7 Multi-occupancy Premises	10-2
10	1.8 Single Occupancy Premises	10-3
10.2	METER LOOP INSTALLATION	10-3
10.2	2.1 Temporary Meter Loops (Construction Sites)	10-3
10.3	Meter Reading	10-3
10.4	Meter Testing	10-4
ARTICLE	11 MEMBER-CONSUMER FACILITIES	11-1
ARTICLE 11.1	11 MEMBER-CONSUMER FACILITIES	
		11-1
11.1	Wiring Specifications	11-1 11-1
11.1 11.2	Wiring Specifications  Inspections  Grounds on Member-consumer's Premises  Iowa Electrician's Licensing and Inspection Program Requirements	11-1 11-1 11-1
11.1 11.2 11.3	Wiring Specifications	11-1 11-1 11-1
11.1 11.2 11.3 11.4	Wiring Specifications  Inspections  Grounds on Member-consumer's Premises  Iowa Electrician's Licensing and Inspection Program Requirements	11-1 11-1 11-2 11-2
11.1 11.2 11.3 11.4 11.5 11.6	Wiring Specifications  Inspections  Grounds on Member-consumer's Premises  Iowa Electrician's Licensing and Inspection Program Requirements  Moving Member-consumer Facilities	11-111-111-2
11.1 11.2 11.3 11.4 11.5 11.6	WIRING SPECIFICATIONS INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS MOVING MEMBER-CONSUMER FACILITIES	11-111-111-2
11.1 11.2 11.3 11.4 11.5 11.6	WIRING SPECIFICATIONS  INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS MOVING MEMBER-CONSUMER FACILITIES HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS	11-111-111-211-211-2
11.1 11.2 11.3 11.4 11.5 11.6 ARTICLE	WIRING SPECIFICATIONS INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS MOVING MEMBER-CONSUMER FACILITIES HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION	11-111-111-211-211-212-1
11.1 11.2 11.3 11.4 11.5 11.6 <b>ARTICLE</b> 12.1 12.2	WIRING SPECIFICATIONS  INSPECTIONS  GROUNDS ON MEMBER-CONSUMER'S PREMISES  IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS  MOVING MEMBER-CONSUMER FACILITIES  HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION  PRIOR INDEBTEDNESS	11-111-111-212-112-1
11.1 11.2 11.3 11.4 11.5 11.6 <b>ARTICLE</b> 12.1 12.2 12.3 12.4	WIRING SPECIFICATIONS  INSPECTIONS  GROUNDS ON MEMBER-CONSUMER'S PREMISES  IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS  MOVING MEMBER-CONSUMER FACILITIES  HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION  PRIOR INDEBTEDNESS  COLLECTION AGENCY	
11.1 11.2 11.3 11.4 11.5 11.6 <b>ARTICLE</b> 12.1 12.2 12.3 12.4	WIRING SPECIFICATIONS INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS MOVING MEMBER-CONSUMER FACILITIES HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION PRIOR INDEBTEDNESS COLLECTION AGENCY RIGHT OF OFF-SET	
11.1 11.2 11.3 11.4 11.5 11.6 ARTICLE 12.1 12.2 12.3 12.4 ARTICLE	WIRING SPECIFICATIONS INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS MOVING MEMBER-CONSUMER FACILITIES HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION PRIOR INDEBTEDNESS COLLECTION AGENCY RIGHT OF OFF-SET  13 TEMPORARY DISCONNECTION AND IDLE SERVICE	
11.1 11.2 11.3 11.4 11.5 11.6 ARTICLE 12.1 12.2 12.3 12.4 ARTICLE	Wiring Specifications Inspections Grounds on Member-consumer's Premises Iowa Electrician's Licensing and Inspection Program Requirements. Moving Member-consumer Facilities. Hazardous Conditions.  12 UNCOLLECTED ACCOUNTS  Service Reconnection Prior Indebtedness. Collection Agency Right of Off-Set  13 TEMPORARY DISCONNECTION AND IDLE SERVICE  Temporary Disconnection 1.1 Availability	
11.1 11.2 11.3 11.4 11.5 11.6 ARTICLE 12.1 12.2 12.3 12.4 ARTICLE 13.1 13.1	WIRING SPECIFICATIONS INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS MOVING MEMBER-CONSUMER FACILITIES HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION PRIOR INDEBTEDNESS COLLECTION AGENCY RIGHT OF OFF-SET  13 TEMPORARY DISCONNECTION AND IDLE SERVICE  TEMPORARY DISCONNECTION 1.1 Availability 1.2 Inspection Requirements	
11.1 11.2 11.3 11.4 11.5 11.6 ARTICLE 12.1 12.2 12.3 12.4 ARTICLE 13.1 13	WIRING SPECIFICATIONS INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS. MOVING MEMBER-CONSUMER FACILITIES. HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION PRIOR INDEBTEDNESS COLLECTION AGENCY. RIGHT OF OFF-SET  13 TEMPORARY DISCONNECTION AND IDLE SERVICE  TEMPORARY DISCONNECTION 1.1 Availability 1.2 Inspection Requirements	
11.1 11.2 11.3 11.4 11.5 11.6 ARTICLE 12.1 12.2 12.3 12.4 ARTICLE 13.1 13 13	WIRING SPECIFICATIONS INSPECTIONS GROUNDS ON MEMBER-CONSUMER'S PREMISES IOWA ELECTRICIAN'S LICENSING AND INSPECTION PROGRAM REQUIREMENTS. MOVING MEMBER-CONSUMER FACILITIES. HAZARDOUS CONDITIONS  12 UNCOLLECTED ACCOUNTS  SERVICE RECONNECTION PRIOR INDEBTEDNESS COLLECTION AGENCY RIGHT OF OFF-SET  13 TEMPORARY DISCONNECTION AND IDLE SERVICE  TEMPORARY DISCONNECTION 1.1 Availability 1.2 Inspection Requirements 1.3 Charges IDLE SERVICE	
11.1 11.2 11.3 11.4 11.5 11.6 ARTICLE 12.1 12.2 12.3 12.4 ARTICLE 13.1 13 13	Wiring Specifications  Inspections  Grounds on Member-consumer's Premises  Iowa Electrician's Licensing and Inspection Program Requirements  Moving Member-consumer Facilities  Hazardous Conditions  12 UNCOLLECTED ACCOUNTS  Service Reconnection  Prior Indebtedness  Collection Agency  Right of Off-Set  13 TEMPORARY DISCONNECTION AND IDLE SERVICE  Temporary Disconnection  1.1 Availability  1.2 Inspection Requirements  1.3 Charges  Idle Service  Idle Service  2.1 Charges	11-1 11-1 11-1 11-2 11-2 11-2 11-2 11-2

14.1	MEMBER-CONSUMER RESPONSIBILITY	
14.2	CHARGES	14-1
ARTICLE 1	5 COMPLAINTS	15-1
15.1	RECORDS	15-1
ARTICLE 1	6 LOCAL GOVERNMENT COMPLIANCE	16-1
16.1	Applicability	16-1
16.2	Purpose	16-1
16.3	Overview	
16.4	Definitions	
16.5	ADJUSTMENT COMPUTATION AND APPLICATION	16-2
ARTICLE 1	7 RATES, FEES, AND CHARGES	17-1
17.1	ELECTRIC TAX ADJUSTMENT RIDER	17-1
17.2	ALTERNATE ENERGY PURCHASE PROGRAM	17-1
17.2.		
17.2.	2 Program Description	17-1
17.2.	3 Availability	17-2
17.3	DISTRIBUTED GENERATION PURCHASED POWER	17-2
17.3.	1 Availability	17-2
17.3.		
17.3.		
17.3.	<b>3</b>	
17.3.		
17.3.		
17.3.		
17.3.	- · · · · · · · · · · · · · · · · · · ·	
17.3.	- 9 - 1 9 - 1	
	BILLING	
17.4.		
17.4.		
17.4.		
	RATES	
17.5.		
17.5.		
17.5.		
17.5.		
17.5.	, , , , , , , , , , , , , , , , , , , ,	
17.5.		
17.5.		
17.5.		
17.5.		
17.5.		
17.5.		
<i>17.5.</i> 17.6		
1 / h	PLL\	1/_21

Issued: April 5, 2022 Effective: January 23, 2023

# Article 1 BILL PAYMENT (27.3(3))

# 1.1 Billing (27.3(3))

Cooperative shall provide Member-consumer with a bill. The bill is considered provided to Member-consumer when deposited in the U.S. mail with postage prepaid or sent by electronic mail to Member-consumer, if agreed to by Member-consumer. If delivery is by other than U.S. mail, the bill is considered provided when delivered to Member-consumer's last-known address or electronic mail address.

# 1.2 Delinquency Date (27.3(3))

Bills are rendered on or about the 8th day of each month and are due and payable immediately. The bill becomes delinquent after twenty days and a late payment charge may be applied. If payment is made by check or other negotiable instrument where the funds are not immediately available, the payment is not considered received until honored by the financial institution upon which the instrument is drawn. Payments received by mail after the due date and postmarked on or before the due date will be accepted without a late payment charge.

# 1.3 Partial Payment (27.3(3)c)

If Member-consumer makes timely partial payment and does not designate the service or product for which payment is made, payment shall be credited pro rata between the utility bill and related taxes.

# 1.4 Late Payment Charge (27.3(3)b; Iowa Code 476.54)

If Member-consumer fails to pay Member-consumer's bill on or before the delinquency date, a late payment charge of 1.5 percent per month of the past due amount will be added to the bill. No collection fee will be levied in addition to this late payment charge; however, Cooperative may levy cost-justified fees for disconnection or reconnection of service.

# 1.5 Late Payment Forgiveness (27.3(3)d)

Each account will be granted one complete forgiveness of a late payment charge for each calendar year. This shall be applied to the first such event of the calendar year. Such forgiveness will not affect Member-consumer's credit rating.

# 1.6 Change of Delinquency Date (27.3(3)a)

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

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC			Article 1 BILL PAYMENT
Electric Tariff	Revised	Cancels	Sheet No. <u>1-2</u>

#### 1.7 Failure to Receive Bill

If Member-consumer fails to receive a bill, Member-consumer may contact Cooperative to request a copy. Cooperative may levy a late payment charge to Member-consumer for failure to timely pay a bill, even if Member-consumer did not receive the bill, provided Cooperative has, in the case of a bill sent by U.S. mail, deposited the bill in the U.S. mail properly addressed to Member-consumer's last known address or, in the case of a bill sent electronically, properly sent the bill to an email address identified by Member-consumer in a writing evidencing the Member consumer's consent to delivery of the bill electronically.

# 1.8 Parties Responsible for Payment

Only those persons who are signatories to the Membership application, shall be jointly and severally liable for all bills for service at said premises. Cooperative cannot require other adult residents to be listed on the Membership application.

Issued: April 5, 2022 Effective: January 23, 2023

# Article 2 PAYMENT AGREEMENTS

#### 2.1 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 Article 1. Cooperative shall comply with all applicable regulatory requirements for any disconnection.

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# 2.2 First Payment Agreement (27.3(2))

# 2.2.1 Availability (27.3(2)a)

When a residential member-consumer cannot pay in full a delinquent bill for electric service and electric service has not been disconnected, the Cooperative will offer the member-consumer an opportunity to enter into a reasonable payment agreement. Cooperative must make the offer prior to disconnection.

# 2.2.2 Reasonableness (27.3(2)b)

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 known to the Cooperative. The Cooperative may require the person to confirm financial difficulty with an acknowledgement from the department of human services or another recognized agency.

# 2.2.3 Terms (27.3(2)c(1))

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

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

Issued: April 5, 2022 Effective: January 23, 2023

agreement over the telephone or through electronic transmission, the utility shall render to the member-consumer a written document reflecting the terms and conditions of the agreement within three days of the date the parties entered into the oral agreement or electronic agreement. The document will be considered rendered to the member-consumer when addressed to the member-consumer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is made by other than U.S. mail, the document shall be considered rendered to the member-consumer when delivered to the last-known address of the person responsible for payment for the service. The document shall state that unless the member-consumer notifies the utility within ten days from the date the document is rendered, it will be deemed that the member 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. Once the first payment required by the agreement is made by Member-consumer, or on behalf of Member-consumer, the oral or electronic agreement is deemed accepted.

Cancels

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.

Member-consumer is not required to make an up-front payment as a condition of entering into a first payment agreement.

Member-consumer may pay off delinquent amount early without incurring any prepayment penalties.

Cooperative shall not charge interest or late payment charges on the payment agreement amount so long as Member-consumer is adhering to the payment agreement terms.

# 2.3 Second Payment Agreement (27.3(2)c(2))

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. Cooperative must offer the second payment agreement prior to disconnection. 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.

# 2.4 Refusal by Cooperative (27.3(2)d & e)

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

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC Article 2 PAYMENT AGREEMENTS Electric Tariff Cancels Sheet No. 2-3

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.

# 2.5 Request for Assistance (27.3(2)(e)

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

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# Article 3 <u>ELECTRIC SERVICE DISCONNECTION (27.4)</u>

# 3.1 Electric Service Disconnections Prohibited (27.4(3))

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

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

# 3.2 Electric Service Disconnection (27.4(1))

The Cooperative may disconnect electric service to a member-consumer as provided in this tariff and the Iowa Administrative Rules. Cooperative will provide Member-consumer charges for disconnection or reconnection upon request.

# 3.2.1 Electric Service Disconnections without Notice (27.4(1)a)

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 Article 3, a broken or absent meter seal alone shall not constitute tampering.
- d. In the event of unauthorized use.

# 3.2.2 Electric Service Disconnections with Notice (27.4(1))

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

- a. For violation of or noncompliance with the Cooperative's electric service rules.
- 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 Iowa Utilities Board, as conditions of obtaining service, or for the withdrawal of that same equipment, or for the termination of

Issued: April 5, 2022 Effective: January 23, 2023

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 Iowa Utilities 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--27.4(3), provided that the Cooperative has complied with the following provisions:
  - 1. **Reasonable Opportunity.** The member-consumer will have a reasonable opportunity to dispute the reason for the disconnection.
  - 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--27.4(1)b shall be given posted written notice that they have 24 hours to make settlement of the account to avoid disconnection and a written summary of the rights and responsibilities.

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

- 3. **Summary of Member-Consumer Rights and Responsibilities.** A copy of the Summary Rights and Responsibilities required to be provided to the member-consumer is contained in section 3.3 of this tariff.
- 4. Diligent Attempt to Contact. The Cooperative, when disconnecting service to a residence, will make a diligent attempt to contact, by telephone or in person, the member-consumer responsible for payment for service to the residence to inform the member-consumer of the pending disconnection and the member-consumer's rights and responsibilities. During the period from November 1

Issued: April 5, 2022 Effective: January 23, 2023

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. Cooperative will make a diligent attempt to contact the landlord at least 48 hours prior to disconnection.

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

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

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

Issued: April 5, 2022 Effective: January 23, 2023

efforts shall be made to reconnect electric service for the member-consumer not later than 11 a.m. the next day. Cooperative may charge only a cost-based disconnection or reconnection charge; however, a higher charge may be assessed for reconnection outside normal business hours.

- 7. Severe cold weather. A disconnection may not take place where electricity is used as the only source of space heating or to control or operate the only space heating equipment at the residence when the actual temperature is or the 24-hour forecast of the National Weather Service for the residence's area is predicted to be 20 degrees Fahrenheit or colder. In any case where the Cooperative has posted a disconnect notice in compliance with subparagraph 27.4(1) 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 otherwise entitled to postponement of disconnection.
- 8. **Health of a resident.** Disconnection of a residential member-consumer shall be postponed if the disconnection of service would present an especial danger to the health of any permanent resident of the premises. An especial danger to health is indicated if a person appears to be seriously impaired and may, because of mental or physical problems, be unable to manage the person's own resources, to carry out activities of daily living or to be protected from neglect or hazardous situations without assistance from others. Indicators of an especial danger to health include but are not limited to: age, infirmity, or mental incapacitation; serious illness; physical disability, including blindness and limited mobility; and any other factual circumstances which indicate a severe or hazardous health situation.

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

Issued: April 5, 2022 Effective: January 23, 2023

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.

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

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.

- 10. **Deployment.** If the utility is informed that one of the heads of household as defined in Iowa Code section 476.20 is a service member deployed for military service, as defined in Iowa Code section 29A.90, disconnection cannot take place at the residence during the deployment or prior to 90 days after the end of the deployment.
- e. **Abnormal electric consumption.** A member-consumer who is subject to disconnection for nonpayment of an electric bill, and who has electric consumption which appears to the member-consumer to be abnormally high, may request the Cooperative to provide assistance in identifying the factors contributing to this usage pattern and to suggest remedial measures. The Cooperative shall provide assistance by discussing patterns of electric usage which may be readily identifiable, suggesting that an energy audit be conducted and identifying sources of energy conservation information and financial assistance which may be available to the member-consumer.

Issued: April 5, 2022 Effective: January 23, 2023

Article 3 ELECTRIC	SERVICE DISCONN	ECTION
Cancels	Sheet No	<u>3-6</u>

f. **Payment Agreement Default.** The Cooperative may disconnect electric service after 24-hour notice (and without the written 12-day notice) for failure of the member-consumer to comply with the terms of a payment agreement.

# 3.3 Member-consumer Rights and Responsibilities to Avoid Disconnection (27.4(2))

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.

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

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

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

- a. Contact MVEC as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, MVEC shall offer you a payment plan which 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 MVEC 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, MVEC may shut off your utility service on one day's notice unless all the money you owe MVEC is paid or you enter into another payment agreement.

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

a. Applications are taken at your local community action agency. If you are unsure where to apply, dial 2-1-1 or 1-800-244-7431, or visit humanrights.iowa.gov/dcaa. To prevent disconnection, you must contact the utility prior to disconnection of your service; or b. To avoid disconnection, you must apply for energy assistance or weatherization before your service is shut off. Notify MVEC that you may be eligible and have applied for energy

Issued: April 5, 2022 Effective: January 23, 2023

assistance. Once your service has been disconnected, it will not be reconnected based on approval for energy assistance.

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

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

Contact MVEC if you believe this is the case. Contact your doctor or a public health official and ask the doctor or health official to contact MVEC 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 MVEC office within 5 days of when your doctor or public health official notifies MVEC of the health condition; otherwise, your utility service may be shut off. If MVEC 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 MVEC that you dispute the bill. You must pay the part of the bill you think is correct. If you do this, MVEC will not shut off your service for 45 days from the date the bill was mailed while you and MVEC work out the dispute over the part of the bill you think is incorrect. You may ask the lowa Utilities Board for assistance in resolving the dispute. (See #9 below)

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

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

Issued: April 5, 2022 Effective: January 23, 2023

Article 3 ELECTRIC SERVICE DISCONNECTION Cancels \_\_\_\_\_ Sheet No. \_\_3-8\_\_

deployment prior to disconnection. However, you will still owe the utility for service used during this time.

# 7. How will I be told MVEC is going to shut off my electric service?

- a. You must be given a written notice at least 12 days before MVEC 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. MVEC must also try to reach you by telephone or in person before it shuts off your service. From November 1 through April 1, if MVEC cannot reach you by telephone or in person, MVEC will put a written notice on the door (or in another conspicuous location on the premises 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. MVEC will turn your service back on if you pay the whole amount you owe or make other arrangements with the utility.
- b. If you make your payment during regular business hours, MVEC must make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, MVEC must do it by 11 a.m. the next day.
- c. MVEC 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 MVEC business hours.

# 9. Is there any other help available besides MVEC?

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

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC	Article 4 DISTR	IBUTED GENE	ERATION INTERCONNECTION STAND	DARDS
Electric Tariff	Revised	Cancels	Sheet No	4-1

# Article 4 DISTRIBUTED GENERATION INTERCONNECTION STANDARDS

# 4.1 Acceptable Interconnection Standards (15.10(1))

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

The member-consumer's electric generating equipment shall be designed, operated, and maintained in such a manner that it does not adversely affect the Cooperative's or G&T's system or their service to their other members.

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:

- a. Standards for Interconnecting Distributed Resources with Electric Power Systems,
   ANSI/IEEE Standard 1547. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
  - i. IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems IEEE Standard 519-2014; and,
  - ii. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.
- b. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
- c. National Electrical Code, ANSI/NFPA 70-2014.

# 4.2 Facility Interconnection (15.10(3))

1. A distributed generation facility placed in service after July 1, 2015, is required to have installed a disconnection device. The disconnection device shall be installed, owned, and maintained by the distributed generation facility's owner and shall be easily visible and adjacent to Memberconsumer's electric meter at the facility. Disconnection devices are considered easily visible and adjacent: for a home or business, up to ten feet away from the meter and within the line of sight of the meter, at a height of 30 inches to 72 inches above final grade; or for large areas with multiple buildings that require electric service, up to 30 feet away from the meter and within the line of sight of the meter, at a height of 30 inches to 72 inches above final grade. The disconnection device shall be labeled with a permanently attached sign with clearly visible letters that give procedures/directions for disconnecting the distributed generation facility. If multiple locations conform to the above requirements, the location of the switch shall be determined and approved by the Cooperative and shall be housed in an approved enclosure which shall be secured with a padlock or other locking device. Cooperative shall have access to the switch at all times.

Issued: April 5, 2022 Effective: January 23, 2023

- a. If an interconnection member-consumer with distributed generation facilities installed prior to July 1, 2015, adds generation capacity to its existing system that does not require upgrades to the electric meter or electrical service, a disconnection device is required. The member-consumer must notify the Cooperative before the generation capacity is added to the existing system, which may require a new/amended application form and interconnection agreement.
- b. If an interconnection member-consumer with distributed generation facilities installed prior to July 1, 2015, upgrades or changes its electric service, the new or modified electric service must meet all current Cooperative service rule requirements.
- 2. For all distributed generation installations, the member-consumer shall be required to provide and place a permanent placard no more than ten feet away from the electric meter. The placard must be visible from the electric meter. The placard must clearly identify the presence and location of the disconnection device for the distributed generation facilities on the property. The placard must be made of material that is suitable for the environment and must be designed to last for the duration of the anticipated operating life of the distributed generation facility. If no disconnection device is present, the placard shall state "no disconnection device". If the distributed generation facility is not installed near the electric meter, an additional placard must be placed at the electric meter to provide specific information regarding the distributed generation facility and the disconnection device.
- 3. The interconnection shall include overcurrent devices on the facility to automatically disconnect the facility at all currents that exceed the full-load current rating of the facility.
- 4. Distributed generation facilities must be equipped with automatic disconnection upon loss of Cooperative-supplied voltage.
- 5. Distributed generation facilities that produce a terminal voltage prior to the closure of the interconnection shall be provided with synchronism-check devices to prevent closure of the interconnection under conditions other than a reasonable degree of synchronization between the voltages on each side of the interconnection switch.
- 6. 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 .95 lagging and .95 leading at all times.

# 4.3 Facility Access (15.10(4))

The operator of the distributed generation facility, the Cooperative, and emergency personnel shall have access to the disconnection device at all times. For distributed generation facilities installed prior to July 1, 2015, the disconnection device may be contained within a building or other area not otherwise

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC Article 4 DISTRIBUTED GENERATION INTERCONNECTION STANDARDS Electric Tariff \_\_\_\_\_ Revised Cancels \_\_\_\_\_ Sheet No. \_\_\_4-3\_\_

accessible to Cooperative. In such case, Member-consumer may provide Cooperative with access to the disconnection device by installing a lockbox (provided by Cooperative and installed at a location determined by Cooperative in consultation with Member-consumer) which provides Cooperative ready access to the disconnection device. The member-consumer shall permit the Cooperative to affix a placard in a location of the Cooperative's choosing that provides instructions to the Cooperative operating personnel for accessing the disconnection device. If the Cooperative needs to isolate the distributed generation facility, the Cooperative shall not be held liable for any damages resulting from the actions necessary to isolate the generation facility.

# 4.4 Inspections and Testing (15.10(5))

The operator of the distributed generation facility shall adopt a program of inspection and testing of the generator and its appurtenances and the interconnection facilities in order to determine necessity for replacement and repair. Such a program shall include all periodic tests and maintenance prescribed by the manufacturer. If the periodic testing of interconnection-related protective functions is not specified by the manufacturer, periodic testing shall occur at least once every five years. All interconnection-related protective functions shall be periodically tested, and a system that depends upon a battery for trip power shall be checked and logged. The operator shall maintain test reports and shall make them available upon request by the Cooperative. Representatives of the Cooperative shall have access at all reasonable hours to the interconnection equipment specified in 199 IAC 15.10(3) for inspection and testing with reasonable prior notice to the applicant. Such inspections shall not relieve the member-consumer of the obligation to maintain the member-consumer's facilities in satisfactory operating conditions.

# 4.5 Emergency Disconnection (15.10(6))

In the event the Cooperative or its member-consumers experience problems of a type that could be caused by the presence of alternating currents or voltages with a frequency higher than 60 hertz, the Cooperative shall be permitted to open and lock the interconnection switch pending a complete investigation of the problem. Where the Cooperative believes the condition creates a hazard to the public or to property, the disconnection may be made without prior notice. However, the Cooperative shall notify the operator of the distributed generation facility by written notice and, where possible, verbal notice as soon as practicable after the disconnection.

# 4.6 Fire Department Notification (15.10(7))

When the distributed generation facility is placed in service, owners of interconnected distributed generation facilities are required to notify local fire departments via U.S. mail of the location of distributed generation facilities and the associated disconnection device(s). The owner is required to provide any information related to the distributed generation facility as reasonably required by that local fire department including but not limited to:

1. A site map showing property address; service point from the Cooperative; distributed generation facility and disconnect location(s); location of rapid shutdown and battery disconnect(s), if applicable; property owner's or owner's representative's emergency contact

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC	Article 4 DISTR	IBUTED GENERAT	TION INTERCONNECTION STAN	IDARDS
Electric Tariff	Revised	Cancels	Sheet No	<u>4-4</u>

- information; Cooperative's emergency telephone number; and size of the distributed generation facility.
- 2. Information to access the disconnection device.
- 3. A statement from the owner verifying that the distributed generation facility was installed in accordance with the current state-adopted National Electrical Code.

# 4.7 Disconnection (15.10(8))

If member-consumer fails to comply with the foregoing requirements of this rule, the Cooperative may require disconnection of the member-consumer's distributed generation facility until the facility complies with the foregoing requirements. The disconnection process shall be in accordance with the provisions of this tariff or the member-consumer's separate interconnection agreement. If separate disconnection of only the distributed generation facility is not feasible or safe, the member-consumer's electric service may be disconnected as provided in the Cooperative's tariff consistent with the provisions of 199 IAC Chapter 27.

# 4.8 Reconnection (15.10(9))

If member's distributed generation facility or electric service is disconnected due to noncompliance with the foregoing requirements, the member shall be responsible for payment of any costs associated with reconnection once the facility is in compliance.

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC			Article 5 ELECTRIC VEHICLE CHA	ARGING
Electric Tariff	Revised	Cancels	Sheet No	<u>5-1</u>

# Article 5 ELECTRIC VEHICLE CHARGING SERVICE

# 5.1 Utility Status (27.12)

A commercial or public electric vehicle charging station served by Cooperative is not a public utility under Iowa Code section 476.1 if the charging station receives all electric power from Cooperative. If an electric vehicle charging station obtains electric power from a source other than Cooperative, the determination of whether the commercial or public electric vehicle charging station is a public utility shall be resolved by the Iowa Utilities Board.

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC		Articl	e 6 PLANNED SERVICE INTERRUPTIONS	5
Electric Tariff	Revised	Cancels	Sheet No. <u>6-1</u>	_

# Article 6 PLANNED SERVICE INTERRUPTIONS

Cooperative may interrupt service to Member-consumer to perform routine maintenance and repairs to Cooperative's distribution system. Cooperative will interrupt service at a time which will not cause Member-consumer unreasonable inconvenience. If the service interruption is expected to last longer than one hour, Cooperative will provide advance adequate notice to Member-consumer when such advance notice can be reasonably provided.

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

Issued: April 5, 2022 Effective: January 23, 2023

# Article 7 SERVICE REQUIREMENTS

## 7.1 Application

Application for electric service shall be made in writing by the applicant to the Cooperative on the Cooperative's application forms. Once approved by Cooperative's Board of Directors for membership, additional electric service(s) may be made by contacting the Cooperative. Upon application approval and upon confirmation that service can be provided, the Cooperative will, as promptly as practical, supply to the applicant service in accordance with regulations filed with and approved by the lowa Utilities Board and at prices established by the Cooperative for the class of service requested by the applicant. Following application approval and upon confirmation that service can be provided, Applicant becomes Member-consumer and is entitled to all membership rights detailed in Cooperative's articles of incorporation, bylaws, tariffs, and policies.

# 7.2 Non-discriminatory Service

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.

#### 7.3 Deposit

The Cooperative may require from any member-consumer or prospective member-consumer a deposit intended to guarantee partial payment of bills for service. No written notice is required to be given of a deposit required as a prerequisite for commencing initial 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.

## 7.3.1 Deposit Amount

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

#### 7.3.2 Deposit Interest

Interest will be paid by the Cooperative to each member-consumer required to make a deposit. The interest rate will 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

Issued: April 5, 2022 Effective: January 23, 2023

Article 7 SERVICE REQUIREMENTS
Sheet No. 7-2

the Cooperative. Interest will 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.

Cancels

# 7.3.3 Receipts

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

# 7.3.4 Deposit Refund

A deposit will be refunded at the Cooperative's sole discretion, or after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment), by either a check or a credit on their bill. For refund purposes the account will be reviewed for prompt payment after twelve months of service following the making of the deposit and for each twelve-month interval terminating on the anniversary of the deposit. Any deposit, plus accumulated interest, less any unpaid utility bill or other obligation of member, will be refunded during settlement of a final billing upon termination of the service.

The Cooperative may refund accumulated interest by applying it as a credit on the bill as it deems appropriate.

The amount is considered refunded once placed in US mail addressed to the member's last known address or applied to the bill.

# 7.3.5 Additional Deposits

A new or additional deposit may be required from a member-consumer when a deposit has been refunded or is found to be inadequate. Written notice will 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 may be requested. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

# 7.3.6 Non-compliance

The service of any member-consumer who fails to comply with these requirements may be disconnected upon twelve days after written notice, provided conditions as spelled out in Article 3 are followed.

Issued: April 5, 2022 Effective: January 23, 2023

#### 7.3.7 Additional Connections

In the case of multi-occupancy buildings or premises, such as apartments, the Cooperative may require a separate deposit for each service.

Cancels \_\_

# 7.4 Right-of-Way

#### 7.4.1 Procurement

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

# 7.4.2 Initial Clearing

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

# 7.4.3 Applicant's Premises – Right-of-Way

The applicant or property owner shall grant or cause to be granted to the Cooperative, without charge, a suitable 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 or to remove any foreign objects within the right of way that could hamper the Cooperative in providing safe and reliable service. The member agrees to execute any documents as may be required by the Cooperative to document the grant to this right-of-way.

#### 7.5 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 16.6 will apply.

Issued: April 5, 2022 Effective: January 23, 2023

Article 8 SPECIAL SERVICE CONDITIONS
Sheet No. 8-1

# Article 8 SPECIAL SERVICE CONDITIONS

# 8.1 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.

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# 8.2 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.

# 8.3 Requirements for Electric Motors

# 8.3.1 Safety Requirements

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

#### 8.3.2 Protective Devices

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

# 8.3.3 Large Motor Applications

Soft starts are required to limit inrush currents on single phase motors larger than 15 horsepower and three phase motors larger than 25 horsepower. The Cooperative reserves the right to limit the number and size of motors installed on a service in order to ensure that voltage flicker and voltage sag requirements are met. No 230-Volt motor with inrush current in excess of 260 Amperes shall be installed without application by the member-consumer and the express

Issued: April 5, 2022 Effective: January 23, 2023

approval of the Cooperative. The Cooperative reserves the right to limit the number and size of motors installed on a single-phase service.

# 8.3.4 Starting Equipment

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

## 8.3.5 Maximum Single-Phase Loads

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

# 8.4 Standby Generators

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

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

# 8.5 New Structure Energy Conservation Standards

The Cooperative will not provide electric service to any structure unless the owner or builder of the structure has certified to the Cooperative that the building conforms to the energy conservation requirements adopted under Iowa Administrative Code 661-303. If this compliance is already being certified to a state or local agency, a copy of that certification shall be provided to the Cooperative. 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.

Issued: April 5, 2022 Effective: January 23, 2023

Article 9 COOPERATIVE FACILITIES

Sheet No. 9-1

# Article 9 COOPERATIVE FACILITIES

# 9.1 Facility Extension

Cooperative will provide service to anyone within its assigned service territory restricted by service feasibility established by Cooperative's tariff, policy, and procedures; RUS standards; and lowa Utilities Board regulations. Member-consumer shall comply with all terms and conditions contained in the documents listed above.

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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.

Cooperative will supply electric service at a delivery point, or meter location, as agreed upon by Cooperative and Member-consumer. This location will be determined as the best load center available to serve all Member-consumer's electrical requirements that are near enough to be served from one metering point. For overhead construction this shall normally be the point of attachment to the applicant's service drop going to the meter. For underground construction this shall normally be the meter terminals unless the meter is located on the home/structure, in which case it shall be the transformer terminals. 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 by the Cooperative, but installation and maintenance of the socket is the member's responsibility.

Cooperative reserves the right to stop installation of any facilities when it deems said installation will pose a safety hazard to its employees. For underground facilities, Cooperative does not typically install any after December 1st of each year and resumes construction once the frost is out of the ground and it is safe to do so. If the Cooperative is aware of a pending installation, it will make reasonable efforts to inform the contractor of the moratorium if it could impact their project.

Before service will be provided to a premises not currently receiving service, Applicant or Member-consumer must notify Cooperative and complete a service application for service. Additionally, Applicant or Member-consumer must provide space for any Cooperative equipment required to serve Applicant.

#### 9.1.1 Definitions

- 1. "Advance for Construction" means cash payments, surety bonds, or an equivalent surety made to Cooperative by Member-consumer for an extension, portions of which may be refunded.
- 2. "Contribution in Aid of Construction" means a nonrefundable cash payment covering extension costs that exceed Cooperative funded allowances.
- 3. Construction Costs are calculated using the previous calendar year's average construction cost per foot for each type of extension plus site specific right of way costs. The overhead

Issued: April 5, 2022 Effective: January 23, 2023

- transformer cost, meter cost, and facilities built for Cooperative's convenience are not included. These costs are adjusted as necessary and approved by the Board of Directors.
- 4. "Line Extension" means a distribution or secondary line extension other than a Service Drop.
- "Service Drop" means any secondary line extension on private property serving a single meter from a transformer added to an existing primary pole or from an existing pad mounted transformer.
- 6. "Similarly Situated Member" means a member-consumer whose annual consumption or service requirements, as defined by estimated annual revenue, are similar to Member-consumer's requirements.
- 7. "Permanent Service" means 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, had its license turned in, and become part of the real estate is classified as a permanent service.
- 8. "Temporary Service" means any service that is not intended to remain in place on a continuing basis. Temporary Service may be extended according to the terms and conditions imposed by the Cooperative.
- Estimated Base Revenue shall be calculated by subtracting the fuel expense costs as
  described in the uniform system of accounts as adopted by the board and energy efficiency
  charges from the estimated annual revenues.

# 9.1.2 Permanent Single & Multi-Phase Line Extensions

#### A. Overhead Line Extension to a single service

- The Cooperative will design and construct overhead line extensions following acceptable
  engineering practices. The route of all extensions shall be solely determined by the
  Cooperative, after consideration of the member's needs.
- The member will be required to provide an advance before construction begins. The
  amount of the advance will be calculated based on the Cooperative's Construction
  Costs.
- 3. In calculating the advance, the shortest practicable route shall be used for the distance regardless of the route actually constructed, unless the longer route is at the member's request.
- 4. The member shall be responsible for providing a cleared right of way onto or across their property and shall provide the Cooperative with the necessary easements. See Sections 6.4 and 8.1.6.
- 5. When applicable, additional construction costs associated with excessive tree trimming along the route, frozen ground or other adverse conditions may be applied. Examples of adverse conditions include rock, sand, tree roots, extreme mud, frost (typically greater than six inches), significant snow accumulation, and/or the area is obstructed in a manner that impedes or does not allow normal installation methods. Additional charges

Issued: April 5, 2022 Effective: January 23, 2023

Article 9 COOPERATIVE FACILITIES
Sheet No. <u>9-3</u>

for adverse conditions shall be applied to the entire length of the extension, including the service footage allowance.

Cancels

### B. Underground Line Extension to single structure or member

- The Cooperative will design and construct underground line extensions following
  acceptable engineering practices. The route of all extensions shall be solely determined
  by the Cooperative, after consideration of the member's needs.
- 2. The member will be required to provide an advance prior to construction. The amount of the advance will be calculated based on the Cooperative's Construction Costs.
- In calculating the advance, the shortest practicable route shall be used for the distance regardless of the route actually constructed, unless the longer route is at the member's request.
- 4. The member shall be responsible for providing a cleared right of way and all trenching, backfill and reseeding across their property, and shall provide the Cooperative with the necessary easements.

# C. Housing development (multiple housing)

- Each housing development shall have a contract that details the upfront Advance for Construction Cost and the amount to be refunded as each lot is built on and occupied. The Cooperative will develop a written agreement for installing a distribution system, including primaries, secondaries, services, pad mount transformers, and street lighting facilities in a platted real estate development. The Cooperative and developer will mutually determine the residential distribution system to be installed in each development and the written agreement will be signed by both parties before construction is undertaken.
- 2. The developer shall pay an Advance for Construction Cost equal to the cost to construct the facilities needed to serve the development based on the Cooperative's Construction Costs. The Advance shall be paid prior to the start of any construction.
- 3. The developer will provide easements for electric distribution and service facilities as approved by the Cooperative prior to the plat being recorded. Easements will also be provided for streetlight and secondary laterals as required. Nothing in this section shall be deemed to require the Cooperative to provide maintenance to streetlights without a separate agreement for the same.
- 4. For underground installations, the developer will grade the cable route area to within 6" of final grade and install roads, sewer, and water lines prior to installation of electrical facilities.

Issued: April 5, 2022 Effective: January 23, 2023

- 5. Within 10 years of the contract date, when a dwelling is constructed, and begins taking normal electrical service, the developer shall receive a partial refund of the Advance made. This refund is in lieu of any discount or other refunds. The refund shall be the lesser of the following amounts:
  - a. The average monthly kWh usage of new residential housing (estimated from the Cooperative's billing records for the previous year) TIMES 36 months TIMES estimated base revenue/kWh.
    - Non dwelling services such as wells, lights, garages, etc. shall not receive any refund.
  - b. Eighty percent (80%) of the total construction cost divided by the number of dwelling lots originally designed for.

# D. Commercial / Industrial Developments

- Each commercial / industrial development shall have a contract that details the upfront Advance for Construction Cost and amount to be refunded as each lot is built on and occupied.
- 2. The developer shall pay an Advance for Construction Cost equal to the cost to construct the facilities needed to install electric service to individual lot lines based on Cooperative's Construction Costs. Individual lot owners are responsible for line extensions from the lot line to their individual buildings as described in Parts A, B, or E of this subsection. The Advance for Construction Cost shall be paid prior to the start of any construction.
- 3. Within 10 years of the contract date, when a building is constructed on an individual lot, and begins taking normal electrical service, the developer shall receive a partial refund of the Advance made. This refund shall consist of 50% of the Advance divided by the number of lots originally designed for. This refund is in lieu of any discount or other refunds.

#### E. Extension involving major plant additions beyond a pole line.

- 1. New loads or modifications to existing loads may require a significant upgrade to the existing utility plant, or new plant additions. The Cooperative may assess a contribution towards construction based upon its actual costs in such situations. In determining what if any charges will be assessed, the Cooperative will consider the revenue from the new load, the magnitude of costs incurred, the risk associated with the load being sustained over a sufficient period of time to recover the costs, and such other factors as may be pertinent to the situation.
- 2. A contract shall be signed detailing all charges, and any other pertinent details prior to construction being started.

Issued: April 5, 2022 Effective: January 23, 2023

#### F. Refunds of Advance for Construction Costs

- 1. No Interest will be paid on any Advance for Construction Cost deposited with the Cooperative.
- 2. Developments receiving a refund under any other Sections of 8.1 are not entitled to any further refund under this section.
- 3. The Cooperative will refund to the depositor for a period of 10 years from the date of the original advance, a pro rata share for each service attachment added to the extension. Pro ration shall be based on actual amount of the original extension shared by new users attaching. In no case shall a member be refunded more than initially paid less all reimbursements.
- 4. Members shall receive a rate discount, calculated monthly based on their actual kWh consumption (excluding any consumption under the heat plus rate) TIMES estimated base revenue¢ per kWh. The discount will begin the first month of service on the account and cease at the earlier of 36 months, or when the cumulative discount equals the Advance, they made less any other refunds due to other connections (see Subsection F3 above). The discount is non-transferable and shall cease if the member moves from the dwelling originally taking service.

The following fees are not to be included when calculating amounts eligible for discount or refunds:

- a. Padmount transformer fees.
- b. Conversion fees.
- c. Meter poles fees.
- d. Meter pedestal fees.
- e. Iowa Farm units.
- f. Trenching/plowing fees when the member is responsible for the trenching.
- g. Fees for relocating or rebuilding existing facilities.

When in the sole determination of the Cooperative, the rate discount from Subsection F4 above will totally refund the Advance made, the up-front Advance may be waived.

#### 9.1.3 Service Drop

#### A. Overhead.

- The Cooperative will finance and construct overhead service drops up to 150 feet from an existing overhead primary pole to an appropriate interconnection point.
   Miscellaneous charges may be applicable.
- 2. Service drops longer than 150 feet shall be paid for in advance by the member based on Cooperative's Construction Costs.

Issued: April 5, 2022 Effective: January 23, 2023

3. Service drops will be designed to maintain adequate service voltage for the calculated load being installed in accordance with RUS Bulletin 169-4.

#### B. Underground.

- 1. Service drops will be designed to maintain adequate service voltage for the calculated load being installed in accordance with RUS Bulletin 169-4.
- 2. The member shall pay a contribution towards the meter pedestal installed at the base of the pole or toward a free-standing meter pedestal installed near the padmounted transformer. If the meter is located on the house at the member's request, no pedestal is required.
- 3. Underground service drops shall be owned, installed, and maintained by the member regardless of the location of the meter.

### 9.1.4 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. Temporary extensions are not eligible for any discounts or refunds outlined in Section 8.1. 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.

#### 9.1.5 Miscellaneous Charges

Contact the Cooperative for current rates for miscellaneous charges described in this section. Charges will be based on Cooperative's Construction Costs.

**URD Trenching:** 

**Primary Underground** 

Security Lighting

New Meter/security light poles (member owned) at time of line extension

30 foot class 6

35 foot class 4

40 foot class 340 foot class 4

45 foot class 3

Replace Meter/security light poles (member owned) as separate job

30 foot class 6

35 foot class 4

Issued: April 5, 2022 Effective: January 23, 2023

Cancels \_\_

40 foot class 3

40 foot class 4

45 foot class 3

**Anchors** 

Ground

Pole moves (relocating an existing pole)

Meter pole (no primary attached)

Single phase primary poles

Multi-phase primary poles

Relocating guy/anchor

Relocating pedestals

Meter Pedestal Charges:

Pole mounted

Free standing

400 ampere

CT Metering at member's request

### 9.1.6 Right-of-Way

Member-consumer must grant or cause to be granted to 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 Cooperative's lines and all appurtenances and equipment connected or used in connection. Cooperative and its representatives may enter at reasonable times to construct, operate, maintain, repair, or perform any other duties necessary to maintain Cooperative's facilities, including vegetation management. (See also Section 6.4)

## 9.1.7 Electric Energy Sales Estimate

Any estimate of anticipated electric energy sales or revenues required to implement Cooperative's policies will be made by Cooperative based upon Cooperative's experience in serving Similarly Situated Members.

#### 9.1.8 New Facilities - Platted Areas

Refer to Section 9.1.2 Part C of this tariff.

### 9.2 Facility Design

#### 9.2.1 Extension Other Than Cooperative Design

If Member-consumer requests a more expensive line or service extension design (including route selection) than Cooperative proposes based on good engineering practice, then Member-

consumer must pay, as a Contribution in Aid of Construction, the difference between the higher cost design and Cooperative's design.

Cancels

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

#### 9.2.2 Excess Facilities

Cooperative will install facilities adequate to meet Member-consumer's anticipated load as a standard installation. If Member-consumer desires facilities exceeding a standard installation, Member-consumer must contact Cooperative to determine availability and possible charges.

#### 9.2.3 Transformer Size

Cooperative will determine the transformer size to be installed to provide adequate service and voltage regulation for all types and classifications of service. Such determination is not a warranty or guarantee concerning adequate transformer size or level of service.

### 9.2.4 Underground Facilities

Member-consumer shall consult with Cooperative prior to planning any underground service installation. If Member-consumer desires new underground service, it may be provided in a situation which Cooperative determines to be reasonable and feasible. Member-consumer will pay extension charges in accordance with the applicable portions of this tariff.

#### Specifications.

Cooperative reserves the right to specify the underground service's size and type, and to detail how the member's equipment is to be made compatible with the Cooperative's system. The Cooperative will determine the location of all member facilities adjacent to or attached to Cooperative facilities.

#### **Self-Contained Metering.**

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

### **Current Transformer Metering.**

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

Issued: April 5, 2022 Effective: January 23, 2023

## 9.3 Facility Modification

### 9.3.1 Modifying Facilities at Other's Request

The Cooperative may modify its facilities to meet the needs of a member or other outside party when so requested provided they make a contribution toward the cost of the modified facilities. The member or outside party will make an upfront payment equal to the larger of:

Cancels

- 1. 40% of the cost of the facilities to be installed or
- The cost of the requested facilities to be installed less the cost of constructing new facilities equal to the existing facilities in place plus the remaining un-depreciated value of the existing facilities.

All pricing shall be based on the contribution of equivalent facilities currently listed in Article 8 of the tariff. The un-depreciated value of existing facilities will be calculated as follows:

[35 years less the average age of the facilities to be replaced] / 35 years times the current cost per Article 8 of the tariff for equivalent facilities being replaced.

Nothing in this section shall be interpreted as requiring the Cooperative to make changes to its system when in its sole opinion the existing system is adequate for meeting the needs of its membership.

## 9.3.2 Modifying Facilities Due to Safety Violations

The Cooperative will modify or relocate any of its facilities that pose a safety hazard or do not meet the requirements of the NESC. The member will be charged if the modification is required to accommodate new or past construction by the member, grading of land by the member, or other reasons caused by the member. Charges will be based on Cooperative's Construction Costs.

Modification due to changes in the NESC or actions outside the control of the member will be completed without charge to the member.

### 9.4 Facility Conversion

## 9.4.1 Conversion of Single-Phase to Multi-Phase at Member-consumer's Request

At Member-consumer's request, Cooperative may convert a single-phase facility to a multiphase facility. The proposed conversion will be processed as a facility modification under Section 9.3 of this tariff. Member-consumer must make payment prior to construction.

Issued: April 5, 2022 Effective: January 23, 2023

## 9.4.2 Replace Existing Facilities with Underground Facilities

At Member-consumer's request, Cooperative may install and maintain underground electric facilities to the existing premises if Cooperative determines the proposed conversion to be reasonable and feasible. Underground service may also be installed where additional capacity is required.

Cancels

Member-consumer will make a Contribution in Aid of Construction 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. Member-consumer must make payment prior to construction.

### 9.5 Relocation of Cooperative Facilities

### 9.5.1 Moving Cooperative Facilities

If 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 move's actual cost shall be borne entirely by the persons requesting such moving of facilities. Any move or removal of Cooperative facilities upon request of any governmental authority shall be in accordance with applicable franchises, ordinances, statutes, or regulations. The payment for the move of facilities must be made before the move takes place.

If Member-consumer is receiving adequate service and requests Cooperative to move poles, wires, anchors, or guys or other facilities belonging to Cooperative and such move will benefit only Member-consumer, then said move will be made only if Member-consumer pays all actual costs, including overhead charges, incidental to said move. Member-consumer shall make an Advance for Construction prior to said move. If the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, Cooperative will refund the excess. If the advance is less than the actual costs incurred, Cooperative will bill Member-consumer for the difference.

### 9.5.2 Moving of Buildings

All persons moving houses, buildings, or other large objects along or through the Cooperative's distribution, secondary, or service lines, which may require the assistance of the Cooperative, shall apply to the Cooperative at least two weeks in advance of said move. A \$200 or more???? fee must accompany the application. This non-refundable fee covers the Cooperative's time and resources necessary to drive the proposed route and determine what Cooperative resources will be needed to facilitate the move.

Issued: April 5, 2022 Effective: January 23, 2023

The Cooperative will prepare an estimate of the resources required to accommodate the move and will require advance payment to cover the estimated cost of the said move prior to the actual move.

Cancels

All costs incurred by the Cooperative incidental to the move shall be paid for by the party responsible for the said move.

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

When the estimate is lower than the actual costs incurred, the person will be billed for the difference. Failure to pay the bill shall result in the Cooperative's refusal to accommodate any future moves by any of the parties associated with the move.

### 9.6 Member-consumer use of Cooperative Facilities

Member-consumer or an agent shall not, without Cooperative's written consent, use any of Cooperative's or G&T's poles, structures, or other facilities for fastening thereto, support or for any other purpose whatsoever, nor shall Member-consumer locate anything in such proximity to Cooperative's or G&T's facilities to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith.

### 9.6.1 Meter Pole

The meter pole, if any, shall be provided, owned, and maintained by the member-consumer as set forth in Subsection 9.1.2. All attachments thereto shall be so installed as not to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith.

#### 9.6.2 Poles Owned by Cooperative Other Than Meter Poles

Member-consumer or an agent shall not install any wiring or equipment on any Cooperative pole, other than the meter pole, except by special written agreement with Cooperative.

#### 9.6.3 Non-Liability of Cooperative

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 thirty (30) days notification. If Cooperative personnel become aware of illegally attached lines, equipment, or appurtenances which are hazardous to life, limb, or property, Cooperative may remove such attachments immediately without notification.

Issued: April 5, 2022 Effective: January 23, 2023

## 9.7 Damage to Cooperative Facilities

## 9.7.1 Member-Consumer's Responsibility

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

Cancels

- 1. Damage caused by overloading of transformers.
- 2. Damage caused by improper or faulty wiring.
- 3. Damage to poles, guys, meters, or other equipment caused by vehicles that are Member-consumer's responsibility.
- 4. Damage caused by Member-consumer or an agent by cutting trees, which fall into a line owned by Cooperative.

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

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

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

Electric service will be connected only by a Cooperative authorized representative after Member-consumer's installation and wiring has met the wiring standards as set forth by these rules and regulations.

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC			Article 10 METERING
Electric Tariff	Revised	Cancels	Sheet No. <u>10-1</u>

### Article 10 METERING

#### 10.1 Meter Installation

Cooperative will furnish the meter socket and furnish and install the meter. The meter may include additional or special equipment which enables certain functions to be performed from a remote location, including the disconnection or reconnection of service. If installed, Cooperative will furnish, install, and maintain such equipment. Cooperative reserves the right to determine under what circumstances such equipment will be installed. Additionally, The Cooperative shall have the right, at its option and at its expense, to place special meters or instruments on the premises of a memberconsumer for the purpose of special tests of all, or part of the member-consumer's load. Memberconsumer will furnish and install the conductor, conduit, disconnect, and all other required appurtenances. On loads requiring current transformer metering, Cooperative will install the current transformer meter loop and meter. Meter sockets shall be maintained by the member and if replacement is required, the Cooperative will furnish the socket, but the member shall arrange for its installation. Where local ordinances or the state electrical inspection program require inspection and approval of Member-consumer's wiring by state or local authorities, such inspection shall be completed, and certificate of approval obtained before Cooperative will render service. Cooperative reserves the right to require Member-consumer or applicable authority execute an exemption certificate if Memberconsumer claims exemption from such requirements.

#### 10.1.1 Meter Location

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

### 10.1.2 Meter Placement

Cooperative will install meter outside the building at a location designated by Cooperative and must be accessible to Cooperative personnel without interference. If 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, Member-consumer shall notify Cooperative and pay all costs to have the meter relocated outside the building.

Meter poles shall be a minimum 30-foot class 6 and are owned and maintained by the member. The Cooperative may install the pole at the member's request and expense.

Meter pedestals are available for underground services if desired by the member. The member will be charged for the installation and replacement of pedestals. The Cooperative will maintain ownership of the pedestal, with the exception of the disconnect breakers within the pedestal, which will be the responsibility of the member. Upon replacement (due to damage or pedestal

Issued: April 5, 2022 Effective: January 23, 2023

reaching end of life), the member will be charged for the installation of the replacement pedestal.

#### 10.1.3 Self-contained Metering

For loads not exceeding 320 Amperes, Cooperative will furnish the socket and Memberconsumer shall provide the necessary accessories for secondary metering.

### 10.1.4 Current Transformer Metering

Cooperative will furnish and install current transformer metering on loads exceeding 320 Amperes or at its determination of need for secondary service.

Members requesting CT Metering for loads under 320 amperes will be charged for the incremental cost of providing such metering in accordance with Article 8.

### 10.1.5 Primary Metering

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.

#### 10.1.6 Meter Seals

Cooperative will place visible seals on all meters and meter enclosures and such seals shall not be broken or disturbed by anyone other than authorized Cooperative representatives.

Tampering with wiring between the meter and Cooperative's service wires by anyone other than authorized Cooperative representatives may be sufficient cause for discontinuance of service.

#### 10.1.7 Multi-occupancy Premises

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

### **Exceptions:**

- Electricity used in centralized heating, cooling, water heating, or ventilation.
- In a facility designated for elderly or handicapped persons where utility costs are not apportioned to individual tenants.
- Where submetering or resale of service was permitted prior to 1966.
- Where impractical as determined solely by Cooperative.

"Impractical" means: (1) where conditions or structural barriers exist in the multi-occupancy building that 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

Issued: April 5, 2022 Effective: January 23, 2023

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

### **10.1.8 Single Occupancy Premises**

Each freestanding dwelling constitutes a separate premise and must be metered separately.

### **10.2** Meter Loop Installation

# 10.2.1 Temporary Meter Loops (Construction Sites)

Member-consumer will furnish and install a temporary meter loop to provide electric service for construction until a permanent meter loop is installed.

### 10.3 Meter Reading

Member-consumers' meters will be read each month by a Cooperative representative or by an automatic meter reading (AMR) device. Meters normally will be read on or about the 1st day of the month using a plus or minus four-day window. Cooperative will check-read the meter whenever they are on Member-consumer's premises.

Estimates of meter readings may be done when the AMR device fails to report the meter reading within the normal window by calculating a usage per day and applying said amount to the number of days in the bill. The usage per day may be based on the last valid meter reading, the previous year's billing for a comparable period, or

Some combination of the two as deemed reasonable by the Cooperative.

All such readings shall be billed as Estimated Bills and marked as such on the bill. No more than three consecutive estimated bills shall be rendered before the meter is replaced or physically read.

A meter reading taken by the AMR system shall be considered a physical reading of the meter.

Time of use readings may not be visible to the member at all meter locations. Readings will be detailed on each monthly bill for the member's information.

If a member desires to not have an AMR device installed on their property, the member must notify the Cooperative, in writing, requesting the removal of the AMR device. The member will be responsible for the cost of the replacement metering equipment and the labor costs of installation. The member will also pay a monthly trip charge for Cooperative staff to physically read the meter.

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC			Article 10 METERING
Electric Tariff	Revised	Cancels	Sheet No. <u>10-4</u>

## 10.4 Meter Testing

Cooperative will test watt-hour meters annually for accuracy and mechanical condition, in accordance with Cooperative's meter testing plan. Additionally, Member-consumer may request a meter test consistent with Cooperative's meter testing plan.

Issued: April 5, 2022 Effective: January 23, 2023

Article 11 MEMBER-CONSUMER FACILITIES Cancels \_\_\_\_\_ Sheet No. \_\_\_11-1 \_\_\_

## Article 11 MEMBER-CONSUMER FACILITIES

### 11.1 Wiring Specifications

Cooperative requires compliance with specifications set forth in the National Electrical Code when Member-consumer or other responsible party wires or rewires buildings, premises, etc. Member-consumer, especially if Member-consumer maintains livestock, is encouraged to consult the lowa 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 Cooperative or through: www.iowastrayvoltageguide.com.

### 11.2 Inspections

In order to protect its facilities and safeguard its service to others, the Cooperative reserves the right to inspect the applicant's installation at any time and to refuse service whenever such installation, in its opinion fails to meet minimum safety and operating standards. If the Cooperative undertakes to inspect the member's facilities, either on its own initiative or at the request of the member, the Cooperative does not warrant such inspection and disclaims any and all liability arising from such inspection. In addition, the Cooperative disclaims any and all liability that may arise from either its failure to notify the member of a defect in the member's facilities.

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

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

### 11.3 Grounds on Member-consumer's Premises

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

Issued: April 5, 2022 Effective: January 23, 2023

standard price applicable, plus billing for the "lost energy". The "lost energy" due to the ground is the difference between the measured consumption for any period and the estimated normal total consumption for that period as determined above. Member-consumer will be billed for such "lost energy" at the lowest price schedule applicable.

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

#### 11.4 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, Cooperative will not energize such service until such permit is obtained and the installation passes the required inspection. For those installations not requiring an inspection, Cooperative reserves the right to require a certificate of exemption be executed by Member-consumer or the applicable regulatory authority attesting to the installation's exempt nature.

### 11.5 Moving Member-consumer Facilities

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

Should Member-consumer request Cooperative to move poles, wires, anchors, guys, or other facilities belonging to Member-consumer, said move will be made only when Cooperative workload permits it and upon the condition that Member-consumer shall pay all actual costs, including overhead charges, incidental to said move. Member-consumer shall submit payment equal to the estimated costs in advance of move. When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, Cooperative will refund the excess. When the advance is less than the actual costs incurred, Cooperative will bill Member-consumer for the difference.

#### 11.6 Hazardous Conditions

The member shall be solely responsible for ensuring that its facilities are properly installed and meet all applicable electrical or building codes, rules, or regulations.

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

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC Article 11 MEMBER-CONSUMER FACILITIES Electric Tariff Revised Cancels Sheet No. 11-3

When the member's equipment is found to be inadequate or not suitable for continued use, the Cooperative shall require repairs to be made. A letter with a deadline to complete repairs will be sent to the member. Failure to meet the requirements is cause for disconnection without further notice.

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

Issued: April 5, 2022 Effective: January 23, 2023

## Article 12 UNCOLLECTED ACCOUNTS

#### 12.1 Service Reconnection

If Member-consumer owes Cooperative for any past electric service, prior to reconnection, Member-consumer shall pay the past due amount for electric service, plus a deposit for service as per Article 6.3, or as may reasonably be required for service for short periods or special occasions, unless an agreement has been made as applies in Article 2.

### 12.2 Prior Indebtedness

Cooperative shall not connect or reconnect and supply electric service to Member-consumer if Member-consumer, or Member-consumer's spouse (unless they are parties to a pending divorce) is indebted to Cooperative until such prior indebtedness has been paid or other acceptable arrangements have been made with Cooperative.

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

### 12.3 Collection Agency

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

### 12.4 Right of Off-Set

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

Issued: April 5, 2022 Effective: January 23, 2023

## Article 13 TEMPORARY DISCONNECTION AND IDLE SERVICE

### **13.1** Temporary Disconnection

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

### 13.1.1 Availability

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

#### 13.1.2 Inspection Requirements

A service which has been temporarily disconnected for 24 months or longer will not be reconnected or energized until the installation passes an inspection conducted by the State of Iowa, a municipality or other governmental agency under the authority of the Iowa statewide electrician's licensing and inspection program. If Member-consumer contends the installation is exempt from such requirement, Cooperative reserves the right to require a certificate be executed by Member-consumer and/or the applicable regulatory authority attesting to the installation's exempt nature.

### **13.1.3 Charges**

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

- A. The temporary disconnection shall not be for a period longer than 12 months. If longer than 12 months, the member-consumer shall be deemed to have voluntarily withdrawn from membership; the membership shall be canceled, and any reconnection shall be considered as a new service.
- B. The member shall pay a reconnection fee of \$50 per meter plus applicable taxes if trip is completed on regular time. The charge shall be \$75 plus applicable taxes if any part of the trip is on overtime.
- C. All amounts, due or past due, which the member-consumer owes the Cooperative, shall have been paid in full.
- D. The membership of the member making such request shall remain in good standing during the period of temporary disconnection.
- E. No bills for electric service will be rendered to the member-consumer during the period of the temporary disconnection.

Issued: April 5, 2022 Effective: January 23, 2023

#### 13.2 Idle Service

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

A line will be categorized as idle if no active service has been connected in the previous 24 months. If a particular line is in bad condition or in a heavily vegetated area and the cost to maintain that line for the first 24 months after disconnection would be high and not warranted, the Cooperative can declare the line to be unserviceable and idle sooner than the 24-month period after one-month's notice to the adjacent property owner(s) of our intent to remove the line.

All lines classified as idle will be evaluated by Engineering to determine if it should: remain energized; be de-energized and left in place; or scheduled for removal.

- If the line's condition warrants removal rather than maintenance, the line will be de-energized
  and scheduled for removal as soon as possible. Operations will be given a retirement work
  order by Engineering calling for the removal. Lines will be removed when a crew is in the area,
  or as otherwise deemed appropriate. No maintenance will be done on any line classified as "to
  be retired".
- 2. If the line would require vegetation management to keep energized, but is otherwise in good condition, the line will be de-energized, and no future vegetation management will be done. The line's condition will be evaluated every three years to determine if it should be removed. Normal pole treatment will be done as scheduled on all poles, but poles will not be replaced if deemed not serviceable.
- 3. If the line can remain energized without any vegetation management, it will be fused as close to the main line as possible and left energized. The line's condition will be evaluated every three years to determine if it should be removed. Normal pole treatment will be done as scheduled on all poles. If any pole on the line is deemed not serviceable, the line shall be de-energized and evaluated for retirement.

If a particular line is in bad condition or in a heavily vegetated area and the cost to maintain that line for the first 24 months after disconnection would be high and not warranted, the Cooperative can declare the line to be unserviceable and idle sooner than the 24-month period after one-month's notice to the adjacent property owner(s) of our intent to remove the line.

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC	Artic	le 13 TEMPOR	ARY DISCONNECTION AND IDLE	SERVICE
Electric Tariff	Revised	Cancels	Sheet No	<u>13-3</u>

## **13.2.1 Charges**

The adjacent property owner(s) will be notified by US Mail that the line is being classified as idle and may be removed without further notice to them. They will be provided the option to pay the monthly Basic Service Charge in order to keep the line ready for future service and will be advised that they otherwise could be charged up to the cost of a new line extension if service is needed in the future.

The service transformer and service drop may be removed from all accounts idle for 12 months or more after providing the property owner written notice and providing them an option to pay the monthly basic service charge.

## 13.2.2 Rebuilding

Once a line is considered idle, any member requesting service will be charged for all vegetation management required and all pole replacements or other maintenance needed to bring the line up to current standards. The member charge will not exceed the cost per foot specified for a new line extension.

Issued: April 5, 2022 Effective: January 23, 2023

## Article 14 SERVICE CALLS

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

The Cooperative uses single phase protective devices which operate each phase independently. Three phase services may experience the loss of one or more phases on a regular basis.

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

### 14.1 Member-consumer Responsibility

It will be the member-consumer's responsibility to give prompt notice to the Cooperative of 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 delivery point, except 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.

The member shall notify the Cooperative before adding significant electrical load to existing facilities so the Cooperative can determine if said addition will stress or overload equipment or cause unacceptable voltage drops on the Cooperative's system.

#### 14.2 Charges

The Cooperative reserves the right to charge the member up to the actual cost of the service trip including labor, materials, and transportation if the member calls the Cooperative to send personnel to correct an interruption to service and the cause is found to be in the member's wiring or equipment.

A minimum trip charge may be assessed to the member for a special trip to the member's premises due to a member's request or necessitated by the member's actions. The minimum charge, when so billed will be \$50 during normal business hours and \$75 if any portion of the time is on overtime. All charges will be plus applicable taxes.

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley REC	•		Article 15 COMPLAINTS
Electric Tariff	Revised	Cancels	Sheet No. <u>15-1</u>

# Article 15 COMPLAINTS

Member-Consumer complaints received by mail, telephone or in person will be acted upon promptly. Telephone number (319) 462-3542 is answered continuously for the handling of problems or complaints of an emergency nature. Telephone number (319) 462-3542 is answered Monday through Friday, to handle routine business complaints and other communications.

Calls to the Cooperative's business office will normally be answered and/or returned during our normal business hours of from 7:30 a.m. to 4:00 p.m. Monday thru Friday.

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

The Cooperative has established a Member Advocate employment position. This individual is responsible for ensuring all member concerns reported to the Cooperative are resolved fairly and consistently, without discrimination and in a timely manner.

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.

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.

#### 15.1 Records

Records concerning resolution of service problems and complaints shall be filed in the member's file at the Cooperative office.

The Member Advocate will file a monthly report on his/her activities to the CEO and Board of Directors.

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## Article 16 LOCAL GOVERNMENT COMPLIANCE

#### 16.1 Applicability

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

#### 16.2 Purpose

This rider's purpose is to allow Cooperative to recover costs incurred to provide service or install, remove, replace, modify, or maintain facilities described in the Overview section below.

#### 16.3 Overview

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

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

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

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

Issued: April 5, 2022 Effective: January 23, 2023

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

#### 16.4 Definitions

The following definitions are for use in this rider.

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

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

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

#### 16.5 Adjustment Computation and Application

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

If Revenues exceed Costs, Member-consumer will be provided credits equal to the excess.

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

Notice of fee imposition will be provided to Member-consumer at least thirty (30) days prior to the imposition of the same.

This Rider shall apply to all Cooperative retail rate schedules.

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### Article 17 RATES, FEES, AND CHARGES

### 17.1 Electric Tax Adjustment Rider

**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 members, (II) the amounts of electric energy sold to members, (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 members 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.

Cancels

**Iowa Sales Tax:** A state sales tax, as set forth in Section 423.2 of the Iowa Code, shall be applied to all billings for electric service, unless exempted under the provisions of Section 423.3, Iowa Code, and regulations applicable thereto.

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

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

### 17.2 Alternate Energy Purchase Program

#### 17.2.1 Statement of Purpose

lowa Code §476.47 and lowa Administrative Code 199-15.17 requires electric utilities to offer an alternate energy purchase program to members, which allows members to contribute voluntarily to the development of alternate energy in lowa. This Tariff offering is designed to comply with said rules and to permit the members of Maquoketa Valley Electric Cooperative to make contributions toward the purchase of Alternate Energy.

### 17.2.2 Program Description

Members may elect to purchase energy from alternative energy resources in 50 kWh blocks. Members must be receiving service under an approved rate schedule, and the energy purchased under this program will result in an incremental charge being made to their standard rate schedule. The rate per 50 kWh block shall be \$1.00 and is subject to adjustment by the Board of Directors from time to time with sixty (60) days advance notice to all participants.

Issued: April 5, 2022 Effective: January 23, 2023

Participants are not guaranteed renewable energy will be delivered to their premise for use; but rather their contributions will assist in the development of alternative energy in lowa and delivery of renewable energy into the wholesale supplier's system from which the member is served.

Cancels

### 17.2.3 Availability

All members in all classes shall be eligible to participate in this program by contacting the Cooperative.

#### 17.3 Distributed Generation Purchased Power

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

#### 17.3.1 Availability

This section shall apply to any member-consumer within Cooperative's assigned service area owning or leasing a qualifying facility as defined 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").

### 17.3.2 Notice and Compliance

Member-consumer shall not connect any owned or leased electric generating equipment in parallel with the Cooperative or G&T's system without the prior written consent of Cooperative or G&T. Any third-party locating a qualifying facility on Member-consumer's premises intending to sell the facility output to Member-consumer, shall not operate the facility in parallel with Cooperative or G&T's system without prior written consent from Cooperative and/or G&T. Failure of Member-consumer or third-party to comply with 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 Member-consumer until such time as full compliance has been accomplished. All facilities shall comply with all Cooperative and G&T requirements and electric service rules, including specific provisions of this section. For purposes of interconnecting a qualifying facility owned by a third-party to Cooperative or G&T's system, the third-party shall comply with the interconnection requirements shall be deemed the interconnection member-consumer for the purpose of this tariff.

#### 17.3.3 Application for Interconnection

Issued: April 5, 2022 Effective: January 23, 2023

Member-consumer or third-party shall submit an application and any associated fees to Cooperative, using Cooperative's application form. (100 kW or greater than 100 kW) Member-consumer shall contact Cooperative with any questions regarding interconnection.

Cancels

Member-consumer's facility shall meet the standards for interconnection as set forth in Cooperative's Interconnection Agreements and the attachments thereto. Said Agreements are available by contacting Cooperative.

### 17.3.4 Interconnection Agreement

The applicant and the Cooperative shall execute the applicable Interconnection Agreement prior to interconnection. The Cooperative has developed 2 levels of review process. The Cooperative will assist the applicant in determining the appropriate level of review process required for the interconnection. The appropriate level generally depends upon the size and type of generator and the type of interconnection requested. 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 greater than 500 kW. For interconnections less than 500 kW the terms of purchase are set out in the Interconnection Agreement.

#### 17.3.5 Insurance and Indemnification

The member-consumer shall agree to indemnify and defend the Cooperative and G&T and their representatives against liability for any injuries or damages caused by the operation of the member-consumer's equipment or by any failure of the member-consumer to maintain such equipment in satisfactory or safe operating condition. The member-consumer will arrange for and maintain liability insurance with limits of not less than those set forth in the Interconnection Agreements, with the insurance requirements varying depending upon the size of the interconnecting generator. Failure to maintain required insurance or proof of financial responsibility shall be cause for disconnection. The Cooperative and G&T shall be named as additional insureds, to the extent specified in the Interconnection Agreements.

#### 17.3.6 Interconnection Costs

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.

Issued: April 5, 2022 Effective: January 23, 2023

### 17.3.7 Purchase Rate by Member-consumer from Cooperative

Member-consumer shall purchase electric power and energy from Cooperative at Cooperative's applicable price or rate, depending upon Member-consumer's operations and requirements. 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 service.

Cancels

### 17.3.8 Purchase Rates from Member-consumer by Cooperative

Payment for purchases from Member-consumer pursuant to this tariff will be as follows:

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

The rate(s) for purchases from qualifying facility (as defined above) and with a design capacity of 100 kilowatts or less will be through G&T's Rate Schedule C, the avoided cost of the wholesale supplier's system. These rates will be consistent with 18 CFR 292.304.

#### QFs with design capacity between 100 kW and 500 kW

The rate(s) for purchases from qualifying facility (as defined above) and with a design capacity of between 100 kilowatts and 500 kilowatts will be through a negotiated rate or G&T's Rate Schedule C, the avoid cost of the wholesale supplier's system. These rates will be consistent with 18 CFR 292.304.

#### QFs greater than 500 kW

The rate(s) for purchases from qualifying facilities (as defined above) and with a design capacity above 500 kilowatts are available on a negotiated case-by-case basis with the Cooperative/G&T.

#### 17.3.9 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 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 Member-consumer refuses to pay the costs to upgrade those facilities. If a qualifying facility agrees, Cooperative/G&T which is otherwise obligated to purchase electricity from such facility may transmit the electricity to any other electric utility. Any electric utility to which such electricity is transmitted will purchase such electricity as if the facility were supplying electricity directly to such electric utility. The rate for purchase by the electric utility to which such electricity is transmitted will be adjusted downward according to the mutual agreement of the

Issued: April 5, 2022 Effective: January 23, 2023

transmitting and receiving utilities, to reflect any wheeling line losses and will not include any charges for transmission.

Sheet No. <u>17-5</u>

Issued: April 5, 2022 Effective: January 23, 2023

## 17.4 Billing

The bill will be the amount computed by applying the applicable price schedule to the consumption with all applicable taxes and fees.

Cancels

### 17.4.1 Billing Period

Bills will be for a period of approximately one-month on a calendar month basis. Large accounts, under a contract rate, may be billed more frequently as detailed in their contract using estimated consumption for the mid-month bill.

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

#### 17.4.2 Budget Billing

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

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

The Cooperative will 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 will be computed at the time of entry into the plan and will 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

Issued: April 5, 2022 Effective: January 23, 2023

Article 17 RATES, FEES, AND CHARGES
Sheet No. 17-7

recomputed, the level payment plan account balance will be divided by 12, and the resulting amount will be added to the monthly level payment amount.

Cancels

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 \$100, 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. The notice may accompany the bill prior to the bill that is affected by the recomputed payment amount.

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

### 17.4.3 Billing Information

Cooperative recognizes that members benefit from having information about their energy use. The Cooperative will normally provide the member with their usage information for the prior 12-month period on the monthly bill.

When readily available, up to 36 months of prior billing information will be provided to members upon request at no cost.

The Cooperative restricts access to member information to those individuals whose names are on the account or to those having a legal right to access that information. The Cooperative shall use reasonable efforts to protect the confidentiality of said information but shall have no liability for the release of any information.

Issued: April 5, 2022 Effective: January 23, 2023

Maquoketa Valley RE	С		Article 17 RATES, FEES, AND (	CHARGES
Electric Tariff	Revised	Cancels	Sheet No	<u>17-8</u>

#### **17.5 Rates**

Members will be offered any rate for which they qualify and may switch between rate schedules no more than once a year. Cooperative staff will assist members in evaluating available rate schedules, however it is the member's responsibility to choose the rate schedule best meeting their individual needs. The Cooperative may permit member to change rates more frequently if the character or conditions of member's electric service requirements change based upon a permanent rather than a temporary or seasonal condition. Cooperative will not be liable for any assistance given the member in choosing a rate schedule. No retroactive adjustments will be made when changing rate schedules.

Cooperative shall assess, in addition to the charges listed in its Rate Schedules, any special assessment by our wholesale power supplier or by any governmental or regulatory authority having jurisdiction for unusual expenses resulting from serving the member(s) including but not limited to costs associated with underground transmission facilities.

Issued: April 5, 2022 Effective: January 23, 2023

Revised

Cancels

#### 17.5.1 Rate Schedule 101 or 151

**Rate Designation:** Single-phase electrical service – small user. Rate 101 covers normal service under this rate. Rate 151 covers members taking single phase service which includes Rate 111. Both rate designations apply to this rate schedule.

Class of Service: 120/240 volt, single phase alternating current.

**Service Area:** All areas within the Cooperative's service territory.

**Availability:** Applicable for single phase service through a single meter to a member using the Cooperative's standard service.

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 members or such service shall exceed the capacity of the Cooperatives facilities.

Service hereunder is subject to the provisions of the Cooperative Electric Service Standards, this tariff, and the terms of the Application for Membership and Electric Service.

#### **Monthly Rate:**

Basic Service Charge: \$ 42.00 per month

**Energy Charge:** 

On-Peak hours: \$0.17200 per kWh

Off-Peak hours:

First 750 kWhs per month \$0.08400 per kWh Over 750 kWhs per month \$0.06490 per kWh

Taxes: All applicable taxes are added to the costs shown.

**Minimum:** The minimum monthly charge, under the above rates, shall be \$ 42.00per month plus applicable taxes for which no kWhs will be furnished.

**Billing:** The bill is the amount computed when applying the above rates to the number of kWhs consumed plus the applicable power cost adjustment factor and all other applicable fees per the tariff. Bills are rendered on or about the 8th day of each month and the bill is due on the 28th of each month. The bill becomes delinquent if not paid by the 28th of the month and is subject to a late payment charge per the tariff.

**Restrictions:** 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 members or such service

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shall exceed the capacity of the Cooperatives facilities. All other restrictions per tariff Article 7 also apply.

**Power Cost Adjustment:** This rate is subject to PCA Rider No. 1.

Issued: February 16, 2024 Effective: April 1, 2024

Cancels Sheet No. 17-11

#### 17.5.2 Rate Schedule 103 or 153

**Rate Designation:** Multi-phase electrical service – small user. Rate 103 covers normal service under this rate. Rate 153 covers members taking multi-phase service which includes Rate 111. Both rate designations refer to this schedule.

**Class of Service:** Multi-phase alternating current at a standard voltage to small commercial facilities, farms and other similar locations requiring multi-phase service.

**Service Area:** All areas within the Cooperative's service territory.

**Availability:** Applicable for small multi-phase service through a single meter to a member using the Cooperative's standard service. New loads connecting after November 1, 2012 with a demand or expected demand in excess of 200 kW are not eligible for service under this rate.

The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperative's facilities.

Service hereunder is subject to the provisions of the Cooperative Electric Service Standards, this tariff, and the terms of the Application for Membership and Electric Service.

## **Monthly Rate:**

Basic Service Charge: \$80.00 per month

**Energy Charge:** 

On-Peak hours: \$0.17200 per kWh

Off-Peak hours:

First 750 kWhs per month \$0.08400 per kWh Over 750 kWhs per month \$0.06490 per kWh

Taxes: All applicable taxes are added to the costs shown.

**Minimum:** The minimum monthly charge, under the above rates, shall be \$80.00 per month net plus applicable taxes for which no kWhs will be furnished.

**Billing:** The bill is the amount computed when applying the above rates to the number of kWhs consumed plus the applicable power cost adjustment factor and all other applicable fees per the tariff. Bills are rendered on or about the 8th day of each month and the bill is due on the 28th of each month and is subject to a late payment charge per the tariff.

**Restrictions:** The Cooperative reserves the right to limit the capacity of any multi-phase service when, in its judgment, such service will impair the service to other members or such service

Issued: February 16, 2024 Effective: April 1, 2024

shall exceed the capacity of the Cooperative facilities. All other restrictions per tariff Article 7 also apply.

Sheet No. <u>17-12</u>

**Power Cost Adjustment:** This rate is subject to PCA Rider No. 1.

Issued: February 16, 2024 Effective: April 1, 2024

Article 17 RATES, FEES, AND CHARGES
Sheet No. 17-13

#### 1

# 17.5.3 Rate Schedule 7

Rate Designation: 7 Special Time of Use Large Power Service

Class of Service: Multiphase alternating current at transmission level voltages under special

Cancels

Agreement.

Service Area: The Cooperative's entire certified service area

**Availability:** Applicable for multiphase large power service to a member not electrically connected to the Cooperative's distribution system and taking service under a special agreement signed by both parties and approved by the Cooperative's Board of Directors. Service shall follow all applicable sections of this tariff, and the terms of membership as approved by the Board of Directors. Not available for purchase of energy for resale. Service must be for a load qualifying for CIPCO Rate Schedule A.

Monthly Rate: BASIC SERVICE CHARGE \$125.00 per month

#### **DEMAND CHARGES**

A. SEASONAL DEMAND. Seasonal Demand shall be defined as the average of the six monthly clock hour demands of the Member occurring in the most recent months of December, January, February, June, July, August, and September which are recorded on the same day as the dispatch system peak as determined by the IE/CIPCO Control Center and coincident with the highest recorded IE/CIPCO system demand excluding contract customer demand as appropriate during the period starting at 4:01 P.M. and ending at 9:00 P.M. Until such history is established, the average shall include only those months for which the member is on-line.

#### SEASONAL DEMAND CHARGE \$6.54/kW/month

B. MONTHLY DEMAND. Monthly Demand shall be defined as the clock hour demand, coincident with the time of CIPCO monthly peak demand excluding contract customer demands as appropriate during the period starting at 4:01 P.M. and ending at 9:00 P.M.

MONTHLY DEMAND CHARGE \$8.34/kW/month

#### **ENERGY CHARGES**

A. MONTHLY ENERGY. The Monthly Energy shall be defined as all energy (kWh) delivered during billing period.

Issued: June 21, 2024 Effective: August 1, 2024

Article 17 RATES, FEES, AND CHARGES
Sheet No. 17-14

**ENERGY CHARGE** 

38.521 mills/kWh

**Meter Adjustment:** The delivery point shall be the high side of the connection to the transmission system. If the metering is located at a different point, the metered reading shall be adjusted for the delivery point using the same adjustment applicable to the Cooperative's wholesale power metering.

Cancels

**Power Factor Adjustment:** The on peak demand will be adjusted if the average power factor is lower than 95%. The measured demand will be increased 1 percent for each 1 percent by which the average power factor is less than 95%.

Power Cost Adjustment: This rate is subject to PCA No. 4.

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

**Payment Provision:** Bills are rendered on or about the 8th day of each month and the bill is due on or before the 28th day of each month. The bill becomes delinquent if not paid by the 28th day of the month and a late payment charge shall apply per this tariff.

Issued: June 21, 2024 Effective: August 1, 2024

Article 17 RATES, FEES, AND CHARGES Sheet No. 17-15

# 17.5.4 Rate Schedule 20 Private Outdoor Lighting Service

Price Designation: Private Outdoor Lighting Service

**Class of Service:** Dusk-to-dawn outdoor lighting service, including a photo-electrically controlled vapor-type lighting unit, available to any classification of electric service near existing secondary lines of the Cooperative or to the member-consumer's wiring system.

Cancels

Service Area: All areas

**Availability:** All member-consumers.

Service Characteristics: This rate is available to all member classes for lighting outdoor areas from dusk to dawn but is not applicable for lighting of public thoroughfares. The member shall execute a one-year contract which will continue thereafter until canceled by thirty (30) days written notice from either party. If the member requests the light to be removed before the initial one-year term has expired, they will be billed the balance of the term times the metered rate for the light removed. The light may be installed before the meter (unmetered) or after the meter (metered). Lights shall be metered whenever practicable. Service must be available from existing distribution facilities, or the member must pay to extend those facilities in accordance with applicable tariff provisions. The Cooperative will furnish and install a photo- electric controlled lighting fixture to be selected by the Cooperative. The member shall determine the size and type of fixture desired from the list below. All facilities provided shall be owned, operated, and maintained by the Cooperative unless otherwise stated below. The member is responsible for notifying the Cooperative when the light fails to operate properly. All lamp replacement and other maintenance shall be done during regularly scheduled working hours within a reasonable period from the time notified of the failure.

# **Fixture Type and Monthly Rates:**

UNMETERED		_METERED_
Monthly Rate	Monthly kWh usage	Monthly Rate
\$ 9.25/month	20	\$6.40/month
\$12.35/month	40	\$6.40/month
\$ 9.25/month	40	\$6.40/month
\$12.35/month	100	\$6.40/month
\$11.85/month	22	\$8.90/month
\$14.40/month	40	\$8.90/month
\$11.85/month	40	\$8.90/month
\$14.40/month	100	\$8.90/month
	Monthly Rate \$ 9.25/month \$12.35/month \$ 9.25/month \$12.35/month \$11.85/month \$14.40/month \$11.85/month	Monthly Rate

Issued: February 16, 2024 Effective: April 1, 2024

All amounts are plus applicable taxes.

\*These fixtures are no longer available and will be converted to LED lights when they fail.

Additional Facilities Charge: The Cooperative will extend overhead secondary service for up to 140 ft as needed. Extension of overhead facilities beyond 140 ft. shall be billed on a per foot basis at Cooperative's current published construction costs. If a pole needs to be installed to accommodate the light or service extension, the member must pay for the pole before installation. The pole shall be owned by the member, similar to meter poles. If underground service is required, the Cooperative will provide up to 140 feet of cable. Underground extensions over 140 ft. shall be billed on a per foot basis at Cooperative's current published construction costs. The cost of all trenching will be charged according to Article 8. Members may provide their own trenches to Cooperative specifications. The member shall provide conduit when crossing under any pavement, and for the riser if applicable. All charges for facilities shall be paid before the light is installed.

Cancels

**Billing:** Bills are rendered on or about the 8th day of each month and the bill is due on the 28th of each month. The bill becomes delinquent if not paid by the 28th of the month and is subject to a late payment charge per the tariff.

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

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

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

**Maintenance:** Cooperative will maintain said lighting equipment, including the lamp replacement, at no cost to Member-consumer, as promptly as practicable during regular working hours after Member-consumer has notified Cooperative of maintenance necessity. Any damage to the lighting equipment resulting from deliberate, malicious causes from vandalism shall be paid for by Member-consumer.

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

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**Disclaimer:** Although Cooperative has agreed, pursuant to this tariff, to provide certain maintenance for lighting equipment, Cooperative cannot continuously monitor the equipment and disclaims all liability from such maintenance activities or the failure to perform such activities, whether the lighting equipment is owned by Cooperative or Member-consumer. Cooperative makes no guarantees or assurances as to the availability, adequacy, or operation of the lighting equipment provided pursuant to this tariff. Member-consumer must notify Cooperative if Member-consumer believes the lighting equipment needs maintenance or is inadequate for Member-consumer's needs.

Cancels

**Power Cost Adjustment:** The monthly rate for un-metered lights shall be adjusted by a power cost adjustment using PCA No.1 based on the monthly kWh usage listed in this tariff. All metered light kWh are provided under the member's normal service rate, and are subject to the applicable PCA for that rate.

**Damage to Equipment:** The member is responsible for any damage to the lighting equipment not due to normal wear or acts of God (lightning, hail, etc). The Cooperative may bill the member for the replacement cost, less depreciation of all equipment so damaged and may refuse future service under this tariff.

Energy Cost Adjustment: See Rider No. 1

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## 17.5.5 Rate Schedule 111 (note: previously designated as Rate 11)

Rate Designation: 111 Heat Plus

**Class of Service:** 120/240 volt, single-phase alternating current to an account taking service under rate 151 or 153 for the balance of the load not served under Rate 111.

Cancels

**Service Area:** This rate is available in all areas of the Cooperative's territory.

**Availability:** Available to qualifying members with electric space heating equipment meeting the program requirements as determined by the Cooperative and not having on-site generation1 behind the main meter. Those members on the rate having on-site generation prior to July 1, 2014 may continue on the rate provided they do not increase the size of the on-site generation.

Service is available for approved separately metered space heating installations meeting the Cooperative's requirements.

All buildings shall meet the Iowa Building Code. The Cooperative reserves the right to ensure this condition is met prior to placing equipment on this rate.

No unauthorized connections shall be made to the panel(s) receiving service under this rate. Making said connections shall void the rate and all usage in the previous 12 months shall be rebilled at the rate of the main meter.

The Cooperative reserves the right to suspend the rate and remove the secondary meter if the member is no longer using their heating equipment on a regular basis or is in violation of any program requirements.

Both meters will be read on or about the same day of the month and the Rate 111 usage will be subtracted from the main meter to determine actual usage to be billed under each rate. The secondary meter must be left energized at all times. Failure by member to keep the meter energized at all times will disqualify them for the rate. If the secondary meter cannot be read, the Cooperative will estimate the usage based on prior use if available, adjusted for heating and cooling degree days experienced over the appropriate time frame.

The Cooperative shall have the right to control the operation of any resistance elements served under this rate without further compensation. Said control shall be limited to no more than three hours per day.

1This does not include emergency generators that operate only when normal power is interrupted.

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By accepting service under this rate, the member agrees not to hold the Cooperative liable for any consequential or incidental damages resulting from participation in this rate, including subsequent control of the heating equipment.

Cancels

## **Monthly Rate:**

Basic Service Charge: \$4.00 per month

**Energy Charge:** 

For energy use October through May, the Heat Plus meter kWh are billed at: 4.4 ¢ per kWh.

For energy use June through September, all kWhs are billed on Rate 151 or 153 as applicable for the balance of the load.

**Billing:** The bill is the amount computed when applying the power cost adjustment and the rate to the number of kWhs consumed and metered under the Rate 111 meter.

The minimum monthly bill will equal the basic service charge, plus applicable taxes if no kWhs are used.

Bills are rendered on or about the 8th day of each month, and the bill is due on or before the 28th day of each month. The bill becomes delinquent if not paid by the 28th day of the month, and a late payment charge shall apply after that date.

**Power Cost Adjustment:** This rate is subject to PCA Rider No. 2.

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### 17.5.6 Rate Schedule 14

Rate Designation: 14 Time of Use Large Power Service

**Class of Service:** Single phase or multiphase current at standard voltages in installations with annual sales exceeding 500,000 kWhs or who have been continuously on the rate since January 1, 2014

**Service Area:** The Cooperative's entire certified service area

**Availability:** Applicable for single or multiphase large power service through one meter to a member using the Cooperative's service as described in this tariff; all subject to the terms of the membership application and service application as approved by the Board. Not available for purchase of energy for resale or for standby, emergency, supplementary service or interruptible service.

Monthly Rate: BASIC SERVICE CHARGE \$165.00 per month

### **DEMAND CHARGES**

On Peak kW Charge \$18.09 Off Peak kW Charge \$5.00

The off peak kW charge is applied to the demand during the off peak hours between 9:01 p.m. and 4:00 p.m. in excess of the on peak kW demand.

### **ENERGY CHARGES**

On Peak kWh Charge \$0.04213/kWh
Off Peak kWh Charge \$0.04213/kWh

### **Time Periods:**

The On Peak demand to be used for billing purposes each month shall be the maximum integrated kW demand recorded by a standard meter during any fifteen (15) minute interval between the hours of 4:01 p.m. and 9:00 p.m. in the billing month, but not less than 55% of the highest monthly bill demand similarly determined during the previous eleven (11) months.

The Off Peak demand to be used for billing purposes each month shall be the maximum integrated kW demand recorded by a standard meter during any fifteen (15) minute interval between the hours of 9:01 p.m. and 4:00 p.m. in the billing month, in excess of the actual on peak demand.

On Peak kWh energy charge is applied to the kWhs used between 4:01 p.m. and 9:00 p.m.

Issued: February 17, 2023 Effective: April 1, 2023

**Off Peak kWh energy** charge is applied to the kWhs used during off peak hours 9:01 p.m. to 4:00 p.m.

Cancels

**Power Factor Adjustment:** The on peak demand will be adjusted if the average power factor is lower than 95%. The measured demand will be increased 1% for each 1% by which the average power factor is less than 95%.

Power Cost Adjustment: This rate is subject to PCA No. 3.

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

**Payment Provision:** Bills are rendered on or about the 8th day of each month and the bill is due on or before the 28th day of each month. The bill becomes delinquent if not paid by the 28th day of the month and a late payment charge shall apply per this tariff.

**Restrictions:** The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperatives facilities. All other restrictions per tariff Article 7 also apply.

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Cancels

### 17.5.7 Rate Schedule 18

Rate Designation: 18 Seasonal Large Power Service

**Class of Service:** Single phase or multiphase current at standard voltages in installations requiring a transformer capacity equal to or greater than 150 kVA or with annual sales exceeding 250,000 kWhs

Service Area: The Cooperative's entire certified service area

**Availability:** Applicable for single or multiphase large power service through one meter to a member using the Cooperative's service as described in this tariff; all subject to the terms of the membership application and service application as approved by the Board of Directors. Not available for purchase of energy for resale or for standby, emergency, supplementary service or interruptible service.

Monthly Rate: BASIC SERVICE CHARGE \$165.00 PER MONTH

**DEMAND CHARGES** 

On Peak kW Monthly Charge \$9.91/kW
On Peak kW Seasonal Charge \$7.78/kW
Off Peak kW Charge \$2.75/kW

**ENERGY CHARGES** 

On Peak kWh Charge \$0.05560/kWh
Off Peak kWh Charge \$0.04608/kWh

### **Time Periods:**

The On Peak Monthly demand to be used for billing purposes each month shall be the maximum integrated kW demand recorded by a standard meter during any fifteen (15) minute interval between the hours of 4:01 p.m. and 9:00 p.m. in the billing month.

**The On Peak Seasonal demand** to be used for billing purposes each month shall be the average of the six maximum integrated kW demands recorded by a standard meter during any fifteen (15) minute interval between the hours of 4:01 p.m. and 9:00 p.m. in the most recent six months of January, February, June, July, August, September, and December.

The Off Peak demand to be used for billing purposes each month shall be the maximum integrated kW demand recorded by a standard meter during any fifteen (15) minute interval in the billing month, in excess of the On Peak Monthly demand.

**On Peak kWh energy** charge is applied to the kWhs used between 4:01 p.m. and 9:00 p.m.

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**Off Peak kWh energy** charge is applied to the kWhs used during off peak hours 9:01 p.m. to 4:00 p.m.

**Power Factor Adjustment:** The on peak demand will be adjusted if the average power factor is lower than 95%. The measured demand will be increased 1 percent for each 1 percent by which the average power factor is less than 95%.

Cancels

Power Cost Adjustment: This rate is subject to PCA No. 4.

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

**Payment Provision:** Bills are rendered on or about the 8th day of each month and the bill is due on or before the 28th day of each month. The bill becomes delinquent if not paid by the 28th day of the month and a late payment charge shall apply per this tariff.

**Restrictions:** The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperatives facilities. All other restrictions per tariff Article 7 also apply.

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Cancels

## 17.5.8 Rate Schedule 10 Public Street and Highway Lighting

**Price Designation:** 10 Public Street and Highway Lighting Service

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

Service Area: All areas

Availability: Governmental or corporate entities, and subdivisions with 3 lights or more requested by the Homeowners Association served by Maquoketa Valley Electric Cooperative.

**Description:** The Cooperative will furnish and install on the existing Cooperative owned wood distribution poles, photo-electric controlled roadway lighting fixtures as listed below. Standard mounting arms will be furnished by the Cooperative. Non-standard mounting arms may be installed with applicant paying an added monthly service fee. Extension of facilities requiring additional poles and wire shall be at the expense of the applicant.

Where the Cooperative electric distribution system is underground, and the applicant desires roadway lighting, the applicant shall pay for the installation of wood poles by the Cooperative. If the applicant prefers other than wood poles for decorative lighting standards, the applicant shall be responsible for all costs of material and installation. If the applicant desires, Cooperative will install fiberglass poles at an additional monthly fee. The Cooperative will furnish up to 150 feet of underground wire from existing underground facilities to the location of the light. All trenching and backfilling for installation of the wire is the responsibility of the applicant.

Monthly Price: Cobra Head – Monthly rate plus all applicable taxes

54 Watt LED	22 kWh	\$6.40 each per month
92 Watt LED	40 kWh	\$11.88 each per month
143 Watt LED	56 kWh	\$15.70 each per month
70 Watt HPS*	28 kWh	\$5.50 each per month
100 Watt HPS*	40 kWh	\$6.40 each per month
250 Watt HPS*	100 kWh	\$11.88 each per month
400 Watt HPS*	160 kWh	\$15.70 each per month
175 Watt MV*	100 kWh	\$11.25 each per month

Adder for non-standard mounting arms \$3.00 each per month

Decorative: - Monthly rate plus all applicable taxes

Issued: April 5, 2022 Issued By: Jeremy Richert, CEO/Executive Vice President **Billing:** Bills are rendered on or about the 8th day of each month and the bill is due on the 28th of each month. The bill becomes delinquent if not paid by the 28th of the month and is subject to a late payment charge per the tariff.

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

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

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

**Maintenance:** Cooperative will maintain said lighting equipment, including the lamp replacement, at no cost to Member-consumer, as promptly as practicable during regular working hours after Member-consumer has notified Cooperative of maintenance necessity. Any damage to the lighting equipment resulting from deliberate, malicious causes from vandalism shall be paid for by Member-consumer.

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

**Disclaimer:** Although Cooperative has agreed, pursuant to this tariff, to provide certain maintenance for lighting equipment, Cooperative cannot continuously monitor the equipment and disclaims all liability from such maintenance activities or the failure to perform such activities, whether the lighting equipment is owned by Cooperative or Member-consumer. Cooperative makes no guarantees or assurances as to the availability, adequacy, or operation of the lighting equipment provided pursuant to this tariff. Member-consumer must notify

Issued: April 5, 2022 Effective: January 23, 2023

<sup>\*</sup>No longer available - no maintenance provided. Will replace with closest LED equivalent when the light stops working or is otherwise replaced.

Cooperative if Member-consumer believes the lighting equipment needs maintenance or is inadequate for Member-consumer's needs.

**Power Cost Adjustment:** PCA Rider No. 1 applies to the kWh consumption of each light using the estimated usage listed above.

**Energy Cost Adjustment:** See Rider No. 1

Issued: April 5, 2022 Effective: January 23, 2023

Revised

### 17.5.9 POWER COST ADJUSTMENT - NO. 1

Applicable to most rates as listed in the Rate Schedule.

The energy cost adjustment charge shall provide for change of the price per kWh consumed to equal the average cost per kWh delivered by the Cooperative's system based on the costs of the applicable rates billed by the wholesale power supplier. 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 Cooperative.

The calculation shall be:

$$E_0 = \frac{C_{0+}C_{1+}A_1}{J_{0+}J_1} - B$$

 $E_0$  is the energy adjustment charge to be used in the next consumer billing cycle rounded on a consistent basis to the nearest 0.001¢ kWh. For deliveries at voltages higher than secondary line voltages, appropriate factors should be applied to the adjustment charge to recognize the lower losses associated with these deliveries.

 $C_0 \& C_1$  are the charges by the wholesale suppliers for the applicable rates as recorded in Account 555 of the Uniform System of Accounts for the month and prior month in which  $E_0$  will be used.

 $A_1$  is the beginning of the month energy cost adjustment account balance for the month of consumption  $J_1$ . This would be the most recent month's balance available from actual accounting data.

 $J_0 \& J_1$  are the electric energy consumed in kWhs under rates set by the Cooperative in the months corresponding to  $C_0 \& C_1$ .

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

B= 6.808¢

## 17.5.10 POWER COST ADJUSTMENT – NO. 2

Applicable to Rate Schedule 111.

The energy cost adjustment charge shall provide for change of the price per kWh consumed to equal the average cost per kWh delivered by the Cooperative's system based on the costs of the applicable rates billed by the wholesale power supplier. 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 Cooperative.

Cancels

The calculation shall be:

$$E_0 = C_0 - B$$

- $E_0$  is the energy adjustment charge to be used in the next consumer billing cycle rounded on a consistent basis to the nearest 0.001¢ kWh. For deliveries at voltages higher than secondary line voltages, appropriate factors should be applied to the adjustment charge to recognize the lower losses associated with these deliveries.
- $C_0$  is the charge per kwh by the wholesale supplier for the applicable rate, in the current month.
- B is the amount of the electric energy cost included in the base rate of the Cooperative's rate schedules. The adjustment base is calculated from the rate case information by the following formula:

 $B = 3.1 \ c$ 

## 17.5.11 POWER COST ADJUSTMENT – NO. 3

Applicable to Rate 14.

The wholesale power adjustment shall provide for a change in the price per kilowatt and price per kWh based on the costs charged by the wholesale power supplier. Prior to each billing cycle the Cooperative will determine the adjustments for each unit consumed under the applicable retail rates using the following calculations:

**Energy Adjustment:** 

$$E_{\rm A} = (E_W + E_D) - 35.84$$
 mills

**Demand Adjustment:** 

$$D_A = (D_P + D_M) - 12.73$$

- $E_A$  is the energy adjustment charge, applicable to on and off peak kWh usage in the next billing cycle. The amount shall be rounded to the nearest 0.001¢ per kWh.
- $E_W$  is the energy charge in mills charged by the wholesale power supplier.
- $E_D$  is the hourly demand charge in mills charged by the wholesale power supplier.
- $D_A$  is the demand adjustment charge, applicable to on peak kilowatt usage in the next billing cycle. The amount shall be rounded to the nearest 1.0¢ per KW.
- $D_P$  is the peak demand charge in dollars charged by the wholesale power supplier.
- $D_M$  is the monthly demand charge in dollars charged by the wholesale power supplier.

### 17.5.12 POWER COST ADJUSTMENT – NO. 4

Revised

Applicable to Rate 7 and Rate 18.

The wholesale power adjustment shall provide for a change in the price per kilowatt and price per kWh based on the costs charged by the wholesale power supplier. Prior to each billing cycle the Cooperative will determine the adjustments for each unit consumed under the applicable retail rates using the following calculations:

**Energy Adjustment:** 

$$E_A = E_W - 40.119 \text{ mills}$$

Seasonal Demand Adjustment:

$$D_{As} = D_{S} - 6.23$$

Monthly Demand Adjustment:

$$D_{Am} = D_M - 7.94$$

 $E_A$  is the energy adjustment charge, applicable to on and off peak kilowatt hour usage in the next billing cycle. The amount shall be rounded to the nearest 0.001¢ per kWh.

 $E_W$  is the energy charge in mills charged by the wholesale power supplier.

 $D_{As}$  is the seasonal demand adjustment charge. The amount shall be rounded to the nearest 1.0¢ per KW.

 $D_{S}$  is the seasonal demand charge in dollars per kW, charged by the wholesale power supplier.

 $D_{Am}$  is the monthly demand adjustment charge. The amount shall be rounded to the nearest 1.0¢ per KW.

 $D_M$  is the monthly demand charge in dollars per kW, charged by the wholesale power supplier.

Note: The demand adjustment may be billed by changing the actual billed base rate due to limitations in the Cooperative's billing software. In such case the PCA line on the bill will only reflect the energy adjustment.

### 17.6 Fees

#### 17.6.1 Reconnection Fee

Member-consumer shall pay a reconnection fee to have electric service reconnected following any service disconnection unless an exception listed elsewhere within the tariff applies. Member-consumer shall pay a reconnection fee of \$50.00 if the trip is completed on regular time. The charge shall be \$75.00 if any part of the trip is on overtime.

Cancels

### 17.6.2 Trip Fee

Cooperative reserves the right to charge the member up to the actual cost of the service trip including labor, materials, and transportation if the member calls the Cooperative to send personnel to correct an interruption to service and the cause is found to be in the member's wiring or equipment.

A minimum trip charge may be assessed to the member for a special trip to the member's premises due to a member's request or necessitated by the member's actions. The minimum charge, when so billed will be \$50 during normal business hours and \$75 if any portion of the time is on overtime. All charges will be plus applicable taxes.

## 17.6.3 Check Return Charge

If a person's check, draft, or order is dishonored (returned unpaid) by the bank or financial institution upon which it was drawn, 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, Cooperative shall demand the future payments for service rendered must be made by cash, post office money order, or other acceptable legal tender.

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