

Tariff No. 3

NORTH WEST RURAL ELECTRIC COOPERATIVE

ELECTRIC TARIFF

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Iowa Utilities Board

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RULES AND REGULATIONS

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

Section 1 Statement of Operations

1.1 Preliminary Statement

The North West Rural Electric Cooperative of Orange City, Iowa is a cooperative corporation organized under the provisions of Chapter 490, Code of Iowa.

The Cooperative provides electric distribution service to approximately 9,730 member-consumers in O'Brien, Sioux, Plymouth, Ida, Cherokee, Osceola, Lyon, Woodbury, Crawford, Sac and Clay Counties, Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member-consumer has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the member-consumers by the member-consumers.

The principal office of the Cooperative is at 1505 Albany Place, S.E., Orange City, Iowa. District offices are located at 5975 Highway 175 in Ida Grove, Iowa and at 45 1st Ave. SW in LeMars, Iowa.

1.2 Principal Officers and Directors

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

1.3 Areas Served

Rural areas in O'Brien, Lyon, Sioux, Cherokee, Osceola, Plymouth, Ida, Woodbury, Crawford, Sac and Clay Counties, Iowa. Inside the corporate limits of Orange City, Iowa by Agreement with the City of Orange City for service to the Cooperative's own headquarters; and inside the corporate limits of Hawarden, Iowa by contractual agreement with the City of Hawarden; and in the cities of Ireton, Iowa, Chatsworth, Iowa, LeMars, Iowa, Ida Grove, Iowa, Sioux Center, Iowa and Westfield, Iowa.

1.4 Persons Authorized to Communicate with Iowa Utilities Board

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

- 1) General Manager
- 2) Member-Consumer Relations
- 3) Engineering Operations
- 4) Meter Tests and Repairs
- 5) Emergencies During Non-Office Hours

- 6) Franchises for Electric Lines
- 7) Certificates for Electric Generating Plants

Section 2 Definitions

2.1 Cooperative

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

2.2 Applicant

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

2.3 Member-Consumer

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

2.4 Utilities Board

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

2.5 Premises

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

Section 3 Requirements for Service

3.1 Application

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

3.2 Membership

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

3.21 Service Contracts

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

3.3 Member-Consumer Deposits

The Cooperative may require from any member-consumer or prospective member-consumer a deposit intended to guarantee partial payment of bills for service. In lieu of a cash deposit, the Cooperative may accept the written guarantee of a surety or another responsible party as surety for an account.

This subsection does not prohibit the Cooperative from requiring payment of a member-consumer's past due account with the Cooperative prior to reinstatement of service.

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

3.31 Amount of Deposit

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

for an industrial customer, shall be the customer's projected one-month usage for the place served as determined by the utility, or as may reasonably be required by the utility in cases involving service for short periods or special occasions.

3.32 Interest on Deposit

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

3.33 Receipts

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

3.34 Deposit Refund

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

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

3.36 Non-Compliance

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

3.4 Additional Connections

Where buildings or premises are occupied by more than one member-consumer, the Cooperative will install as many meters as there are separate applications for service. Meters will be connected to only one set of service wires and a meter deposit will be paid on each application.

3.5 Right-of-Way

3.51 Procurement

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

3.52 Initial Clearing

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

3.53 Applicant's Premises - Right-of-Way

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

Section 4 Characteristics of Service

4.1 Standard

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

4.2 Character

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

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

4.3 Classes

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

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

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

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

4.4 Primary Voltage Service

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

Section 5 Facility Extensions

5.1 Availability

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

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

5.2 Service Classifications

The Cooperative shall determine the rate classification for each service.

5.21 Regular Farm and Home Service

The Cooperative will supply single-phase, 120/240 volt electric service at a delivery point, or meter location, to be agreed upon by the Cooperative and the applicant, such location to be determined as the best load center available to serve all the electrical requirements of the member-consumer that are near enough to be served from one metering point at 120/240 volts. The Cooperative will install and maintain the line and all equipment up to the point of delivery. The meter and meter socket will also be furnished. This service is available to all farm locations where there is a permanent resident. A service contract shall be signed covering a period of one year with no privilege of temporary disconnection during the first 12 months of the contract. The applicable Rate Schedule will apply to this service.

A mobile home which has had the undercarriage removed, been set on a permanent foundation and had the license turned in, becomes a part of the real estate and will be classified as a permanent residence.

Mobile homes not classified as a permanent residence, in the judgment of the Cooperative, will be served under the same terms and conditions as in Subsection 5.27.

5.22 Residential (Non-Farm) Service

The Cooperative will supply single-phase, 120/240 volt service for a permanent Residence where there is continuous year around occupancy under the same terms and conditions as in Subsection 5.21. The applicable rate schedule shall apply.

5.23 Non-Residential, Low-Use Service

Where feasible, the Cooperative will supply service where no permanent residence exists, such as schools, dryers, feed lots, water pumps, trailer houses on wheels or any similar purpose which in the judgment of the Cooperative expected revenue will not justify the investment, provided the applicant will make a cash advance equal to the total cost of installing such service. The Cooperative will require a deposit equal to 100% of the estimated cost of construction. Any amount collected which exceeds the actual cost of construction will be refunded upon completion of construction. The service must be connected for at least 12 consecutive months. The applicable rate schedule shall apply.

5.24 Commercial and Industrial Service

The Cooperative will supply single-phase, 120/240 volt service for commercial use under the same terms and conditions as for regular farm use. This service is available at the commercial rate schedule as adopted by the Cooperative. The Cooperative shall determine the rate classification for this type of service. The applicable rate schedule shall apply.

5.25 Special Classifications

- A. Street Lighting - See Section 21.4
- B. Interruptible/Dual Electric Heat Service – See Section 29.11
- C. Interruptible Electric Heat Service – See Section 29.12
- D. Electric Heat - Partial Control Service – See Section 29.13
- E. Add-On Heat Pump Service – See Section 29.14
- F. Large Power C & I Service – See Sections 29.4, 29.41, 29.42, 29.43, 29.44, 29.45 and 29.46
- G. G. Co-Generation – See Section 26

5.26 Irrigation Service

The Cooperative will supply service to irrigation pumps, either single-phase or multi-phase, subject to the Cooperative's rules and regulations. The applicable Rate Schedule will apply.

5.27 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 rate schedule. The Cooperative may require a cash 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. The applicable Rate Schedule will apply.

5.28 Multi-Phase Service

The Cooperative will supply multi-phase service to farm or commercial member-consumers who require multi-phase power, and whose use of multi-phase power will be sufficient in the judgment of the Cooperative to make the extension of such service economically feasible. The Cooperative shall require either that a ten year contract be signed in accordance with Section 5.29, or a cash advance equal to the total cost of extending the service, with the advance being credited back to the member-consumer's account in equal monthly installments over a ten year period. Should the member-consumer discontinue use of the multi-phase service at any time, the remaining balance of the advance would be forfeited. The member-consumer will be billed monthly. The applicable Rate Schedule will apply.

5.29 Large Power Contracts

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

5.3 Transformer Size

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

The Cooperative reserves the right to change the transformer size from time to time, if it is determined that the load factor does not warrant the larger size on a continued basis.

5.4 Electric Energy Sales Estimate

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

5.5 Charges Associated with Line Extensions and Service Line Extensions

5.51 Permanent Single & Multi-Phase Line Extensions

A. Definitions

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

1. Contribution in aid of construction means a nonrefundable cash payment covering the costs of an extension that are in excess of cooperative-funded allowances.
2. Estimated construction costs shall be calculated using the Schedule of Charges in the Policy A-5. The overhead transformer cost, meter cost and facilities built for the convenience of the Cooperative are not included. These costs will be adjusted annually.
3. Permanent Service shall be defined as any service that is intended to remain in place on a continuing basis. A mobile home, which has had the undercarriage removed, been set on a permanent foundation, and has the license turned in, becomes a part of the real estate and will be classified as a permanent residence.
4. Extension means a distribution or secondary line extension other than a service line extension.
5. Service line extension means any secondary line extension on private property serving a single meter.
6. The point of delivery on overhead construction is defined as the end of the service drop where it is attached to the structure on which the meter is located. The point of delivery on underground construction is the point of attachment to the meter socket.
7. Temporary service refers to any service that is not intended to remain in place on a continuing basis. Temporary service will be extended according to the terms and conditions imposed by the Cooperative.

B. Single Phase Line Extensions

1. Overhead line extensions
 - a. The member-consumer will be required to provide a contribution in aid of construction (nonrefundable) within 30 days after completion. The amount of the contribution in aid of construction will be calculated by using the Schedule of Charges in the Policy A-5.
2. Underground line extensions
 - a. The member-consumer will be required to provide a contribution in aid of construction (nonrefundable) within 30 days after completion. The amount of the contribution in aid of construction will be calculated by using the Schedule of Charges in Policy A-5.

C. Multi-Phase Line Extensions

1. Overhead and underground line extensions

- a. The Cooperative will finance and construct multi-phase overhead and underground line extensions to a permanent service of good engineering design upon the receipt of a signed ten-year contract required from the member-consumer. Refer to the Schedule of Charges in the Policy A-5 for costs and monthly minimums.
- b. The member-consumer has the option of paying a contribution in aid of construction for the cost of constructing the multi-phase line extension up front, in lieu of signing a ten-year contract. The member-consumer will be required to provide a contribution in aid of construction (nonrefundable) within 30 days after completion. Refer to the Schedule of Charges in the Policy A-5.

5.52 Temporary Single & Multi-Phase Line Extensions

Refer to Section 5.27 and 5.28 of the Tariff.

5.53 Conversion of Single-Phase Service to Multi-Phase at the Member-Consumers Request

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

5.54 Extension Other Than Cooperative Design

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

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

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

5.6 Right-of-Way

The applicant must grant or cause to be granted to the Cooperative, without charge, right-of-way over, along, across and under the premises and any adjacent road right-of-way for the construction, operation, maintenance and repair of the cooperative's lines and all appurtenances and equipment connected or used in connection. The Cooperative and its

representatives may enter at reasonable times to construct, operate, maintain, repair and perform any other duties necessary to maintain the cooperative's facilities, including vegetation management. (See Section 3.5)

5.7 Moving of Cooperative Facilities

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

5.8 Excess Facilities

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

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

5.9 Other Line Extension and Service Line Extension Provisions

5.91 Notification by Customer

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

5.92 Space Requirement

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

5.93 New Structure Energy Conservation Standards See Section 22.5

5.10 New Facilities – Platted Areas

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

5.10.1 Easements

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

5.10.2 Grade

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

5.10.3 Advance for Construction Cost (refundable)

The developer will be required to make an advance payment equal to the installation costs for the electrical facilities required. Portions of this advance payment will be returned to the person who originally made the advance payment based proportionately on the development of the project. In the event service is terminated before 10 years, the balance of the advance payment is forfeited to the Cooperative.

Section 6 Refusal or Disconnection of Electric Service

6.1 Electric Service Disconnections Prohibited

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

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

6.2 Electric Service Refusal or Disconnection

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

6.2.1 Electric Service Disconnections without Notice

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

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

6.2.2 Electric Service Disconnections with Notice

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

- a) For violation of or noncompliance with the Cooperative's electric service policies.
- b) For failure of the member-consumer to furnish the service equipment, permits, certificates, or rights-of-way which are specified to be furnished, in the Cooperatives rules filed with the board, as conditions of obtaining service, or for the withdrawal of that same equipment, or for the termination of those same permissions or rights, or for the failure of the member-consumer to fulfill the contractual obligations imposed as conditions of obtaining service by any contract filed with and subject to the regulatory authority of the board.
- c) For failure of the member-consumer to permit the Cooperative reasonable access to the Cooperative's equipment.

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

(1) Reasonable Opportunity. The member-consumer will have a reasonable opportunity to dispute the reason for the disconnection or refusal.

(2) 12 Day & 1 Day Notice. The member-consumer, and any other person or agency designated by the member-consumer, will be sent written notice that the member-consumer has at least 12 days in which to make settlement of the account to avoid disconnection and a written summary of the rights and responsibilities available.

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

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

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

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

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

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

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

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

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

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

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

(7) Severe cold weather. A disconnection may not take place where electricity is used as the only source of space heating or to control or operate the only space heating equipment at the residence on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will be 20 degrees Fahrenheit or colder. In any case where the Cooperative has posted a disconnect notice in compliance with subparagraph 20.4(15)“d”(5) but is precluded from disconnecting service because of a National Weather Service forecast, the Cooperative may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises above 20 degrees Fahrenheit and is forecasted to be above 20 degrees Fahrenheit for at least 24 hours, unless the member-consumer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision of paragraph 20.4(15)“d.”

The Cooperative will, prior to November 1, publish in the member-consumers newsletter a notice describing the availability of winter energy assistance funds and the application process. The notice will be of a type size that is easily legible and conspicuous and will contain the information set out by the state agency administering the assistance program.

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

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

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

(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.

(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.
- f) The Cooperative may disconnect electric service without the written 12-day notice for failure of the member-consumer to comply with the terms of a payment agreement, except as provided in the Iowa Administrative Code section 199 numbered paragraph 20.4(11)“c”(1)“4,” provided the Cooperative complies with the provisions of Iowa Administrative Code 199--20.4(15)“d.”

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

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

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

6.4 Prior Indebtedness

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

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

6.5 Resale of Energy

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

6.6 Member-Consumer Rights and Responsibilities to Avoid Disconnection

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

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

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

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

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

- a. Contact the utility as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, the utility may offer you a payment plan that spreads payments evenly over at least 12 months. The plan may be longer depending on your financial situation.
- b. If you have not made the payments you promised in a previous payment plan with the utility and still owe money, you may qualify for a second payment agreement under certain conditions.

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

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

- a. Contact the local community action agency in your area: Upper Des Moines, 918 Broadway St, Suite 1, Emmetsburg, IA (712) 852-3889; Mid-Sioux Opportunity Inc., 418 Marion St, Remsen, IA (712) 786-2001; Woodbury Community Action Agency, 2700 Leech Ave, Sioux City, IA (712) 274-1610; or
- b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319; telephone (515) 281-0859. To prevent disconnection, you must contact the utility prior to disconnection of your service.
- c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify your utility that you may be eligible and have applied for energy assistance. Once your service has been disconnected, it will not be reconnected based on approval for energy assistance.
- d. Being certified eligible for energy assistance will prevent your electric service from being disconnected from November 1 through April 1.

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

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

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

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

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

- a. Your utility can shut off service between the hours of 6 a.m. and 2 p.m., Monday through Friday.
- b. The utility will not shut off your service on nights, weekends, or holidays for nonpayment of a bill.
- c. The utility will not shut off your service if you enter into a reasonable payment plan to pay the overdue amount (see #2).
- d. The utility will not shut off your service if the temperature is forecasted to be 20 degrees Fahrenheit or colder during the following 24-hour period, including the day your service is scheduled to be shut off.
- e. If you have qualified for low-income energy assistance, the utility cannot shut off your service from November 1 through April 1. However, you will still owe the utility for the service used during this time.

f. The utility will not shut off your service if you have notified the utility that you dispute a portion of your bill and you pay the part of the bill that you agree is correct.

g. If one of the heads of household is a service member deployed for military service, utility service cannot be shut off during the deployment or within 90 days after the end of deployment. For this exception to disconnection to apply, the utility must be informed of the deployment prior to disconnection. However, you will still owe the utility for service used during this time.

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

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

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

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

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

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

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

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

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

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

Section 7 Meter Installations

7.1 Ownership

The Cooperative will furnish the meter socket and furnish and install the meter. The meter may include additional or special equipment that enables certain functions to be performed from a remote location, including the disconnection or reconnection of service. The Cooperative will furnish, install and maintain such equipment if it is installed. The Cooperative reserves the right to determine under what circumstances such equipment will be installed. The member-consumer will be required to furnish and install the conductor, conduit, disconnect and/or entrance cable and all other required appurtenances. On loads requiring current transformer metering, the Cooperative will install the current transformer, meter socket and meter. Where local ordinances require inspection and approval of member-consumer's wiring by local authorities, such inspection shall be completed and certificate of approval obtained before the Cooperative will render service. The Cooperative reserves the right to request the member or applicable authority execute an exemption certificate if the member contends that the member-consumer's wiring is exempt from such requirements.

7.11 Meter Location

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

7.12 Meter Placement

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

7.13 Multi-occupancy Premises

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

Exceptions:

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

"Impractical" means: (1) where conditions or structural barriers exist in the multi-occupancy building that would make individual meters unsafe or physically impossible to install; (2) where the cost of providing individual metering exceeds the long-term benefits of

individual metering; or (3) where the benefits of individual metering (reduced and controlled energy consumption) are more effectively accomplished through a master meter arrangement.

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

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

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

7.2 Types of Meter Loop Installations

The following are a number of approved installations:

7.21 Self-Contained Metering

For loads not in excess of 200 amperes, the Cooperative will furnish the socket and the member-consumer shall provide the necessary accessories for secondary metering. The member-consumer will be required to furnish and install the conductor conduit, disconnect and/or entrance cable and all other required appurtenances.

7.22 Current Transformer Installation

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

7.23 Meter Loop Construction

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

7.3 Temporary Meter Loops (Construction Sites)

The Cooperative will furnish and install a temporary meter loop to provide electric service for construction until the member-consumer installs a permanent meter loop, provided the need for temporary service does not exceed two years.

7.4 Primary Metering

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

reduced to reflect any savings caused by primary metering.

7.5 Meter Seals

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

Section 8 Underground Electric Facilities

8.1 Ownership and/or Contribution

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

8.2 Specifications

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

8.21 Self-Contained Metering

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

8.22 Current Transformer Metering

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

8.3 New Underground Facilities - Platted Areas (Refer to Section 5.10 of this tariff)

8.4 New Underground Facilities to Single Service

The Cooperative will install, operate and maintain primary underground electric facilities from its existing facilities to a new service, if such installation is determined to be feasible and advantageous for the Cooperative. Refer to Section 5.5 of the Tariff for charges associated with service extension.

8.5 Replace Existing Facilities with Underground Facilities

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

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

Section 9 Wiring Standards

9.1 Cooperative's Requirements

9.11 Wiring Specifications

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

9.12 Inspections

Normally the Cooperative inspects only the service entrance and meter location, but the Cooperative reserves the privilege, for protection of its facilities and safeguarding its services to others, to inspect the member-consumer installations 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 governmental 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 inspections. If the member contends the installation is exempt from such requirement, the Cooperative reserves the right to require a certificate be executed by the member and/or the applicable regulatory authority attesting to the exempt nature of the installation.

9.2 Iowa Electrician's Licensing and Inspection Program Requirements

When a permit and/or an inspection by the State of Iowa, a municipality or other governmental agency is required for a newly connected or reconnected installation which is subject to the statewide electrician's licensing and inspection program the Cooperative will not energize such service until such permit is obtained and the installation passes the required inspection. For those installations not requiring an inspection, the Cooperative reserves the right to require a certificate be executed by the member and/or the applicable regulatory authority attesting to the exempt nature of the installation.

9.3 Member-Consumer's Responsibility

9.31 Responsibility of Member-Consumer

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

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

Section 10 Meter Reading

The member-consumers' meters shall be read each month by a representative of the Cooperative or by an automatic meter reading (AMR) device. Meters normally shall be read on or about the 1st day of the month.

Section 11 Billing Procedure

11.1 Type of Billing

A bill for electric service will be mailed to each member-consumer each month showing the present and previous meter readings, kWhs consumed, energy charge, power cost adjustment factor, previous balance, sales tax, late payment charge, other miscellaneous charges and the member-consumer's name and location and length of billing period.

11.2 Billing Period

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

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

11.3 Due Date

The electric bill is due twenty (20) days after the bill is rendered. The bill becomes delinquent if not paid by the due date of the month and a late payment charge shall apply after that date. If the due date falls on a Saturday, Sunday or holiday, the deadline for the payment without a late payment charge will be extended to the next working day. If payment is made by check or other negotiable instrument where the funds are not immediately available, the Cooperative shall have the discretion to deem the payment as not being made until the negotiable instrument has been honored by the financial institution upon which the instrument is drawn. Generally, if the instrument is presented on or before the twentieth (20th) day after the bill is rendered and honored on or before the twenty-third (23rd) day after the bill is rendered, the payment will be deemed timely. If the instrument is not honored on or before the twenty-third (23rd) day after the bill is rendered, the payment will be deemed late and a late payment charge will be applied.

11.31 Bill

The bill shall be the amount computed by applying the applicable rate to the electrical consumption as well as other applicable fees or charges.

11.32 Late Payment Charge

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

All material or service charges are also subject to a 1.5% late payment charge.

An additional day will be allowed for payments made at the office of the

Cooperative if the 20th day falls on a day when the office is not open to receive payments.

11.33 Forgiveness of One Late Payment

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

11.34 Change of Date of Delinquency

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

11.4 Failure to Receive Bill

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

11.5 Level Payment Plan

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

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

The Cooperative shall give notice to member-consumers when it changes the type of computation method in the level payment plan. The amount to be paid at each billing interval by a member-consumer on a level payment plan shall be computed at the time of entry into the plan and shall be recomputed at least annually. The level payment amount

may be recomputed monthly, quarterly, when requested by the member-consumer, or whenever rate, consumption, or a combination of factors results in a new estimate differing by 10 percent or more from that in use. When the level payment amount is recomputed, the level payment plan account balance shall be divided by 12, and the resulting amount shall be added to the monthly level payment amount.

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

The member-consumer will be notified of the recomputed payment amount not less than one full billing period prior to the date of delinquency for the recomputed payment. The notice may accompany the bill prior to the bill that is affected by the recomputed payment amount.

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

11.6 Parties Responsible for Payment

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

11.7 Billing Information

The Cooperative will provide the member-consumer with its own billing information for up to the prior 36-month period at no charge, at the request of the member-consumer.

Section 12 Collections

12.1 Procedure

If the bill is not paid by the due date, a late payment charge will apply, and disconnection/ collection procedures will be instituted as explained in Section 6.

A past due amount along with a notice “service is subject to disconnect if balance forward amount is not paid by the due date” will be indicated on the following month’s billing notifying the member-consumer that the bill is delinquent.

12.11 Payment Agreements

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

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

c. Terms of Payment Agreements

First Payment Agreement:

The Cooperative will offer member-consumers who have received a disconnection notice or have been disconnected for 120 days or less and who are not in default of a payment agreement the option of spreading payments evenly over at least 12 months by paying specific amounts at scheduled times. The Cooperative will offer member-consumers who have been disconnected for more than 120 days and who are not in default of a payment agreement the option of spreading payments evenly over at least 6 months by paying specific amounts at scheduled times.

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

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

The Cooperative may offer the member-consumer the option of making the agreement over the telephone or through electronic transmission. When the

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

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

Second Payment Agreement:

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

Refusal by Cooperative:

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

refusal. During the review of this request, the Cooperative shall not disconnect the service.

12.2 Returned Checks, Drafts or Orders

If a person's check, draft or order is dishonored (returned unpaid) by the bank or financial institution upon which it was drawn, the Cooperative will send the person a notice and require immediate settlement of the account. A charge for processing returned checks, drafts or orders may apply. Bills are not considered paid with such checks, drafts or orders and late payment charge will apply. (Refer to Schedule of Charges, Policy # A-5.)

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

12.3 Posting Trip and Reconnection Charges Resulting From Nonpayment of Energy Account

If a member-consumer fails to pay their electric bill or make arrangements with the office prior to the disconnect date and a trip to post the premises is necessary, a posting trip charge will apply. (Refer to Schedule of Charges, Policy # A-5.)

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

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 12.11, if applicable, shall be made.
- B. The member-consumer shall pay a reconnection fee if a trip is made to reconnect service on regular time or overtime. (Refer to Schedule of Charges, Policy # A-5.)

The member-consumer shall pay a reconnection fee if the account is reconnected remotely on regular time or overtime. (Refer to Schedule of Charges, Policy #A-5.) A remote reconnection is defined as a reconnection where a Cooperative representative is not physically present at the premise at the time of reconnection. In order to complete a remote reconnection, the Cooperative may require the member-consumer or other authorized adult to be physically at the premise at the time of reconnection.

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

Section 13 Meter Testing

13.1 Routine Testing

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

13.11 Limits

All watthour meters must be accurate to within plus or minus 2% at full and light load.

Demand meters shall be accurate to within 1.5%.

13.12 New Meters

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

13.2 Request Test

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

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

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

13.21 Referee Tests

Upon written request by a member-consumer or the Cooperative, the Utilities Board will conduct a referee test of a meter except that such tests need not be made more frequently than once in eighteen months. The request shall be accompanied by a \$30 check or money order made payable to the Cooperative.

Within five days of receipt of the written request and payment, the Utilities Board shall forward the deposit to the Cooperative and notify the Cooperative of the requirement for a test. The Cooperative shall, within 30 days after notification of the request, schedule the date, time and place of the test with the Utilities Board and member-consumer. The meter shall not be removed or adjusted before the test and the Cooperative

shall furnish all testing equipment and facilities for the test. If the tested meter is found to be more than 2 percent fast or 2 percent slow the deposit will be returned to the party requesting the test and billing adjustments shall be made as required in Subsection 13.3. The Utilities Board shall issue its report within 15 days after the test is conducted, with a copy to the member-consumer and the Cooperative.

13.3 Adjustments of Bills

13.31 Meter Error

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

13.32 Determination of Adjustment

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

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

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

The over-registration due to creep shall be calculated by timing the rate of creeping and assuming that the creeping affected the registration of the

meter for 25% of the time since the more recent of either metering installation or last meter test.

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

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

13.33 Refunds

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

13.34 Back Billing

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

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

13.35 Overcharges

When a member-consumer has been overcharged as a result of incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection of

the metering installation or other similar reasons, the amount of the overcharge shall be adjusted, refunded or credited to the member-consumer. The time period for which the Cooperative is required to adjust, refund, or credit the member-consumer's bill shall not exceed five years unless otherwise ordered by the Utilities Board.

13.36 Undercharges

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

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

13.4 Grounds on Member-Consumer's Premises

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

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

13.5 Special Metering Installations

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

perform certain functions from a remote location, such as disconnection and reconnection.

Section 14 Uncollected Accounts

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

14.1 Service Reconnection

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

14.2 Collection Agency

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

14.3 Right of Off-Set

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

Section 15 Temporary Disconnects

15.1 Definitions

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

15.2 Availability

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

15.3 Iowa Electrician's Licensing and Inspection Program Requirements

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

15.4 Charges

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

- A. If a member-consumer requests service disconnected temporarily and the period is less than six months, the minimum monthly charge will apply.
- B. If the temporary disconnection period is longer than six months refer to Section 16. The member-consumer shall pay a disconnection fee. (Refer to the Schedule of Charges in Policy A-5)
- C. The member-consumer shall pay a reconnection fee. (Refer to the Schedule of Charges in Policy A-5)
- D. All amounts, due or past due, which the member-consumer owes the Cooperative shall have been paid in full.
- E. The membership of the member making such request shall remain in good standing during the period of temporary disconnection.
- F. No bills for electric service shall be rendered to the member-consumer during the period of the temporary disconnection.

Section 16 Idle Services

16.1 Definition

An idle service charge will be applicable where the Cooperative, pursuant to an application for service to a given premises, has installed the necessary facilities to provide said electric service, but where the member-consumer or owner fails to accept and use said service within a reasonable time; or if such member-consumer or owner, after having taken service at the given premises, thereafter discontinues service for an indefinite or extended period of time.

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

16.2 Charges

The member-consumer or owner may retain the Cooperative's facilities in readiness for service for a twelve (12) month period by making a payment of \$144.00 within thirty (30) days of the date of the notice. The \$144.00 payment will be applied to the carrying cost of the Cooperative's investment in the facilities at the rate of \$12.00 per month that service is not taken.

If service is again taken during the twelve (12) month period, \$12.00 per month of the remaining balance of the \$144.00 payment will be applied to the monthly bills for the time during which service is taken, or refunded in the event a party other than the one making the payment is reconnected.

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

16.3 Rebuilding

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

Section 17 Service Calls

17.1 Cooperative's Responsibility

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

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

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

17.2 Member-Consumer's Responsibility

It will be the member-consumer's responsibility to give prompt notice to the Cooperative 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 meter belongs to the member-consumer and is the member-consumer's responsibility to maintain. Member-consumers should call on independent electricians to make any necessary repairs or improvements to their wiring or equipment.

17.3 Charges

The Cooperative reserves the right to charge the member-consumer for the cost of the service trip including labor, overhead charges, mileage and materials if the member-consumer calls out the Cooperative's personnel to correct an interruption to service and the cause is found to be in the member-consumer's wiring or equipment. (Refer to Schedule of Charges, Policy #A-5.)

If the member-consumer calls out an electrician and the trouble is found to be the Cooperative's, the Cooperative will pay the electrician for that call.

Section 18 Relocation of Facilities

18.1 Cooperative's Facilities

Should a member-consumer who is receiving adequate service request the Cooperative to move poles, wires, anchors, or guys or other facilities belonging to the Cooperative and such move will benefit only the member-consumer, then said move will be made only upon the condition that the member-consumer shall agree to pay all actual costs, including overhead charges, incidental to said move. A payment equal to the estimated costs shall be made in advance by said member-consumer.

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

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

18.2 Member-Consumer's Facilities

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

Should a member-consumer request the Cooperative to move poles, wires, anchors, or guys or other facilities belonging to the member-consumer, said move will be made only when the work load of the Cooperative will permit it and upon the condition that the member-consumer shall agree to pay all actual costs, including overhead charges, incidental to said move. A payment equal to the estimated costs shall be made in advance by said member-consumer.

When the advance exceeds the actual costs incurred, including time, transportation, overhead and materials used, a refund will be made to the member-consumer. When the advance is less than the actual costs incurred, the member-consumer will be sent a bill for the difference.

18.3 Moving of Buildings

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

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

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

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

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

Section 19 Use of Cooperative's Facilities by Member-Consumer and Others

19.1 Cooperative Facilities

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

19.2 Meter Pole

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

19.3 Poles Owned by Cooperative Other Than Meter Poles

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

19.4 Non-Liability of Cooperative

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

Section 20 Damage to Cooperative's Facilities

20.1 Member-Consumer's Responsibility

The member-consumer shall be held responsible for any loss of, or all damage to the facilities of the Cooperative located upon the member-consumer's premises unless occasioned by causes beyond the member-consumer's control or by the negligence of the Cooperative or by any act or omission on the part of the Cooperative or its authorized representative.

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

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

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

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

Section 21 Lighting Service

21.1 Definitions

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

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

21.2 Availability

Security Lighting Service is available to all member-consumers. LED security lights and 150 watt high pressure sodium security lights are available for sale to all member-consumers.

The Cooperative shall furnish, install and maintain the outdoor lighting equipment at a cost to the member-consumer, including: lamp, luminary, bracket attachment, and control device on an existing meter pole or on a suitable pole provided for by the member-consumer on the premises. Under no circumstances shall the lighting equipment be mounted on a building, windmill tower, or somewhere other than a pole, so that the lighting equipment can be readily serviced and maintained by the Cooperative's personnel. Refer to the Schedule of Charges in Policy A-5 for costs.

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

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

21.3 Maintenance of Outdoor Lighting Equipment

The Cooperative shall maintain the said lighting equipment at a cost to the member, as promptly as practicable during the regular working hours after the member-consumer has notified the Cooperative of the need for maintenance of the lighting equipment. Refer to the Schedule of Charges in Policy A-5 for costs.

Any damage to the lighting equipment resulting from deliberate malicious causes

from vandalism shall be paid for by the member-consumer.

21.4 Charges

Member-consumer's side of meter. The member-consumer will own the lighting equipment as set forth by these rules and regulations and will connect the said lighting equipment on the member-consumer's side of the meter. The electrical energy consumed by the said lighting equipment will be registered on the meter, and the member-consumer shall pay for same under the applicable rate schedule as for the rest of the electrical energy consumed by the member-consumer on the given premises.

Cooperative's side of the meter. The member-consumer will own the lighting equipment as set forth by these rules and regulations and the cooperative will connect the said lighting equipment on the Cooperative's side of the meter. The member-consumer shall pay a monthly unmetered security light charge (Refer to the Schedule of Charges in Policy A-5). The said monthly charge shall include the cost of the electrical energy consumed by the said lighting equipment. If the member-consumer desires the said lighting equipment to be removed or fails to pay the monthly charge, the Cooperative shall remove said lighting equipment (Refer to the Schedule of Charges in Policy A-5).

21.41 Purchased Security Lights

Security lights purchased by the member-consumer shall be connected to the load side of the meter. Member-consumers may purchase security lights from the Cooperative (Refer to the Schedule of Charges in Policy A-5).

The Cooperative will not be responsible for damages due to vandalism or malicious acts, after which time all maintenance charges will be assumed by the member-consumer.

21.42 Highway Lighted Intersections

The Cooperative will sell lighting for highway intersections to the County or the State and maintain said lighting equipment. The County and/or State will be billed monthly or annually for the electric usage of said highway intersection lighting according to the Schedule of Charges in Policy A-5.

21.5 Member-Consumer Permission

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

21.6 Disclaimer of Liability/Limitation of Liability

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

Section 22 Special Conditions of Service

22.1 Corrective Equipment

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

22.2 Arc Welding Installations

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

22.3 Requirements for Electric Motors

22.31 Safety Requirements

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

22.32 Protective Devices

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 re-establishment of normal service after any of the above. The Cooperative is not responsible for motor damage caused by any of the above conditions.

22.33 Large Motor Applications

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

22.34 Starting Equipment

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

22.35 Maximum Single-Phase Loads

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

The Cooperative reserves the right to limit the capacity of any single-phase service when, in its judgment, such service will impair the service to other member-consumers, or such service shall exceed the capacity of the Cooperative facilities.

When a member-consumer requires service larger than 400 Ampere meter loop capacity, the Cooperative may require that said member-consumer be served with three-phase service.

22.4 Standby Generators

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

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

The connection from the double throw switch to the standby generator is the responsibility of the member-consumer. The generator, when being used, shall then be operated from this connection only. Operating a standby generator from any other source of a connecting point which could cause bodily injury to any personnel, cooperative's or others, is prohibited.

22.5 New Structure Energy Conservation Standards

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

with the standards by signing a form provided by the Cooperative. No certification will be required for structures that are not heated or cooled by electric service, or are not intended primarily for human occupancy.

Section 23 Complaints

23.1 Member-Consumer Complaints

Member-consumer complaints received by mail, telephone or in person shall be acted upon promptly. Telephone number (712) 707-4935 is answered continuously for the handling of problems or complaints of an emergency nature.

Telephone number (712) 707-4935 is answered Monday through Friday, to handle routine business complaints and other communications.

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

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

23.2 Records

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

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

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

Section 24 Inspection of Electrical Plant

24.1 Periodic Inspection

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

24.2 Inspection Forms

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

24.3 Filing

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

24.4 Construction and Maintenance

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

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

Section 25 Forms and Contracts

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

Section 26. COGENERATION AND SMALL POWER PRODUCTION

North West Rural Electric Cooperative ("Cooperative") is a member of Northwest Iowa Power Cooperative, a generation and transmission cooperative ("G&T" or "NIPCO") and obtains all of its wholesale power from NIPCO. The Cooperative and NIPCO have filed a Joint Implementation Plan with the Federal Energy Regulatory Commission ("FERC") which provides for coordinated implementation of the obligations of NIPCO and Cooperative relative to qualifying facilities. Pursuant to said Plan, Cooperative agrees to provide to any qualifying facility in its service territory supplementary, backup, maintenance, and interruptible power and NIPCO agrees to purchase energy and capacity from said facility, all in accordance with the requirements of the Public Utilities Regulatory Policies Act ("PURPA"). Those provisions of this tariff relating to sales to the qualifying facility shall apply to Cooperative and those provisions regarding purchases from the qualifying facility shall apply to NIPCO. Accordingly, any qualifying facility seeking services pursuant to this tariff should coordinate their efforts with both NIPCO and Cooperative. The Cooperative also notes that NIPCO obtains its wholesale power from Basin Electric Power Cooperative, and coordination with said entity may also be necessary.

26.1 Availability:

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

26.2 Definitions:

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

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

26.3 Requirements for Interconnection:

All facilities shall meet certain requirements to be eligible for interconnection pursuant to the terms and conditions of this section. The Cooperative shall assist the applicant in determining the appropriate level of

review process required for the interconnection. The Cooperative has developed 4 levels of review process. The appropriate level generally depends upon the size and type of generator and the type of interconnection requested. The levels of review are described in the Attached Appendix A.

26.3.1 Application for Interconnection

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

26.3.2 Acceptable Interconnection Standards

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

- A. The member-consumer shall comply with acceptable standards for interconnection, safety, and operating reliability. Acceptable standards include the most current revisions of the following, as adopted in the Iowa Administrative Code section 199-15.10(1) in order to be eligible for interconnection to the Cooperative or G&T electric system:
 1. Standards for Interconnecting Distributed Resources with Electric Power Systems, ANSI/IEEE Standard 1547-2003. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
 - 1) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems - IEEE Standard 519-1992; and,
 - 2) IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.
 2. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
 3. National Electrical Code, ANSI/NFPA 70-2011.
- B. The member-consumer facility shall meet the standards for interconnection as set forth in the Model Interconnection Agreements and the attachments thereto. Said Model Agreements are attached hereto as Appendices B and E.
- C. The member-consumer shall agree to indemnify and defend the Cooperative and G&T and their representatives against liability for any injuries or damages caused by the operation of the member-consumer's equipment or by any failure of the member-consumer to maintain such equipment in satisfactory or safe operating condition. The member-consumer will arrange for and maintain liability insurance with limits of not less than those set forth in the attached appendices, with the insurance requirements varying depending upon the size of the interconnecting generator. Failure to maintain required insurance or proof of financial responsibility shall be cause for disconnection. The Cooperative and G&T shall be named as additional insureds, to the extent specified in the attached appendices.
- D. The member-consumer shall reimburse the Cooperative or G&T for costs incurred by the Cooperative or G&T for all costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Cooperative or G&T directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility, to the extent the costs are in excess of the corresponding

costs which the Cooperative or G&T would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.

- E. The member-consumer shall agree to discontinue sales to Cooperative/G&T when, due to operational circumstances, purchases from the member-consumer will result in G&T costs greater than those which G&T would incur if it did not make such purchases, but instead generated an equivalent amount of energy, provided, however, that G&T shall notify the member-consumer within a reasonable amount of time to allow the member-consumer to cease the delivery of energy.
- F. The applicant and the Cooperative shall execute the applicable Model Interconnection Agreement prior to interconnection. In the event the applicant desires to sell any excess output from its facility to the G&T, a separate power purchase agreement shall be required for all interconnections except Level 1. For Level 1 interconnections, the terms of purchase are set out on Attachment 2 to the Level 1 Standard Application Form and Interconnection Agreement.
- G. The member-consumer shall permit Cooperative or G&T representatives to enter upon member-consumer's property at any reasonable time for the purpose of inspecting or testing member-consumer's equipment, facilities or apparatus and the accuracy of the Cooperative or G&T's metering equipment, but such inspections shall not relieve the member-consumer of the obligation to maintain the member-consumer's facilities in satisfactory operating conditions. The Cooperative or G&T may charge the direct expense of such inspecting or testing of the member-consumer's equipment, facilities or apparatus to the member-consumer, unless the member-consumer can demonstrate the inspecting and testing was not necessary. The member-consumer shall adopt a program of inspection of the generator and its appurtenances and the interconnection equipment in order to determine necessity for replacement and repair.
- H. The member-consumer shall be responsible for the costs of installation and maintenance of any necessary power factor correction capacitors. Member-consumers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Member-consumers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- I. The member-consumer's electric generating equipment shall be designed; operated and maintained in such a manner that it does not adversely affect the Cooperative's or G&T's system or their service to their other members.

26.4 Rates for Purchased Power

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

The member-consumer shall purchase electric power and energy from the Cooperative at the Cooperative's applicable price or rate, depending upon the member-consumer's operations and requirements. The Cooperative does not currently have a separate price or rate schedule for co-

generators and small power producers with a capacity of less than 150 kW, but reserves the right to create a separate price or rate based upon the unique characteristics of such member-consumers. All member-consumers with generators 150 kW or greater who elect to self-generate shall be subject to the member standby rate.

26.4.2 Rates for purchases from member-consumer

General PURPA purchase rates:

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

QFs with design capacity of up to 50 kW

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

QFs with design capacity of greater than 50 kW and up to 150 kW

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

QFs with a design capability of greater than 150 kW

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

Net Metering Option:

The Cooperative has developed a Net Metering option for facilities that are member-owned at any one geographic location with a nameplate capacity rating of up to 50 kW (alternating current (AC)) and that are sized according to the member-consumer's average monthly KW demand load. Such facilities will be referred to in this tariff individually as "Net Metering Facility." The availability of this optional rate is subject to a total facility cap of 500 kW of nameplate capacity on the Cooperative's system. The Net Metering terms will be as set forth in Attachment 2 of the Level 1 Standard Application Form and Interconnection Agreement (Appendix B) or the Separate Power Purchase Agreement for other Levels of interconnection.

Failure of the qualifying facility to operate its generators at a measured capacity that is not greater than their average monthly kW demand load or 50 kW, whichever is less, shall result in the following:

- A) The Cooperative will notify the member-qualifying facility of the fact that its generating equipment has failed to operate below the stated maximum capacity rating and will provide the member/qualifying facility with the date, time and kW reading that substantiate this finding.
- B) The Cooperative shall compensate the member/qualifying facility for all metered electricity produced by said qualifying facility during the thirty (30) day period during which the failure occurred, at the Cooperative's Generation and Transmission Supplier's avoided cost rate.
- C) The Cooperative shall continue to pay the member/qualifying facility for subsequent electricity produced and delivered pursuant to this distributed generation agreement, at the Cooperative's Generation and Transmission Supplier's avoided cost rate until:
 - 1) The problem with the generator that caused it to operate at or above the statutory maximum capacity has been remedied; and

- 2) The Cooperative has been provided documentation adopted by an Iowa Professional Engineer, that confirms the problem with the generator has been remedied.

After the above has successfully occurred and for a period of twelve months thereafter, the member/qualifying facility will be compensated for electricity produced and delivered pursuant to this Agreement at the Cooperative's avoided cost rate. Thereafter, the member/qualifying facility will again be compensated pursuant to the net metering program, beginning on the first day after the twelfth month following successful completion of the conditions identified above.

The Cooperative's interruptible electric heat and all-electric heat rates are not available for member-consumers who elect to utilize net metering.

The member must be, and continue to be, current with payment on its electric account with Cooperative.

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

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

26.4.3 Wheeling Charges

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

Appendix A - Levels of Review

Level 1

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

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

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

- For interconnection to a radial distribution circuit, the total of all DG connected may not exceed 15% of the maximum load normally supplied by the circuit
- For interconnection on a single-phase shared secondary line, the aggregate generation capacity on the line will not exceed 50 kVA
- When the DG facility is single-phase and proposes to interconnect on a center tap neutral of a 240 volt service, its addition may not create an imbalance between the 2 sides of the 240 volt service of more than 20% of nameplate rating of the service transformer
- Utility shall not be required to construct any facilities on its own system to accommodate the DG facility's interconnection
- For interconnection to a spot network, DG will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year

Level 2

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

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

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

- For interconnection to a radial distribution circuit, the total of all DG connected may not exceed 15% of the maximum load normally supplied by the circuit
- The proposed DG, in aggregation with other DG on the distribution circuit, may not contribute more than 10% to the circuit's maximum fault current at the point on the primary line nearest the point of interconnection
- The proposed DG, in aggregation with other DG on the circuit, shall not cause any electric utility distribution devices to be exposed to fault currents exceeding 90% of their short-circuit interrupting capability.
- When a DG facility is to be connected to a 3-phase, 3 wire primary line, a 3-phase or single phase generator shall be connected phase-to-phase
- When a DG facility is to be connected to a 3-phase, 4 wire primary line, a 3-phase or single phase generator shall be connected line-to-neutral and shall be grounded
- For interconnection on a single-phase shared secondary line, the aggregate generation capacity on the line will not exceed 150 kVA
- When the DG facility is single-phase and proposes to interconnect on a center tap neutral of a 240 volt service, its addition may not create an imbalance between the 2 sides of the 240 volt service of more than 20% of nameplate rating of the service transformer
- A DG facility, in aggregate with other DG facilities interconnected to the distribution side of a substation transformer feeding the circuit where the facility proposed to interconnect, may not exceed 10 MVA in an area where there are transient stability limitations

- Utility shall not be required to construct any facilities on its own system to accommodate the DG facility's interconnection, except minor modifications following agreed upon additional review.
- For interconnection to a spot network, DG will use protective equipment to ensure power imported from utility to the network will remain above 1% of the network's maximum load over the last year

Level 3

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

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

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

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

Level 4

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

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

Appendix B – Level 1 standard application form and distributed generation interconnection agreement

LEVEL 1:
STANDARD APPLICATION FORM AND INTERCONNECTION AGREEMENT

Interconnection Request Application Form and
Conditional Agreement to Interconnect
(For Lab-Certified Inverter-Based Distributed Generation Facilities 50 kVA or Smaller)

AN APPLICATION FEE OF \$100 MUST BE SUBMITTED WITH THE APPLICATION

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

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

Alternate Contact Information (if different from Applicant)

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

Equipment Contractor

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

Electrical Contractor (if Different from Equipment Contractor):

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

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

Location of proposed facility: _____
Name of Customer at said location: _____
Mailing Address: _____

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

Intent of Generation

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

- Offset Load (Unit will operate in parallel, but will not export power to Cooperative or G&T) (If this option is selected, neither the Cooperative nor the G&T will purchase any portion of the generation facility output and Attachment 2 is not applicable)
- Self-Use and Sales to the G&T (Unit will operate in parallel and may export and sell excess power to G&T pursuant to the Cooperative's and G&T's Joint PURPA Implementation Plan under the terms set forth in Attachment 2, which attachment must be executed by Cooperative and G&T). [Cooperative and G&T have developed a net metering option for certain facilities as described in Attachment 2.]
- Sell all output to the G&T pursuant to the following special rate (Specify applicable rate):

- Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)
(Note: Back-up units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.) (Under this option, the Cooperative will not purchase any portion of the generation facility output and Attachment 2 is not applicable)
- Sale of generation output to customer upon whose premise the facility is located and export and sell any excess power to the G&T, which sales may require a separate point of interconnection, metering, and power purchase agreement.
- Other: (Please Explain): _____

Note: The Cooperative is a Member of Northwest Iowa Power Cooperative (G&T) and the Cooperative and G&T are parties to a Joint PURPA Implementation Plan filed with FERC pursuant to which any purchase from a Qualifying Facility is to be made by G&T rather than Cooperative.

Distributed Generation Facility ("Facility") Information

Facility Address: _____
City: _____ State: _____ Zip Code: _____
Cooperative serving Facility site: _____
Account Number of Facility site (existing cooperative member-consumers): _____
Inverter Manufacturer: _____ Model: _____

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

Yes ___ No ___

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

Generation Facility Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Energy Source: Wind ___ Solar ___ Biomass ___ Hydro ___ Diesel ___
Natural Gas ___ Fuel Oil ___ Other: _____

Energy Converter Type: Wind Turbine ____ Photovoltaic Cell ____ Fuel Cell ____
Reciprocating Engine ____ Other: _____

Commissioning Test Date: _____

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

Disconnect Switch: Identify type and location of disconnect switch: _____

Is the generation facility a qualifying facility as defined under Public Utilities Regulatory Policy Act (18CFR Part 292, Subpart B)?

Yes ____ No ____

Insurance Disclosure

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

Other Facility Information

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

One-Line Diagram attached: ____ Yes

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

Plot Plan attached: ____ Yes

Customer Signature

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

Applicant Signature: _____

Title: _____ Date: _____

.....

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

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

.....

Conditional Agreement to Interconnect Distributed Generation Facility

Receipt of the application fee, if any, is acknowledged and, by its signature below, the Cooperative has determined the interconnection request is complete. Interconnection of the distributed generation facility is conditionally approved contingent upon the attached terms and conditions of this Agreement, the return of the attached Certificate of Completion, duly executed verification of electrical inspection and successful witness test. Note that to the extent the Interconnection Customer wishes G&T to purchase any output from the interconnected generation facility, attachment 2 shall be applicable and the same shall be executed by the Interconnection Customer, Cooperative, & G&T.

Cooperative Signature: _____ Date: _____

Name: _____ Title: _____

ATTACHMENT 1

Level 1: Standard Interconnection Agreement

Terms and Conditions for Interconnection

- 1) Construction of the Distributed Generation Facility. The interconnection member-consumer may proceed to construct (including operational testing not to exceed 2 hours) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the Cooperative.
- 2) Final Interconnection and Operation. The interconnection member-consumer may operate the distributed generation facility and interconnect with the Cooperative's electric distribution system after all of the following have occurred:
 - a. Electrical Inspection: Upon completing construction, the interconnection member-consumer shall cause the distributed generation facility to be inspected by the local electrical inspection authority who shall establish that the distributed generation facility meets local code requirements.
 - b. Certificate of Completion: The interconnection member-consumer shall provide the Cooperative with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection member-consumer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c. The Cooperative has completed its witness test as per the following:
 - i. The interconnection member-consumer shall provide the Cooperative at least 15 business days' notice of the planned commissioning test for the distributed generation facility. Within 10 business days after the commissioning test, the Cooperative may, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and operating as designed and in accordance with the requirements of IEEE 1547.
 - ii. If the Cooperative does not perform the witness test within the 10 business days after the commissioning test or such other time as is mutually agreed to by the Parties, the witness test is deemed waived, unless the Cooperative cannot do so for good cause. In these cases, upon Cooperative request, the interconnection member-consumer shall agree to another date for the test within 10 business days after the original scheduled date.
- 3) IEEE 1547. The distributed generation facility shall be installed, operated and tested in accordance with the requirements of The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems," as well as any applicable federal, state, or local laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.
- 4) Access. The Cooperative must have access to the isolation device or disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the Cooperative shall provide notice to the member-consumer prior to using its right of access.
- 5) Metering. Any required metering shall be installed pursuant to the Cooperative's metering rules filed with the Iowa Utilities Board under subrule 199 IAC 20.2(5).
- 6) Disconnection. The Cooperative may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
 - a. For scheduled outages, provided that the distributed generation facility is treated in the same manner as Cooperative's load member-consumers;
 - b. For unscheduled outages or emergency conditions;
 - c. If the distributed generation facility does not operate in the manner consistent with this Agreement or the applicable requirements of 199 IAC Chapters 15 or the Cooperative's tariff;
 - d. Improper installation or failure to pass the witness test;
 - e. If the distributed generation facility is creating a safety, reliability or a power quality problem;
 - f. The interconnection equipment used by the distributed generation facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved;
 - g. Unauthorized modification of the interconnection facilities or the distributed generation facility; or

h. Unauthorized connection to the Cooperative's electric system.

- 7) Indemnification. The interconnection member-consumer shall indemnify and defend the Cooperative and the Cooperative's directors, officers, employees, and agents from all claims, damages and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection member-consumer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection member-consumer's willful misconduct or breach of this Agreement. The Cooperative shall indemnify and defend the interconnection member-consumer and the interconnection member-consumer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the Cooperative's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the Cooperative's willful misconduct or breach of this Agreement.
- 8) Insurance. The interconnection member-consumer shall provide the Cooperative with proof that it has a current homeowner's insurance policy or other general liability policy. The interconnection member-consumer agrees to provide the Cooperative with at least 30 calendar days' advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Agreement and may be required to show proof of insurance on an annual basis.
- 9) Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, provided that in no event shall death, bodily injury or third-party claims be construed as indirect or consequential damages.
- 10) Termination. This Agreement will remain in effect until terminated and may be terminated under the following conditions:
- a. By interconnection member-consumer - The interconnection member-consumer may terminate this interconnection agreement by providing written notice to the Cooperative. If the interconnection member-consumer ceases operation of the distributed generation facility, the interconnection member-consumer must notify the Cooperative.
 - b. By the Cooperative - The Cooperative may terminate this Agreement without liability to the interconnection member-consumer if the interconnection member-consumer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to in writing prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection member-consumer receives notice of its violation from the Cooperative.
- 11) Modification of Distributed Generation Facility. The interconnection member-consumer must receive written authorization from the Cooperative before making any changes to the distributed generation facility that could affect the Cooperative's distribution system. If the interconnection member-consumer makes such modifications without the Cooperative's prior written authorization, the Cooperative shall have the right to disconnect the distributed generation facility.
- 12) Permanent Disconnection. In the event the Agreement is terminated, the Cooperative shall have the right to disconnect its facilities or direct the interconnection member-consumer to disconnect its distributed generation facility.
- 13) Disputes. Each Party agrees to attempt to resolve all disputes regarding the provisions of this Agreement that cannot be resolved between the two Parties pursuant to the dispute resolution provisions found in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.12). However, Cooperative's agreement to utilize the dispute resolution provisions of the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
- 14) Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa. Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the interconnection member-consumer.

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

If Notice is to Interconnection Customer:

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

If Notice is to Cooperative:

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

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

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

ATTACHMENT 2
Level 1: Standard Interconnection Agreement

Terms of G&T Purchases from Distribution Facility

1. Agreement to Purchase.

Cooperative is a member of Northwest Iowa Power Cooperative (G&T) and obtains all of its wholesale power from G&T. The Cooperative and G&T have filed a Joint Implementation Plan with the Federal Energy Regulatory Commission ("FERC") which provides for coordinated implementation of the obligations of G&T and Cooperative relative to qualifying facilities. Pursuant to said Plan, Cooperative agrees to provide to any qualifying facility in its service territory supplementary, backup, maintenance, and interruptible power and G&T agrees to purchase energy and capacity from said facility, all in accordance with the requirements of the Public Utilities Regulatory Policies Act ("PURPA"). In the event the Interconnecting Customers selects the option of Self-Use and Sales to the G&T on the Application Form or sale of generation output to customer upon whose premise the facility is located, then the G&T agrees to purchase from the Interconnection Customer such excess energy and capacity as may be available for purchase from the Interconnection Customer's facility and which Interconnection Customer desires to sell to the G&T. The G&T acknowledges that Interconnection Customer may utilize some of the energy Interconnection Customer generates as it is being generated and the G&T understands that it will only purchase such excess as Interconnection Customer delivers to Cooperative. In the event the Interconnecting Customers selects the option of selling all output to the G&T under one of the special rate options on the Application Form, then the G&T agrees to purchase from the Interconnection Customer all energy and capacity from the Interconnection Customer's facility.

2. Rates

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

- ____ Qualifying Facility Generation Purchase Rate under PURPA.
- ____ Small Renewable Energy Purchase Rate (Customer keeps Green Tags).
- ____ Small Renewable Energy Purchase Rate (Customer does not keep Green Tags).

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

- a. Metering capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the QF and from the QF to the Cooperative's facilities, with each directional energy flow recorded independently.
- b. Metering capable of measuring power flows in each direction on an hourly or other real-time basis.

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

4. NET METERING OPTION:

(This option is only available to QF's that are member-owned with a nameplate capacity rating of up to 50 kW (alternating current (AC)) and that are sized according to the member-consumer's average monthly KW demand load. The individual availability is subject to an overall cap on the Cooperative's system of 500 kW of nameplate capacity.)

The Cooperative's interruptible electric heat and all electric heat rates are not available for member-consumers who elect to utilize net metering.

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

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

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

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the QF exceed the deliveries of energy in kWh from the QF to the Cooperative, the QF shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the rate applicable to its type or class of electric service.

The Cooperative shall not be required to convert the Net Metering Credit to cash at any time during the year; however, the total Net Metering Credit existing at the end of each year, expressed in kWh, shall be converted to cash at the rate set forth in the applicable NIPCO Rate Schedules, as they may be amended from time to time. The rate shall be at least equal to NIPCO's avoided cost as defined in the PURPA regulations. A copy of the rate schedules are available upon request.

6. Disposition of Renewable Energy Credits in the Net Metering Scenario. The net metering arrangement provided to Member-Consumer herein is for the purposes of promoting small-scale renewable generation facilities, such as the facility owned by Member-Consumer. The parties agree that all kWh's delivered by the QF to the Cooperative shall be deemed to have been purchased by G&T at the point of delivery, even though the Cooperative shall have given the Member-Consumer Net Metering Credits rather than a cash payment for the same. In addition, such purchases shall include the purchase of any "green tags," renewable energy credits, or other environmental attributes associated with the purchase of renewable energy.
7. Term. The agreement to purchase as described in this attachment shall become effective on the date and year the Standard Application Form and Interconnection Agreement is executed by the parties, and it shall remain in effect for a term of two (2) years from and after the commencement of the initial billing period. This agreement shall thereafter continue for successive terms of one (1) year each, for a maximum total period of five (5) years, unless terminated by either party giving the other not less than three (3) months' written notice of its desire to terminate this Agreement. In no event shall the agreement to purchase extend beyond the date of the Interconnection Agreement, and in the event the Interconnection Agreement is terminated, the agreement to purchase as described in this attachment shall also be terminated.

The undersigned parties agree to the terms and conditions of this Attachment 2.

North West Rural Electric Cooperative

By: _____

Date: _____

Northwest Iowa Power Cooperative

By: _____

Date: _____

Member-Consumer

By: _____

Date: _____

Appendix C – Standard certificate of completion

CERTIFICATE OF COMPLETION

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

Interconnection Customer Information

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

Installer: _____ Check if owner-installed: ____

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

Final Electric Inspection and Interconnection Customer Signature

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

Signed: _____ Date: _____
(Signature of interconnection member-consumer)

Printed Name: _____

Check if copy of signed electric inspection form is attached: ____

Check if copy of as built documents is attached (projects larger than 10 kVA only): ____

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

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

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

If not waived, date of successful Witness Test: _____ Passed: (Initial) (____)

Cooperative Signature: _____ Date: _____

Printed Name: _____ Title: _____

Appendix D – Levels 2 to 4: standard application form

LEVELS 2 TO 4:
STANDARD INTERCONNECTION REQUEST APPLICATION FORM
(For Distributed Generation Facilities 10 MVA or less)

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

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

Alternative Contact Information (if different from Customer Contact Information)

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

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

Equipment Contractor

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

Electrical Contractor (if different from Equipment Contractor)

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

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

Location of proposed facility: _____
Name of Customer at said location: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Electric Service Information for Customer Facility where Generator will be Interconnected

Capacity: _____ (Amps) Voltage: _____ (Volts)
Type of Service: ____ Single Phase ____ Three Phase

If 3 Phase Transformer, Indicate Type:

Primary Winding ____ Wye ____ Delta

Secondary Winding ____ Wye ____ Delta

Transformer Size: _____ Impedance: _____

Intent of Generation

- Offset Load (Unit will operate in parallel, but will not export power to Cooperative or G&T)
- Self-Use and Sales to the G&T (Unit will operate in parallel and may export and sell excess power to Cooperative's system pursuant to the Cooperative's tariff and a separate power purchase agreement to be executed by QF and NIPCO pursuant to Cooperative and NIPCO's Joint PURPA Implementation Plan)
- Sell all output to the G&T (Unit will operate in parallel and shall sell all output of the Qualifying Facility to the G&T)
- Wholesale Market Transaction (Unit will operate in parallel and participate in MISO or other wholesale power markets pursuant to separate requirements and agreements with MISO or other transmission providers, and applicable rules of the Federal Energy Regulatory Commission)
- Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)
(Note: Back-up units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.)
- Sale of generation output to customer upon whose premise the facility is located and export and sell any excess power to the G&T, which sales may require a separate point of interconnection, metering, and power purchase agreement.
- Other: (Please Explain): _____

Note: The Cooperative is a Member of Northwest Iowa Power Cooperative (G&T) and the Cooperative and G&T are parties to a Joint PURPA Implementation Plan filed with FERC pursuant to which any purchase from a Qualifying Facility is to be made by G&T rather than Cooperative.

Generator & Prime Mover Information

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

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

Generator Size: _____ kW or _____ kVA Number of Units: _____

Total Capacity: _____ kW or _____ kVA and _____ (AC Volts)

Generator Type (Check one):

☐ Induction ☐ Inverter ☐ Synchronous ☐ Other: _____

Requested Procedure Under Which to Evaluate Interconnection Request

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

- Level 2 – Lab-certified interconnection equipment with an aggregate electric nameplate capacity greater than 50 kVA and up to 150 kVA. Lab-certified is defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1). (Application fee is \$100 plus \$1.00 per kVA.)
- Level 3 – Distributed generation facility does not export power. Nameplate capacity rating is less than or equal to 50 kVA if connecting to area network or less than 150 kVA if connecting to a radial distribution feeder. (Application fee amount is \$500 plus \$2.00 per kVA.)
- Level 4 – Nameplate capacity rating is less than or equal to 10 MVA and the distributed generation facility does not qualify for a Level 1, Level 2, or Level 3 review, or the distributed generation facility has been reviewed but not approved under a Level 1, Level 2, or Level 3 review. (Application fee amount is \$1,000 plus \$2.00 per kVA, to be applied toward any subsequent studies related to this application.)

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

Distributed Generation Facility Information:

Commissioning Test Date: _____

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

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

Please provide copies of manufacturer brochures or technical specifications.

Energy Production Equipment/Inverter Information:

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

For Synchronous Machines:

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

Manufacturer: _____
Model No.: _____ Version No.: _____

Submit copies of the Saturation Curve and the Vee Curve

___ Salient ___ Non-Salient
Torque: ___ lb-ft Rated RPM: ___ Field Amperes: ___ at rated generator
voltage and current and ___ % PF over-excited
Type of Exciter: _____
Output Power of Exciter: _____
Type of Voltage Regulator: _____
Locked Rotor Current: ___ Amps Synchronous Speed: ___ RPM
Winding Connection: ___ Min. Operating Freq./Time: _____
Generator Connection: ___ Delta ___ Wye ___ Wye Grounded
Direct-axis Synchronous Reactance: (Xd) ___ ohms
Direct-axis Transient Reactance: (X'd) ___ ohms
Direct-axis Sub-transient Reactance: (X''d) ___ ohms
Negative Sequence Reactance: ___ ohms
Zero Sequence Reactance: ___ ohms
Neutral Impedance or Grounding Resister (if any): ___ ohms

For Induction Machines:

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

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

Reverse Power Relay Information (Level 3 Review Only):

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

Additional Information For Inverter-Based Facilities:

Inverter Information:

Manufacturer: _____ Model: _____
Type: ___ Forced Commutated ___ Line Commutated
Rated Output: _____ Watts _____ Volts
Efficiency: _____ % Power Factor: _____ %
Inverter UL1741 Listed: ___ Yes ___ No

DC Source/Prime Mover:

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

Other Facility Information:

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

One-Line Diagram attached: ____ Yes

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

Plot Plan attached: ____ Yes

Disconnect Switch: Identify type and location of disconnect switch: _____

Is the generation facility a qualifying facility as defined under Public Utilities Regulatory Policy Act (18CFR Part 292, Subpart B)?

Yes _____ No _____

Customer Signature:

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

Applicant Signature: _____

Title: _____ Date: _____

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

Amount: _____

Cooperative Acknowledgement:

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

Cooperative Signature: _____ Date: _____

Printed Name: _____ Title: _____

Appendix E – Levels 2 to 4: standard distributed generation interconnection agreement

LEVELS 2 TO 4:
STANDARD INTERCONNECTION AGREEMENT
(For Distributed Generation Facilities with a capacity of 10 MVA or less)

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

Recitals:

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

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

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

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

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

- 1.1 This Agreement shall be used for all approved interconnection requests for distributed generation facilities that fall under Levels 2, 3, and 4 according to the procedures set forth in the Cooperative's tariff.
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel with, the Cooperative's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection member-consumer's power. Any excess output sought to be sold by the QF to the utility shall be purchased by NIPCO under a separate Power Purchase Agreement under the Joint PURPA Implementation Plan filed with FERC and such purchases shall be subject to any limitations as may be set forth elsewhere in the Cooperative's tariffs or rate schedules.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the interconnection member-consumer.
- 1.5 Terms used in this Agreement are defined in Attachment 1 hereto or in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) unless otherwise noted.
- 1.6 Responsibilities of the Parties

- 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable

laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.

1.6.2 The Cooperative shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.

1.6.3 The interconnection member-consumer shall construct, own, operate, and maintain its distributed generation facility and interconnection facilities in accordance with this Agreement.

1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.

1.6.5 The interconnection member-consumer agrees to design, install, maintain, and operate its distributed generation facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the Cooperative.

1.6.6 The interconnection member-consumer shall designate an operator who will be responsible for day-to-day operations of the distributed generation facility and available for communication on a 24 hour per day/7 day per week basis with Cooperative, G&T, the Local Balancing Authority, MISO and other applicable entities with jurisdiction over the operation of the Facility and Cooperative's System.

1.7 Parallel Operation Obligations

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

1.8 Metering

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

1.9 Reactive Power

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

of interconnection between .90 lagging and .90 leading at all times.

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

1.9.3 If the interconnection member-consumer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection member-consumer is in default, and the terms of Article 6.5 apply.

1.10 Standards of Operations

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

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

2.1 Equipment Testing and Inspection

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

2.1.1 The Cooperative shall perform a witness test after construction of the distributed generation facility is completed, but before parallel operation, unless the Cooperative specifically waives the witness test. The interconnection member-consumer shall provide the Cooperative at least 15 business days' notice of the planned commissioning test for the distributed generation facility. If the Cooperative performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection member-

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

2.1.2 If the interconnection member-consumer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection member-consumer shall obtain permission from the Cooperative before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The Cooperative may, at its own expense, send qualified personnel to the distributed generation facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The Cooperative is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test.

2.1.3 After the distributed generation facility passes the witness test, the Cooperative shall affix an authorized signature to the certificate of completion and return it to the interconnection member-consumer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned nor delayed.

2.2 Commercial Operation

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

2.3 Right of Access

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

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

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

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

3.3 Termination

- 3.3.1 The interconnection member-consumer may terminate this Agreement at any time by giving the Cooperative 30 calendar days' prior written notice.
- 3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.
- 3.3.3 The Cooperative may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection member-consumer to complete construction of the distributed generation facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by mutual written agreement between the Parties prior to the expiration of the 12-month period.
- 3.3.4 The Cooperative may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection member-consumer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility, or if the interconnection member-consumer fails to operate the distributed generation facility in parallel with the Cooperative's electric system for three consecutive years.
- 3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from the Cooperative's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.
- 3.3.6 If the Agreement is terminated, the interconnection member-consumer loses its position in the interconnection review order.

3.4 Temporary Disconnection

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

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

- 3.4.2 Scheduled maintenance, construction, or repair – the Cooperative may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from the Cooperative's electric distribution system when necessary for scheduled maintenance, construction, or repairs on Cooperative's electric distribution system. To the extent possible, the Cooperative shall provide the interconnection member-consumer with notice five business days before an interruption. The Cooperative shall coordinate the reduction or temporary disconnection with the interconnection member-consumer; however, the interconnection member-consumer is responsible for out-of-pocket costs incurred by the Cooperative for deferring or rescheduling maintenance, construction, or repair at the interconnection member-consumer's request.
- 3.4.3 Forced outages – The Cooperative may suspend interconnection service to repair the Cooperative's electric distribution system. The Cooperative shall provide the interconnection member-consumer with prior notice, if possible. If prior notice is not possible, the Cooperative shall, upon written request, provide the interconnection member-consumer with written documentation, after the fact, explaining the circumstances of the disconnection.
- 3.4.4 Adverse system impact – the Cooperative must provide the interconnection member-consumer with written notice of its intention to disconnect the distributed generation facility, if the Cooperative determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports the Cooperative's decision to disconnect must be provided to the interconnection member-consumer. The Cooperative may disconnect the distributed generation facility if, after receipt of the notice, the interconnection member-consumer fails to remedy the adverse system impact within 12 days, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The Cooperative may continue to leave the generating facility disconnected until the adverse system impact is corrected to the satisfaction of both the Cooperative and the adversely-impacted member-consumer.
- 3.4.5 Modification of the distributed generation facility – The interconnection member-consumer must receive written authorization from the Cooperative prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection member-consumer modifies its facility without the Cooperative's prior written authorization, the Cooperative has the right to disconnect the distributed generation facility until such time as the Cooperative concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 Unauthorized connection to the Cooperative's electric distribution system.
- 3.4.7 Failure of the distributed generation facility to operate in accordance with this Agreement or the applicable requirements of 199 IAC Chapter 15 or the Cooperative's tariff.
- 3.4.8 The Cooperative is not responsible for any lost opportunity or other costs incurred by interconnection member-consumer as a result of an interruption of service under Article 3.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The interconnection member-consumer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The Cooperative shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with the Cooperative's electric distribution system, the cost of those facilities, and the time required to build and

install those facilities, as well as an estimated date of completion of the building or installation of those facilities.

- 4.1.2 The interconnection member-consumer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

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

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

- 5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)

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

5.1.2 Within 90 calendar days after completing the construction and installation of the Cooperative's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the Cooperative shall provide the interconnection member-consumer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the Cooperative's interconnection facilities and distribution upgrades; and (2) the interconnection member-consumer's previous deposit and aggregate payments to the Cooperative for the interconnection facilities and distribution upgrades. If the interconnection member-consumer's cost responsibility exceeds its previous deposit and aggregate payments, the Cooperative shall invoice the interconnection member-consumer for the amount due and the interconnection member-consumer shall make payment to the Cooperative within 30 calendar days. If the interconnection member-consumer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the Cooperative shall refund to the interconnection member-consumer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection member-consumer, if the difference between the budget estimate and the actual cost exceeds 20%, the Cooperative will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article

8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.

5.2 Interconnection Customer Deposit

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

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

6.1 Assignment

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

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

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

6.2 Limitation on Damages

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

6.3 Indemnity

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

6.3.2 The interconnection member-consumer shall indemnify and defend the Cooperative and the Cooperative's directors, officers, employees, and agents, from all claims, damages, and

expenses, including reasonable attorney's fees, to the extent resulting from the interconnection member-consumer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection member-consumer's willful misconduct or breach of this Agreement.

- 6.3.3 The Cooperative shall indemnify and defend the interconnection member-consumer and the interconnection member-consumer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the Cooperative's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the Cooperative's willful misconduct or breach of this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle, or consent to the entry of any judgment with respect to, or pay in full, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery by the indemnified Party.

6.4 Force Majeure

- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage, or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities (e.g., MISO), or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
- 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event as soon as reasonably possible. The notification will specify the circumstances of the force majeure event, its expected duration (if known), and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance (if known). If the initial notification is verbal, it must be followed up with a written notification promptly thereafter. The Affected Party shall keep the other Party informed on a periodic basis of developments relating to the force majeure

event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement without liability only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe, or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement without liability by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

- 7.1 For distributed generation facilities with a nameplate capacity less than 150 kVA, the interconnection member-consumer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance.
- 7.2 For distributed generation facilities with a nameplate capacity of 150 kVA or above; but less than 1 MVA, the interconnection member-consumer shall carry sufficient coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection member-consumer during the terms shall be not less than \$1,000,000 for each occurrence. The Cooperative, its officers, employees and agents shall be added as an additional insured on this policy.
- 7.3 For distributed generation facilities with a nameplate capacity of 1 MVA or above, the interconnection member-consumer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection member-consumer during the term shall be not less than \$2,000,000 for each occurrence, and an

aggregate, if any, of at least \$4,000,000. The Cooperative, its officers, employees and agents shall be added as an additional insured on this policy.

- 7.4 The interconnection member-consumer agrees to provide the Cooperative with at least 30 calendar days' advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

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

Article 9. Miscellaneous

- 9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the Cooperative or interconnection member-consumer, regardless of the involvement of either Party in drafting this Agreement.

- 9.2 Amendment

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

9.3 No Third-Party Beneficiaries

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

9.4 Waiver

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

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

9.5 Entire Agreement

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

9.6 Multiple Counterparts

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

9.7 No Partnership

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

9.8 Severability

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

9.9 Environmental Releases

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

9.10 Subcontractors

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

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

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

Article 10. **Notices**

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if

delivered in person, delivered by recognized national courier service, or sent by first-class mail, postage prepaid, to the person specified below:

If Notice is to Interconnection Customer:

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

If Notice is to Cooperative:

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

Alternative Forms of Notice:

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

10.2 Billing and Payment

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

If Billing or Payment is to Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

If Billing or Payment is to Cooperative:

Cooperative: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

10.3 Designated Operating Representative

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

Interconnection Customer's Operating Representative:

Name: _____
Attention: _____

Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Cell Phone: _____
Fax: _____
E-mail: _____

Cooperative's Operating Representative:

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

10.4 Changes to the Notice Information

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

Article 11. Signatures

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

For the Interconnection Customer:

Name: _____
Title: _____
Date: _____

For the Cooperative:

Name: _____
Title: _____
Date: _____

ATTACHMENT 1

Levels 2 To 4: Standard Interconnection Agreement

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Interconnection agreement or Agreement – The agreement between the interconnection member-consumer and the Cooperative. The interconnection agreement governs the connection of the distributed generation facility to the Cooperative’s electric

distribution system and the ongoing operation of the distributed generation facility after it is connected to the Cooperative's electric distribution system.

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

Levels 2 To 4: Standard Interconnection Agreement

Construction Schedule, Proposed Equipment & Settings

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

1. The construction schedule for the distributed generation facility.
2. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three-line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.
8. A plot plan showing the distributed generation facility's location in relation to streets, alleys, address or other geographical markers.

ATTACHMENT 3

Levels 2 To 4: Standard Interconnection Agreement

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

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

1. Required interconnection facilities, including any required metering.
2. An estimate of itemized costs charged by the Cooperative for interconnection, including overheads, based on results from prior studies.
3. An estimate for the time required to build and install the Cooperative's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

ATTACHMENT 4

Levels 2 To 4: Standard Interconnection Agreement

Operating Requirements for Distributed Generation Facilities Operating in Parallel

The Cooperative shall list specific operating practices that apply to this distributed generation interconnection and the conditions under which each listed specific operating practice applies.

ATTACHMENT 5

Levels 2 To 4: Standard Interconnection Agreement

Monitoring and Control Requirements

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

1. The Cooperative's monitoring and control requirements must be specified, along with a reference to the Cooperative's written requirements and the documents from which these requirements are derived.
2. An internet link to the requirements documents.

ATTACHMENT 6

Levels 2 To 4: Standard Interconnection Agreement

Metering Requirements

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

1. The metering requirements for the distributed generation facility.
2. Identification of the appropriate metering rules as set out in the Cooperative's tariff filed with the Iowa Utilities Board under subrule 199 IAC 20.2(5), and inspection and testing practices adopted under rule 199 IAC 20.6 that establish these requirements.
3. An internet link to these rules and practices.

ATTACHMENT 7

Levels 2 To 4: Standard Interconnection Agreement

As Built Documents

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

When it returns the certificate of completion to the Cooperative, the interconnection member-consumer shall provide the Cooperative with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

Appendix F – Standard interconnection feasibility study agreement

INTERCONNECTION FEASIBILITY STUDY AGREEMENT

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

Recitals:

Whereas, interconnection member-consumer is proposing to develop a distributed generation facility or modify an existing distributed generation facility consistent with the interconnection request application form submitted by interconnection member-consumer on _____; and

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

Whereas, interconnection member-consumer has requested Cooperative to perform an interconnection feasibility study to assess the feasibility of interconnecting the proposed distributed generation facility to Cooperative’s electric distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. All terms defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) shall have the meanings indicated in that rule when used in this Agreement, unless otherwise specified. However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
2. Interconnection member-consumer elects and Cooperative shall cause to be performed an interconnection feasibility study
3. The scope of the interconnection feasibility study shall be based upon the information set forth in the interconnection request application form and Attachment A to this Agreement.
4. The interconnection feasibility study shall be based on the technical information provided by interconnection member-consumer in the interconnection request application form, as modified with the written agreement of the Parties. Cooperative has the right to request additional technical information from interconnection member-consumer during the course of the interconnection feasibility study. If the interconnection member-consumer modifies its interconnection request, the time to complete the interconnection feasibility study may be extended by the Cooperative.
5. In performing the study, Cooperative shall rely on existing studies of recent vintage to the extent practical. The interconnection member-consumer will not be charged for such existing studies; however, interconnection member-consumer is responsible for the cost of applying any existing study to the interconnection member-consumer specific requirements and for any new study that the Cooperative performs.
6. The interconnection feasibility study report must provide the following information:
 - 6.1 Identification of any equipment short circuit capability limits exceeded as a result of the interconnection,
 - 6.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection, and
 - 6.3 A description and nonbinding estimated cost of facilities required to interconnect the distributed generation facility to Cooperative’s electric distribution system
7. Interconnection member-consumer shall provide a study deposit equal to 100% of the estimated nonbinding study costs at least 20 business days prior to the date upon which the study commences.
8. The interconnection feasibility study shall be completed and the results shall be transmitted to interconnection member-consumer within 60 business days after this Agreement is signed by the Parties or the complete study deposit is received by the Cooperative, whichever occurs later. If the interconnection member-consumer’s study request involves more than one point of interconnection and configuration, the time to complete the interconnection feasibility study may be extended by the Cooperative.
9. Study fees shall be based on actual costs and will be invoiced to interconnection member-consumer after the study is transmitted to interconnection member-consumer. The invoice must include an itemized listing of employee time and costs expended on the study.

10. Interconnection member-consumer shall pay any actual study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice. Cooperative shall refund any excess deposit amount without interest within 30 calendar days after the invoice.

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection member-consumer]

Signed: _____

Name (Printed): _____ Title: _____

North West Rural Electric Cooperative

Signed: _____

Name (Printed): _____ Title: _____

ATTACHMENT A
Interconnection Feasibility Study Agreement

Assumptions Used in Conducting the Interconnection Feasibility Study

The interconnection feasibility study will be based upon the information in the interconnection request application form, agreed upon on _____:

1. Point of interconnection and configuration to be studied.

2. Alternative points of interconnection and configurations to be studied.

Note: 1 and 2 are to be completed by the interconnection member-consumer. Any additional assumptions (explained below) may be provided by either the interconnection member-consumer or the Cooperative.

Appendix G – Standard interconnection system impact study agreement

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

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

Recitals:

Whereas, interconnection member-consumer is proposing to develop a distributed generation facility or modifying an existing distributed generation facility consistent with the interconnection request application form completed by interconnection member-consumer on _____; and

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

Whereas, Cooperative has completed an interconnection feasibility study and provided the results of said study to interconnection member-consumer (this recital to be omitted if the Parties have agreed to forego the interconnection feasibility study); and

Whereas, interconnection member-consumer has requested Cooperative to perform an interconnection system impact study to assess the impact of interconnecting the distributed generation facility to Cooperative’s electric distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. All terms defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) shall have the meanings indicated in that rule when used in this Agreement, unless otherwise specified. However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
2. Interconnection member-consumer elects and Cooperative shall cause to be performed an interconnection system impact study.
3. The scope of the interconnection system impact study shall be based upon the information set forth in the interconnection request application form and in Attachment A to this Agreement.
4. The interconnection system impact study shall be based upon the interconnection feasibility study and the technical information provided by interconnection member-consumer in the interconnection request application form. Cooperative reserves the right to request additional technical information from interconnection member-consumer. If interconnection member-consumer modifies its proposed point of interconnection, interconnection request, or the technical information provided therein is modified, the time to complete the interconnection system impact study may be extended.
5. The interconnection system impact study report shall provide the following information:
 - 5.1 The underlying assumptions of the study;
 - 5.2 The results of the analyses;
 - 5.3 A list of any potential impediments to providing the requested interconnection service;
 - 5.4 Required distribution upgrades; and
 - 5.5 A nonbinding estimate of cost and time to construct any required distribution upgrades.
6. Interconnection member-consumer shall provide a study deposit equal to 100% of the estimated nonbinding study costs at least 20 business days prior to the date upon which the study commences.
7. The interconnection system impact study, if required, shall be completed and the results transmitted to interconnection member-consumer within 60 business days after this Agreement is signed by the Parties or the complete study deposit is received by the Cooperative, whichever occurs later. If the interconnection member-

consumer's study request involves more than one point of interconnection and configuration, the time to complete the interconnection system impact study may be extended by the Cooperative.

8. Study fees shall be based on actual costs and shall be invoiced to interconnection member-consumer after the study is transmitted to interconnection member-consumer. The invoice shall include an itemized listing of employee time and costs expended on the study.
9. Interconnection member-consumer shall pay any study costs that exceed the deposit within 30 calendar days after receipt of the invoice. Cooperative shall refund any excess deposit amount within 30 calendar days of the invoice.

In witness thereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection member-consumer]

Signed: _____

Name (Printed): _____ Title: _____

North West Rural Electric Cooperative

Signed: _____

Name (Printed): _____ Title: _____

ATTACHMENT A
Interconnection System Impact Study Agreement

Assumptions Used in Conducting the Interconnection System Impact Study

The interconnection system impact study shall be based upon the results of the interconnection feasibility study, subject to any modifications, and the following assumptions:

1. Point of interconnection and configuration to be studied.

2. Alternative points of interconnection and configurations to be studied.

Note: 1 and 2 are to be completed by the interconnection member-consumer. Any additional assumptions (explained below) may be provided by either the interconnection member-consumer or the Cooperative.

Appendix H – Standard interconnection facilities study agreement

INTERCONNECTION FACILITIES STUDY AGREEMENT

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

Recitals:

Whereas, interconnection member-consumer is proposing to develop a distributed generation facility or modifying an existing distributed generation facility consistent with the interconnection request application form completed by interconnection member-consumer on _____; and

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

Whereas, Cooperative has completed an interconnection system impact study and provided the results of said study to interconnection member-consumer; and

Whereas, interconnection member-consumer has requested Cooperative to perform an interconnection facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to interconnect the distributed generation facility;

Now, therefore, in consideration of and subject to the mutual covenants contained in this Agreement, the Parties agree as follows:

1. All terms defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1) shall have the meanings indicated in that rule when used in this Agreement, except as otherwise specified. However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
2. Interconnection member-consumer elects and Cooperative shall cause to be performed an interconnection facilities study.
3. The scope of the interconnection facilities study shall be determined by the information provided in Attachment A to this Agreement.
4. An interconnection facilities study report (1) shall provide a description, estimated cost of distribution upgrades, and a schedule for required facilities to interconnect the distributed generation facility to Cooperative’s electric distribution system; and (2) shall address all issues identified in the interconnection system impact study (or identified in this study if the system impact study is combined herein).
5. Interconnection member-consumer shall provide a study deposit of 100% of the estimated nonbinding study costs at least 20 business days prior to the date upon which the study commences.
6. In cases where no distribution upgrades are required, the interconnection facilities study shall be completed and the results shall be transmitted to interconnection member-consumer within 20 business days after this Agreement is signed by the Parties. In cases where distribution upgrades are required, the interconnection facilities study shall be completed and the results shall be transmitted to interconnection member-consumer within 45 business days after this Agreement is signed by the Parties or the complete study deposit is received by the Cooperative, whichever occurs later.
7. Study fees shall be based on actual costs and will be invoiced to interconnection member-consumer after the study is transmitted to interconnection member-consumer. The invoice shall include an itemized listing of employee time and costs expended on the study.
8. Interconnection member-consumer shall pay any actual study costs that exceed the deposit within 30 calendar days on receipt of the invoice. Cooperative shall refund any excess deposit amount within 30 calendar days after the invoice.

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection member-consumer]

Signed: _____

Name (Printed): _____ Title: _____

North West Rural Electric Cooperative

Signed: _____

Name (Printed): _____ Title: _____

ATTACHMENT A
Interconnection Facilities Study Agreement

Minimum Information that the Interconnection Customer Must Provide with the
Interconnection Facilities Study Agreement

Provide location plan and simplified one-line diagram of the distributed generation facilities.

For staged projects, please indicate size and location of planned additional future generation.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT).

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps.

One set of metering is required for each generation connection to the Cooperative's electric distribution system.

Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total distributed generation capacity? Yes _____ No _____ (Please indicate on the one-line diagram).

What type of control system or PLC will be located at the distributed generation facility?

_____.

What protocol does the control system or PLC use? _____.

Please provide a scale drawing of the site. Indicate the point of interconnection, distribution line, and property lines.

Number of third-party easements required for Cooperative's interconnection facilities: _____

.....

To be Completed in Coordination with the Cooperative

Is the distributed generation facility located in Cooperative's service area?

Yes _____ No _____

If No, please provide name of local provider: _____

Please provide the following proposed schedule dates:

Begin construction date: _____

Generator step-up transformers receive back feed power date: _____

Commissioning testing date: _____

Witness testing date: _____

Commercial operation date: _____

Section 27 Electric Tax Adjustment Rider #1

Applicable: To All Electric Prices, Charges and Fees

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

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

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

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

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

Section 28 PrairieWinds Alternate Energy Purchase Program

28.1 Statement of Purpose

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

28.2 Program Description

North West REC obtains all of its wholesale power from Northwest Iowa Power Cooperative ("NIPCO"). Purchases from NIPCO are made pursuant to a wholesale power contract requiring North West REC to purchase all of its power supply needs from NIPCO. NIPCO in turn has an all requirements contract with Western Area Power Administration and a supplemental all requirements contract with Basin Electric Power Cooperative (Basin). Basin is physically located outside the state of Iowa. Basin had a financial interest, as of July 1, 2001, in the alternate energy production facility that is located outside of Iowa. NIPCO, as one of the owners of Basin, has a financial interest in Basin and North West REC, as one of the owners of NIPCO, has a financial interest in NIPCO. The energy purchased by North West REC is pursuant to all requirements contracts in effect prior to July 1, 2001. The facilities used to support North West REC's Alternate Energy Purchase Program are partially owned by Basin and located outside the state of Iowa.

PrairieWinds is a program developed by Basin Electric Power Cooperative to offer electric cooperative consumers wind-generated electricity. Member-consumers sign up for wind power through their local distribution cooperative.

Electricity generated by PrairieWinds will be fed into the overall power supply system. Electrical energy consumed by member-consumers will be drawn from the overall electrical supply system. Of course, consumers cannot be sure that the electrons flowing into their homes or businesses were generated by wind power. But they can be assured their commitment is helping to support the generation of renewable energy.

PrairieWinds is supported by four 1.3 megawatt wind turbines. Each turbine will generate an estimated 3.6 million kilowatts a year. Two turbines are located in

Chamberlain, SD, and two in Minot, ND. The turbines in Chamberlain went into commercial operation in January 2002 and the two turbines in Minot went into commercial operation in January 2003. Basin Electric has also contracted for the output of a 40 MW wind farm near Edgeley, ND and a 40 MW wind farm near Highmore SD. These new renewable resources will be available by the end of 2003.

Customers who contribute will not be guaranteed that renewable energy will be delivered to their premises for use; but rather their contribution will assist in the development of alternate energy.

Beginning January 1, 2005 customers can purchase blocks of 100 kWhs delivered to the overall power supply system. For the Prairie Winds cost per block of 100 kWhs refer to the Schedule of Charges in Policy A-5. The minimum purchase is one block and a minimum 12-month commitment.

28.3 Program Effective Date

Basin began offering this program in 2001. North West REC began offering this program on January 1, 2002, and the newsletters that customers received in November, 2003, had a place for customers to specify the amount they wish to contribute to the program or alternatively, members can subscribe to the program by contacting our office.

28.4 Eligibility

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

28.5 Forms

A sample customer notification is attached, which notification was sent to all customers as a newsletter in November of 2003. In addition, North West REC intends to notify customers of the program again in its newsletter, on its web page, at member meetings, and verbally in response to customer inquiries.

Section 29 Rate Schedules

- 29.1 Single Phase - "1"
 - 29.11 Interruptible/Dual Electric Heat Rate - "3"
 - 29.12 Interruptible Electric Heat Rate - "4"
 - 29.13 Electric Heat – Partial Control Rate – “24”
 - 29.14 Add-On Heat Pump Rate – “26”
- 29.2 Irrigation Rate - "6"
- 29.3 Three Phase Energy Rate – “42”
- 29.4 Three Phase Large Power Rate – “40”
 - 29.41 C & I Coin./Non-Coin. Single Phase Rate -“20”
 - 29.42 C & I Coin./Non-Coin. Three Phase Rate – “19”
 - 29.43 C & I High Load Factor/Coin./Non-Coin. - “22”
 - 29.44 C & I Rate – “23”
 - 29.45 C & I/Coin./Non-Coin. Rate – Kooima Co. Rate – “32”
 - 29.46 C & I/Coin./Non-Coin. Single Phase Rate – “39”
 - 29.47 Three Phase C & I Energy Rate – “44”
- 29.5 Power Cost Adjustment – Rider No. 1
- 29.6 Stand-By Service – Rider No. 2

Section 29.1

Rate Designation: "1"
Single Phase Service

Service Area: Entire service area of the Cooperative

Class of service: Single phase, 60 Hertz, at available secondary voltages.

Availability: Available as follows, subject to the rules and regulations of the Cooperative:

1. Available to Farm and Home Consumers for all farm and home uses;
2. Available for commercial, industrial and temporary service for all uses including lighting, heating and power;

Monthly Rate:

Facility Charge of \$21.50 per month

First 300 kWh per month @ 14.5¢ per kWh

Next 200 kWh per month @ 9.8¢ per kWh

Over 500 kWh per month @ 8.1¢ per kWh

Minimum Monthly Charge: The minimum monthly charge shall be \$21.50

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Section 29.11

Rate Designation: "3"

Interruptible/Dual Electric Heat Rate

Service Area: Entire service area of the CooperativeClass of Service: Single phase or three phase, 60 Hertz, at available secondary voltages through one meter.

Availability: Available to all member-consumers who have voluntarily entered into an agreement for the installation and use of control devices in connection with a relay, wired so as to interrupt 75% of the participating member's electric heating load. The electric heating load will be controlled at the discretion of the Cooperative in conjunction with the Cooperative's wholesale power supplier, for the purpose of avoiding usage during peak time periods. This will be beneficial to not only the participating member-consumers, but also to all of the Cooperative's other member-consumers as well. Availability is subject to the rules and regulations of the Cooperative as established by the Board of Directors.

Eligibility: Member-consumer must acquire all of their electricity, except for electricity generated under section 22.4 of this tariff, from the electric cooperative.

Monthly Rate:

Facility Charge of \$2.50 per month.

4.9¢ per kWh per month for all kWh sold.

Minimum Monthly Charge: The minimum monthly charge shall be \$2.50.

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Restrictions: Restrictions for service shall be governed by Section 22 of this tariff and the provisions of the radio controlled interruptible agreement.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Section 29.12

Rate Designation: "4"

Interruptible Electric Heat Rate

Service Area: Entire service area of the CooperativeClass of Service: Single phase or three phase, 60 Hertz, at available secondary voltages through one meter.

Availability: Available to all member-consumers who have electric heat as their primary source of heat and who have voluntarily entered into an agreement for the installation and use of control devices on the following qualifying loads: electric heating, water heating and air conditioning. These loads will be controlled at the discretion of the Cooperative in conjunction with the Cooperative's wholesale power supplier, for the purpose of avoiding usage during peak time periods. This will be beneficial to not only the participating member-consumers, but also to all of the Cooperative's other member-consumers as well. Availability is subject to the rules and regulations of the Cooperative as established by the Board of Directors.

Eligibility: Member-consumer must acquire all of their electricity, except for electricity generated under section 22.4 of this tariff, from the electric cooperative.

Monthly Rate:

Facility Charge of \$2.50 per month.

4.9¢ per kWh per month for all kWh sold.

Minimum Monthly Charge: The minimum monthly charge shall be \$2.50.

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Restrictions: Restrictions for service shall be governed by Section 22 of this tariff and the provisions of the radio controlled interruptible agreement.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Section 29.13

Rate Designation: "24"

Electric Heat – Partial Control Rate

Service Area: Entire service area of the CooperativeClass of Service: Single phase or three phase, 60 Hertz, at available secondary voltages through one meter.Availability: Available to all member-consumers who have electric heat as their primary source of heat with a minimum of 10 KW installed. Other qualifying loads include: water heating and air conditioning. Availability is subject to the rules and regulations of the Cooperative as established by the Board of Directors.Eligibility: Member-consumer must acquire all of their electricity, except for electricity generated under section 22.4 of this tariff, from the electric cooperative.Monthly Rate:

Facility Charge of \$2.50 per month.

6.3¢ per kWh per month for all kWh sold.

Minimum Monthly Charge: The minimum monthly charge shall be \$2.50.Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.Restrictions: Restrictions for service shall be governed by Section 22 of this tariff.Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Section 29.14

Rate Designation: "26"

Add-On Heat Pump Heat Rate

Service Area: Entire service area of the CooperativeClass of Service: Single Phase or three phase, 60 Hertz, at available secondary voltages through one meter. A sub meter shall be used for metering the heat pump and water heater.Availability: Available to all member-consumers who have an electric air-to-air heat pump installed onto a fossil-fueled furnace. These members must also have an electric water heater if one is needed in the building for domestic hot water. If electric auxiliary heat is used and it is less than 10 KW or less than is needed to heat the entire home, this rate shall apply. The heat pump and water heater shall both be wired to load management for load shedding under the Cooperative's Switch Makes Cents program. Availability is subject to the rules and regulations of the Cooperative as established by the Board of Directors.Eligibility: Member-consumer must acquire all of their electricity, except for electricity generated under section 22.4 of this tariff, from the electric cooperative.Monthly Rate:

Facility Charge of \$2.50 per month.

6.3¢ per kWh per month for all kWh sold.

Minimum Monthly Charge: The minimum monthly charge shall be \$2.50.Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.Restrictions: Restrictions for service shall be governed by Section 22 of this tariff.Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Section 29.2

Rate Designation: "6"
Irrigation Rate

Service Area: Entire service area of the Cooperative

Class of Service: Three phase or single phase, 60 Hertz, at available secondary voltages.

Availability: Available for service to irrigation pumps, subject to Seller's established rules and regulations.

Monthly Rate:

Demand Charge: On Peak - \$15.00 per KW per month
Off Peak - \$.00 per KW per month
Definition of Hours - On peak hours are from 4:30 P.M. to 9:00 P.M.
Off peak hours are all others.

Plus energy charges: 5.45¢ per kWh per month.

Annual Service Charge: \$9.50 per installed HP per year.

The annual service charge shall be due and payable in three equal monthly installments on the electric statements for the first three months of the irrigation season regardless whether electric service is actually used.

Power Factor Adjustment: The member-consumer agrees to maintain unity power factor as nearly as practicable. The KW for billing purposes may be adjusted for member-consumers with 50 KW or more to correct for average power factor lower than 90%, and may be so adjusted for other consumers is and when the Seller deems necessary. Such adjustments will be made by increasing the KW 1% for each 1% by which the average power factor is less than 90% lagging.

Contract for Service: The irrigation contract shall be for a minimum period of ten (10) years, and shall be RUS Form 410. Electric service shall be available for the period April 1 to October 1 annually. For service other than this designated season, the Large Power Service Schedule (Rate Schedule LP) will apply.

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 “Power Cost Adjustment Rider #1.”

Section 29.3

Rate Designation: "42"
Three Phase Energy Rate

Service Area: Entire Service Area of the Cooperative

Class of Service: Multi-Phase, 60 cycles, at available voltages.

Availability: To all member-consumers for multi-phase service where multi-phase is available, subject to the established rules and regulations of the Cooperative concerning this type of service. Effective August 1, 2022, this rate is available only to existing C & I customers which are currently on this rate.

Monthly Rate:

Facility Charge: \$75.00 per month.

Energy Charge:

First 4,000 kWhs per month @ 10.5¢ each kWh
Over 4,000 kWhs per month @ 8.1¢ each kWh

Minimum Monthly Charge: The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service;
2. The monthly facility charge of \$75.00

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Section 29.4

Rate Designation: "40"
Three Phase Large Power Rate

Service Area: Entire Service Area of the Cooperative

Class of Service: Three-phase, 60 Hertz, at Seller's standard voltages.

Availability: Available to consumers located on or near Seller's three-phase line for all types of usage, subject to the established rules and regulations of Seller.

Monthly Rate:

Facility Charge: \$75.00 per month

Demand Charge: \$12.90 per month per KW of non-coincident billing demand
The non-coincident demand is the highest one-half hour demand registered during the month.

Plus Energy Charges: 4.4¢ per kWh per month

Substation Charge:
50¢ per KVA per month of substation transformer capacity installed in excess of five MVA

Transmission Line Charge:
\$650 per month per mile of transmission line installed in excess of two miles

Determination of Non-Coincident Demand: The non-coincident demand shall be the maximum kilowatt demand established by the consumers for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

Power Factor Adjustment: The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for consumers with 50 KW or more of measured demand to correct for average power factor lower than 90%, and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% for by which the average power factor is less than 90% lagging.

Contract for Service: The contract for three phase, large power service shall be for a minimum period of ten (10) years.

Minimum Monthly Charge: The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service;
2. The monthly facility charge of \$75.00

Service Provisions:

1. DELIVERY POINT. If service is furnished at secondary voltage the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the Consumer.

If service is furnished at Seller's primary line voltage the delivery point shall be the point of attachment of Seller's primary line to Consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

2. LIGHTING. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two watt-hour meters shall be added to obtain total kilowatt-hours used and the registrations of the two demand meters shall be added to obtain the total kilowatt demand for billing purposes.

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Stand-By Service: Please refer to electric tariff, Section 29.6 "Stand-By Service Rider #2."

Section 29.41

Rate Designation: "20"

C & I Coin./Non-Coin. – Single Phase Rate

Service Area: Entire service area of the CooperativeClass of Service: Single phase, 60 Hertz, at Seller's standard voltages.

Availability: Available to Small Ag. and Commercial consumers using single phase service of at least 15 KW with fossil fuel automatic backup generation capable of handling the existing load during a control period. Effective May 6, 2020, this rate is available only to existing C & I customers which are currently on this rate.

Monthly Rate:Facility Charge: \$21.50 per monthCoincident Demand Charge:

\$13.25 per KW per month

The monthly coincident demand is considered to be the highest demand that is coincident with the Cooperative's monthly peak.

Non-coincident Demand Charge:

\$4.00 per KW per month

The non-coincident demand is the highest one-half hour demand registered during the month.

Energy Charge:

4.4¢ per kWh per month

Minimum Monthly Charge: The minimum monthly charge shall be the monthly facility charge of \$21.50.

Service Provisions:

1. DELIVERY POINT. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

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

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 “Electric Tax Adjustment Rider #1”.

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 “Power Cost Adjustment Rider #1.”

Section 29.42

Rate Designation: "19"

C & I Coin./Non-Coin.- Three Phase Rate

Service Area: Entire Service Area of the CooperativeClass of Service: Three phase, 60 Hertz, at Seller's standard voltages.

Availability: Available to Large Ag. and Commercial consumers using three phase service of at least 15 KW but not larger than 1,000 KW and with fossil fuel automatic backup generation capable of handling the existing load during a control period.

Monthly Rate:Facility Charge: \$75.00 per monthCoincident Demand Charge:

\$13.25 per KW per month

The monthly coincident demand is considered to be the demand reading that occurs coincident with the Cooperative's monthly peak.

Non-coincident Demand Charge:

\$4.00 per KW per month

The non-coincident demand is the highest one-half hour demand registered during the month.

Energy Charge:

4.4¢ per kWh per month

Power Factor Adjustment: The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for consumers with 50 KW or more of measured demand to correct for average power factor lower than 90%, and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

Contract for Service: The contract for three phase, large power service shall be for a minimum of ten (10) years.

Minimum Monthly Charge: The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service;
2. The monthly facility charge of \$75.00.

Service Provisions:

1. DELIVERY POINT. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

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

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 "Electric Tax Adjustment Rider #1".

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 "Power Cost Adjustment Rider #1."

Stand-By Service: Please refer to electric tariff, Section 29.6 "Stand-By Service Rider #2."

Section 29.43

Rate Designation "22"

C & I / High Load Factor/Coin./Non.-Coin Rate

Service Area: Entire service area of the CooperativeClass of Service: Three Phase, 60 Hertz, at Seller's standard voltages

Availability: Available to Large Power member-consumers on the Seller's three-phase line, for loads which are 400 KW or larger and having a load factor in excess of 90%. This rate is subject to the rules and regulations of the Cooperative as established by the Board of Directors.

Monthly Rate:Facility Charge: \$75.00 per monthCoincident Demand Charge:

\$12.00 per KW per month

The monthly coincident demand is considered to be the highest demand that is coincident with the Cooperative's monthly peak.

Non-Coincident Demand Charge:

\$3.50 per KW per month

The non-coincident demand is the highest one-half hour demand registered during the month.

Energy Charge:

3.8¢ per kWh per month

Contract for Service: The contract for three phase, large power service shall be for a minimum of ten (10) years.

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

Minimum Monthly Charge: The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service;
2. The monthly facility charge of \$75.00.

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs

consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 “Electric Tax Adjustment Rider #1”.

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 “Power Cost Adjustment Rider #1.”

Section 29.44

Rate Designation: "23"
C & I Rate – Three Phase

Service Area: Entire service area of the Cooperative

Class of Service: Three Phase, 60 Hertz, at Seller's standard voltages.

Availability: Available to Large Power member-consumers on the Seller's three-phase line, for new loads which are 2 megawatts or larger, subject to the rules and regulations of the Cooperative as established by the Board of Directors. Effective June 29, 2006, this rate is available only to existing C & I customers which are currently on Rate 17.

Monthly Rate: Facility charge - \$75.00 per month

Non-coincident Demand Charge:

\$13.00 per KW per month

The non-coincident demand is the highest one-half hour demand registered during the month.

Energy Charge:

3.95¢ per kWh per month

Contract for Service: The contract for three phase, large power service shall be for a minimum of ten (10) years.

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

Minimum Monthly Charge: The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service;
2. The monthly facility charge of \$75.00.

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs and Kws consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 “Electric Tax Adjustment Rider #1”.

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 “Power Cost Adjustment Rider #1.”

Section 29.45

Rate Designation: "32"

C & I / Coin./Non.-Coin. Rate – Kooima Company

Service Area: Entire service area of the CooperativeClass of Service: Three Phase, 60 Hertz, at Seller's standard voltages.

Availability: Available only to Kooima Company account #1125500 on the Seller's three-phase line, for loads which are 400 KW or larger and having a load factor in excess of 90%. This rate is subject to the rules and regulations of the Cooperative as established by the Board of Directors.

Monthly Rate: Facility charge – NoneCoincident Demand Charge:

\$12.00 per KW per month

The monthly coincident demand is considered to be the highest demand that is coincident with the Cooperative's monthly peak.

Non-coincident Demand Charge:

\$3.50 per KW per month

The non-coincident demand is the highest one-half hour demand registered during the month.

Energy Charge:

3.65¢ per kWh per month

Contract for Service: The contract for three phase, large power service shall be for a minimum of ten (10) years.

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

Minimum Monthly Charge: The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

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

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of Kwhs and Kws consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 “Electric Tax Adjustment Rider #1”.

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 “Power Cost Adjustment Rider #1.”

Section 29.46 – *effective May 6, 2020*

Rate Designation: “39”

C & I Coin./Non-Coin. – Single Phase Rate

Service Area: Entire service area of the CooperativeClass of Service: Single phase, 60 Hertz, at Seller’s standard voltages.Availability: Available to Small Ag. and Commercial consumers using single phase service of at least 15 KW with fossil fuel automatic backup generation capable of handling the existing load during a control period.Monthly Rate:Facility Charge: \$21.50 per monthCoincident Demand Charge:

\$13.25 per KW per month

The monthly coincident demand is considered to be the highest demand that is coincident with the Cooperative’s monthly peak.

Non-coincident Demand Charge:

\$4.00 per KW per month

The non-coincident demand is the highest one-half hour demand registered during the month.

Energy Charge:

4.9¢ per kWh per month

Minimum Monthly Charge: The minimum monthly charge shall be the monthly facility charge of \$21.50.Service Provisions:

1. DELIVERY POINT. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

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

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 “Electric Tax Adjustment Rider #1”.

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 “Power Cost Adjustment Rider #1.”

Section 29.47 – *effective August 1, 2022*

Rate Designation: "44"

Three Phase C & I Energy Rate

Service Area: Entire Service Area of the CooperativeClass of Service: Multi-Phase, 60 cycles, at available voltages.

Availability: To all member-consumers for multi-phase service where multi-phase is available up to 250 KW monthly non-coincident demand, subject to the established rules and regulations of the Cooperative concerning this type of service.

Monthly Rate:Facility Charge: \$75.00 per month.Energy Charge:

First 4,000 kWhs per month @ 10.5¢ each kWh

Over 4,000 kWhs per month @ 8.9¢ each kWh

Minimum Monthly Charge: The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service;
2. The monthly facility charge of \$75.00

Billing: The monthly bill is the amount computed when applying the power cost adjustment and the above rate to the number of kWhs consumed. The above rates are net, with the gross rates being 1 ½ % higher. In the event the current monthly bill is not paid by the tenth day of each month, the gross rate shall apply, as described in Section 11 of this tariff.

Taxes & Franchise Fees: Please refer to electric tariff, Section 27 “Electric Tax Adjustment Rider #1”.

Power Cost Adjustment: Please refer to electric tariff, Section 29.5 “Power Cost Adjustment Rider #1.”

Section 29.5

POWER COST ADJUSTMENT (PCA) – RIDER NO. 1**Applicable to Rates:**

This is applicable to electric service furnished under all rate schedules incorporating a Power Cost Adjustment provision.

Power Cost Adjustment:

The power cost adjustment shall provide for changes in the average cost per kilowatt hour purchased. The Cooperative shall annually determine the adjustment amount to be assessed monthly for each kilowatt hour consumed under rates set forth by the Cooperative. The calculation is based on actual power costs, excluding non-recurring power cost adjustments (i.e. bill credits/mid-year increases).

$$PCA = \frac{(A + B)}{C} - D$$

PCA is the power cost adjustment to be used for the current period rounded on a consistent basis to the nearest \$.00001/kWh.

A is the total estimated charges by the wholesale suppliers.

B is the adjustment or true-up to be applied to the current period to account for the difference between the actual purchased power costs and the total PCA revenue collected in previous period.

C is the total estimated electric energy delivered in kilowatt hours by the Cooperative.

D is the amount of electric energy cost included in the base rates of the utility's rate schedules. Based on the Cost of Service Study, D is equal to \$.05971.

Section 29.6

STAND-BY SERVICE – RIDER NO. 2**Application:**

The Rider for Standby Service is required under the following provisions for any Customer needing scheduled maintenance service or unscheduled outage service who is receiving electric service under one of the Cooperative's firm retail electric rate schedules and who has entered into a contract with Cooperative for the interconnection and operation of an on-site extended parallel distributed generation system with a capacity of over 150 kW:

1. Contracts will be made for this service provided the Cooperative has sufficient capacity available in production, transmission and distribution facilities to provide such service at the location where the service is requested.
2. Power production equipment (distributed generation system) at the Customer site shall not operate in parallel with the Cooperative's system until the installation has been inspected by an authorized Cooperative representative and final written approval is received from the Cooperative to commence parallel operation.
3. The minimum term of service taken under this Rider shall be one (1) year or such longer period as may be required under an Electric Service Agreement. Following this initial one-year period, a Customer receiving standby service may terminate standby service and establish service under a firm service tariff schedule within the same time frame as would be required of a new Customer with a similar firm service load. Such time frame may be dependent on the Cooperative's ability to adjust its generation capability, including reserve margin, for the increased firm load due to Customer's selection of firm service from the Cooperative.
4. Energy provided to the Customer under this Rider is limited to energy used during a forced outage or planned maintenance of the Customer's distributed generation system.

Exceptions to this Application include:

- A. On-site generation that is used only for emergency supply during times of utility outage, or as a participant of the Cooperative's Interruptible Rate program;
- B. Any Customer taking service under Cooperative's Net Metering Program shall not be required to take service under this Rider for standby services required to temporarily back up distributed generation systems rated at less than 50 kW;
- C. Any Customer taking service under Cooperative's Renewable Purchase Program shall not be required to take service under this Rider for standby services required to temporarily back up distributed generation systems rated at 150 kW or less. However, Cooperative reserves the right to limit the number of Distributed Generation Customers receiving such an exception based on financial

considerations.; or

- D. Any Customer, in lieu of service under this Rider, may provide physical assurance to ensure that standby service is not taken. A Customer requesting physical assurance shall agree to furnish and install an approved load limiting device which shall be set and sealed by Cooperative so that Customer's use of service will not exceed Customer's contracted demand. The installed cost of the load limiting device shall be paid by Customer.

Definitions:

Contracted Standby Demand is the quantity specified in Customer's Electric Service Agreement as the maximum amount of firm or non-firm standby service the Cooperative is obligated to supply.

Extended Parallel means the distributed generation system is designed to remain connected with the Cooperative's distribution system for an extended period of time.

Firm Service refers to a utility's most reliable, constant electric service. A utility would interrupt the supply of electricity to a firm service customer only as a last resort.

Non-Firm Service refers to electric service that a utility provides only to the extent that it has capacity not being used to meet the needs of firm-service customers at the moment.

Scheduled Maintenance service is energy, or energy and capacity, supplied by the Cooperative during scheduled maintenance of the Customer's non-utility source of electric energy supply (distributed generation system).

Unscheduled Outage service is energy, or energy and capacity, supplied by the Cooperative during unscheduled outages of the Customer's non-utility source of electric energy supply (distributed generation system).

All other definitions shall be as described in Cooperative's *Distributed Generation Interconnection Requirements* and *Interconnection Process for Distributed Generation Systems*.

Charge for Service:

The following Reservation and Usage Fees are applicable in addition to all charges for service being taken under Cooperative's base rate schedule:

Reservation Fees:

Charges as specified below for the reservation of either Firm or Non-Firm generation, transmission and distribution service per Month per kW will each be applied to the Customer's

Contracted Standby Demand as specified in Customer's Electric Service Agreement with Cooperative:

	Firm Service (\$ per kW)	Non-Firm Service (\$ per kW)
Generation	*	**
Transmission	*	**
Distribution	\$3.75	\$3.75

* Firm Standby Service generation and transmission Reservation Fees will be billed under the rates, terms and conditions of the Cooperative's wholesale power supplier.

** Non-Firm Standby Service generation and transmission Reservation Fees will be billed under the rates, terms and conditions of the Cooperative's wholesale power supplier.

Usage Fees

Demand Charge

If Customer registers electrical usage from Cooperative during a billing month then such usage may result in demand charges, which may vary between Customers contracting for Firm Standby Service or Non-Firm Standby Service.

If usage of a firm standby Customer results in wholesale capacity charges to Cooperative, then the metered demand of such usage will be charged at the demand rate as contained in the base tariff to which this Rider is attached minus the applicable Reservation Fees paid by Customer during such billing month. The reduction in the base tariff billing demand will be provided up to the amount of Contracted Standby Demand. Any metered demand for Customer electrical usage from Cooperative that exceeds the Contracted Standby Demand level will be billed at the full demand rate specified in the base tariff. In addition, Customer's Contracted Standby Demand will be adjusted as specified in the Billing Demand clause of this Rider. If Customer registers electrical usage from Cooperative during a billing month that also coincides with the Cooperative's wholesale power supplier's applicable billing peak, then additional demand charges may be applied by Cooperative to ensure that Customer fully compensates Cooperative for such wholesale power costs.

Power may not be available when needed for a non-firm standby Customer. If power is available and usage of a non-firm standby Customer results in wholesale capacity charges to Cooperative, then the metered demand of such usage will be charged at no less than the demand rate as contained in the base tariff to which this Rider is attached minus the applicable Reservation Fees paid by Customer during such billing month. (Any higher demand charges for non-firm demand use will reflect higher wholesale demand costs incurred to provide such service.) The reduction in the base tariff billing demand will be provided up to the amount of Contracted Standby Demand. Any metered demand for Customer electrical usage from Cooperative that exceeds the Contracted Standby Demand level will be billed at the full demand rate specified in the base tariff. In addition,

Customer's Contracted Standby Demand will be adjusted as specified in the Billing Demand clause of this Rider. If Customer registers electrical usage from Cooperative during a billing month that also coincides with the Cooperative's wholesale power supplier's applicable billing peak, then additional demand charges may be applied by Cooperative to ensure that Customer fully compensates Cooperative for such wholesale power costs.

Energy Charge

Energy actually used by a firm standby Customer under this Rider will be charged at the same energy rate as contained in the base tariff to which this Rider is attached.

If energy is available for a non-firm standby Customer, then energy actually used under this Rider will be charged at no less than the energy rate contained in the base tariff to which this Rider is attached. Any higher energy charges for non-firm energy use will reflect higher wholesale energy costs incurred to provide such energy.

Rate Adjustments:

Bills shall be subject to all adjustments applicable to the base schedule to which this Rider is attached.

Billing Demand:

The Customer shall contract for a specific kilowatt demand of standby service sufficient to meet the Customer's requirements when the distributed generation system is not being operated. In the event the Contracted Standby Demand is exceeded in any month by a higher billing demand, such higher demand shall be considered as the new billing demand for the month. The billing demand for Reservation Fees thereafter shall be not be less than the newly established billing demand for the remainder of the contract. Such adjustment of billing demand applicable to Reservation Fees will recognize circumstances where on-going firm service is being provided in addition to standby service.

Stranded Investment:

Any Customer who installs load limiting equipment to ensure that standby service is not taken (physical assurance) and does not intend to deliver power into the distribution system will have the option of making a lump sum payment to Cooperative for stranded distribution investment. If such lump sum payment is not made, then Customer will be subject to distribution standby charges based on Customer's typical demands incurred prior to requesting physical assurance status.

Billing and Terms of Payment:

Billing and terms of payment shall be governed as set forth in the Cooperative's applicable base rate schedule.

Terms and Conditions

1. The Customer shall execute an Electric Service Agreement with the Cooperative which shall specify:
 - a. Standard rate schedule (to which this Rider is attached);
 - b. Contracted Standby Demand;
 - c. Generator Nameplate Rating; and
 - d. Type of Standby Service (firm or non-firm).
2. Service hereunder is subject to Cooperative's *Interconnection Process for Distributed Generation Systems* and *Distributed Generation Interconnection Requirements* as may be modified from time-to-time.
3. Cooperative will install all metering equipment necessary to monitor services provided to ensure adequate measurements are obtained to support necessary application of charges. Customer will be charged an up-front lump sum for the installed cost of such metering equipment and expected future operation and maintenance expenses for this metering equipment.
4. The Customer shall make provision for on-site metering. All energy received from and delivered to the Cooperative shall be separately metered. The Cooperative may require metering of the generation output.
5. The Customer shall pay for all interconnection costs incurred by the Cooperative made necessary by the installation of the distributed generation system.
6. The Cooperative reserves the right to disconnect the Customer's generator from its system if it interferes with the operation of the Cooperative's equipment or with the equipment of other Cooperative Customers.
7. The Cooperative shall not be obligated to supply standby service for a Customer's load in excess of the capacity for which Customer has contracted.
8. The Customer shall be liable for all damages or costs caused by Customer's use of power in excess of contracted for capacity.
9. Cooperative may require Customer to furnish and install an approved load limiting device which shall be set and sealed by Cooperative so that the Customer's use of service will not exceed the number of kilowatts contracted for by Customer.
10. The Customer shall annually furnish documentation to the Cooperative confirming the maximum capacity and reliability of the power source for which the Customer requires Standby Service.
11. Cooperative and Customer will coordinate the planning and determining of a schedule for performance of periodic maintenance of Customer's facilities, such maintenance shall be scheduled to avoid wholesale power billing costs or as agreed upon in the contract. Cooperative will require the Customer to provide reasonable notice of its proposed schedule for maintenance. The duration of the agreed maintenance schedule may thereafter be extended only with the consent of the Cooperative in response to Customer's request received prior to the end of the maintenance period.
12. The Cooperative reserves the right to establish a minimum charge in order to recover the costs of facilities required to serve such load. Said charge shall be specified in the Electric Service Agreement.
13. Cooperative may be reimbursed by the Customer for costs which are incurred, or

which have been previously incurred, in providing facilities which are used principally or exclusively in supplying service for any portion of the Customer's requirements which are to be normally supplied from a source of power other than the Cooperative's electric system.

14. All electricity delivered shall be for the exclusive use of the Customer and shall not be resold.
15. Customer shall indemnify Cooperative against all liability which may result from any and all claims for damages to property and injury or death to persons which may arise out of or be caused by the erection, maintenance, presence, or operation of the co-generation facility or by any related act or omission of the Customer, its employees, agents, contractors or subcontractors.
16. During times of Customer generation, Customer will be expected to provide Vars as needed to serve their load. Customer will provide equipment to maintain a unity power factor of at least 90% when Customer is taking standby service from Cooperative.