



Linn County  
Rural Electric  
Cooperative

# IUB Tariff No. 7

---

December 1, 2019

**June 1, 2020 AEP Tariff Rate Change**

**November 10, 2020**

**October 21, 2021**

<b>RULES AND REGULATIONS</b>	<b>SHEET-1</b>
<b>SECTION 1 STATEMENT OF <i>OPERATIONS</i></b>	<b>SHEET-1</b>
1.1 Preliminary Statement (20.2(4) b)	SHEET-1
1.2 Areas Served (20.2(4) h)	SHEET-1
1.3 Persons Authorized to Communicate with Board (20.2 (5) k)	SHEET-2
<b>SECTION 2 DEFINITIONS</b>	<b>SHEET-1</b>
2.1 Cooperative	SHEET-1
2.2 Applicant	SHEET-1
2.3 Member-Consumer	SHEET-1
2.4 Board	SHEET-1
2.5 Premises	SHEET-1
<b>SECTION 3 REQUIREMENTS FOR SERVICE (20.2(3)) &amp; (20.2(4) o)</b>	<b>SHEET-1</b>
3.1 Application	SHEET-1
3.2 Membership	SHEET-1
3.3 Member-Consumer Deposits (20.4(3)); Iowa Code 476.20)	SHEET-1
3.3.1 Amount of Deposit (20.4(3) d)	SHEET-1
3.3.2 Interest on Deposit (20.4(4))	SHEET-2
3.3.3 Receipts (20.4(6))	SHEET-2
3.3.4 Deposit Refund (20.4(7))	SHEET-2
3.3.5 Additional Deposits (20.4(3)b)	SHEET-2
3.3.6 Non-Compliance	SHEET-3
3.4 Right-of-Way	SHEET-3
3.4.1 Procurement	SHEET-3
3.4.2 Initial Clearing	SHEET-3
3.4.3 Applicant's Premises – Right-of-Way	SHEET-3

---

<b>SECTION 4 CHARACTERISTICS OF SERVICE (20.2(4) d) &amp; (20.7)</b>	<b>SHEET-1</b>
4.1 Standard	SHEET-1
4.2 Character	SHEET-1
4.3 Classes	SHEET-1
4.4 Primary Voltage Services	SHEET-1
 <b>SECTION 5 SERVICE EXTENSIONS (20.2(4) k) &amp; (20.2(4) w) &amp; (20.3(13))</b>	 <b>SHEET-1</b>
5.1 Availability	SHEET-1
5.1.1 Point of Delivery	SHEET-1
5.1.2 Requirements for Extension of Electric Service	SHEET-1
5.2 Charges Associated with Line Extensions and Service Line Extensions	SHEET-1
5.2.1 Definitions	SHEET-1
5.2.2 Distribution or Secondary and Service Line Extension	SHEET-1
5.2.3 Plant Additions	SHEET-1
5.2.4 Temporary Service	SHEET-1
5.2.5 Conversion of Single-Phase Service to Multi-Phase at the Member-Consumer's Request	SHEET-1
5.2.6 Extension Other Than Cooperative Design	SHEET-1
5.2.7 Moving of Cooperative Facilities	SHEET-1
5.2.8 Excess Facilities	SHEET-1
5.2.9 Refunds	SHEET-1
5.2.10 Transmission Costs	SHEET-1
5.2.11 Large Power Installations	SHEET-1
5.2.12 New Structure Energy Conservation Standards	SHEET-1
 <b>SECTION 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE (20.4(15))</b>	 <b>SHEET-1</b>
6.1 Electric Service Disconnections Prohibited (20.4(17))	SHEET-1
6.2 Electric Service Refusal or Disconnection (20.4(15))	SHEET-1
6.2.1 Electric Service Disconnections without Notice (20.4(15) b)	SHEET-1
6.2.2 Electric Service Disconnections with Notice (20.4(15) c & d)	SHEET-1
6.3 Insufficient Reasons for Denying Electric Service. (20.4(16))	SHEET-6
6.4 Prior Indebtedness	SHEET-7
6.5 Resale of Energy	SHEET-7

---

6.6 Member-consumer Rights and Responsibilities to Avoid Disconnection (20.4(15) d (3))	SHEET-7
---	---------

<b>SECTION 7 METER INSTALLATIONS (20.2(4) m)</b>	<b>SHEET-1</b>
--	----------------

7.1 Ownership	SHEET-1
7.1.1 Meter Location	SHEET-1
7.1.2 Meter Placement	SHEET-1
7.1.3 Multi-occupancy Premises (20.3(1))	SHEET-1

7.2 Types of Meter Loop Installations	SHEET-1
7.2.1 Self-Contained Metering	SHEET-1
7.2.2 Meter Loop Construction	SHEET-1
7.2.3 Current Transformer Installation	SHEET-1

7.3 Temporary Meter Loops (Construction Sites)	SHEET-1
--	---------

7.4 Primary Metering	SHEET-1
----------------------	---------

7.5 Meter Seals	SHEET-1
-----------------	---------

<b>SECTION 8 WIRING STANDARDS (20.2(4) 1)</b>	<b>SHEET-1</b>
---	----------------

8.1 Cooperative's Requirements	SHEET-1
8.1.1 Wiring Specifications	SHEET-1
8.1.2 Inspections	SHEET-1

8.2 Iowa Electrician's Licensing and Inspection Program Requirements	SHEET-1
--	---------

8.3 Member-Consumer's Responsibility	SHEET-2
--------------------------------------	---------

<b>SECTION 9 METER READING</b>	<b>SHEET-1</b>
--------------------------------	----------------

9.1 Member-Consumer's Responsibility	SHEET-1
--------------------------------------	---------

9.2 Cooperative's Responsibility	SHEET-1
----------------------------------	---------

<b>SECTION 10 BILLING PROCEDURE (20.4(12)) &amp; (20.2(4) v)</b>	<b>SHEET-1</b>
--	----------------

10.1 Type of Billing	SHEET-1
----------------------	---------

10.2 Billing Period (20.3(6))	SHEET-1
-------------------------------	---------

10.3 Due Date	SHEET-1
---------------	---------

---

10.3.1 Bill	SHEET-1
10.3.2 Late Payment Charge (20.4(12))	SHEET-1
10.3.3 Forgiveness of One Late Payment (20.4(12))	SHEET-2
10.3.4 Change of Date of Delinquency (20.4(12))	SHEET-2
10.4 Failure to Receive Bill	SHEET-2
10.5 Level Payment Plan (20.4(12))	SHEET-2
10.6 Parties Responsible for Payment	SHEET-3
10.7 Billing Information	SHEET-3
<b>SECTION 11 COLLECTIONS (20.2(4) p)</b>	<b>SHEET-1</b>
11.1 Procedure	SHEET-1
11.1.1 Payment Agreements (20.4(11) & (20.2(4) z)	SHEET-1
11.2 Returned Checks, Drafts or Orders	SHEET-3
11.3 Reconnection Charge Resulting From Nonpayment of Energy Account	SHEET-3
<b>SECTION 12 METER TESTING (20.6)</b>	<b>SHEET-1</b>
12.1 Routine Testing	SHEET-1
12.1.1 Limits	SHEET-1
12.1.2 New Meters	SHEET-1
12.2 Request Test	SHEET-1
12.2.1 Referee Tests	SHEET-1
12.3 Adjustments of Bills (20.4 (14))	SHEET-2
12.3.1 Meter Error	SHEET-2
12.3.2 Determination of Adjustment	SHEET-2
12.3.3 Refunds	SHEET-3
12.3.4 Back Billing	SHEET-4
12.3.5 Overcharges	SHEET-4
12.3.6 Undercharges (20.4(14) f)	SHEET-4
12.4 Grounds on Member-Consumer's Premises (20.2(4) u)	SHEET-5
12.5 Special Metering Installation	SHEET-5
<b>SECTION 13 UNCOLLECTED ACCOUNTS (20.2(4) p)</b>	<b>SHEET-1</b>

---

<b>13.1 Service Reconnection</b>	<b>SHEET-1</b>
<b>13.2 Collection Agency</b>	<b>SHEET-1</b>
<b>13.3 Right of Off-Set</b>	<b>SHEET-1</b>
 <b>SECTION 14 RESERVED FOR FUTURE PURPOSES</b>	 <b>SHEET-1</b>
 <b>SECTION 15 IDLE SERVICES</b>	 <b>SHEET-1</b>
<b>15.1 Definitions</b>	<b>SHEET-1</b>
<b>15.2 Iowa Electrician's Licensing and Inspection Program Requirements</b>	<b>SHEET-1</b>
<b>15.3 Charges</b>	<b>SHEET-1</b>
<b>15.3 Rebuilding</b>	<b>SHEET-2</b>
 <b>SECTION 16 SERVICE CALLS</b>	 <b>SHEET-1</b>
<b>16.1 Cooperative's Responsibility</b>	<b>SHEET-1</b>
<b>16.2 Member-Consumer's Responsibility</b>	<b>SHEET-1</b>
<b>16.3 Charges</b>	<b>SHEET-1</b>
 <b>SECTION 17 RELOCATION OF FACILITIES</b>	 <b>SHEET-1</b>
<b>17.1 Cooperative's Facilities</b>	<b>SHEET-1</b>
<b>17.2 Member-Consumer's Facilities</b>	<b>SHEET-1</b>
<b>17.3 Moving of Buildings</b>	<b>SHEET-1</b>
<b>17.4 Converting Overhead to Underground Facilities</b>	<b>SHEET-2</b>

**SECTION 18 USE OF COOPERATIVE'S FACILITIES BY MEMBER-CONSUMER AND OTHERS SHEET-1**

18.1 Cooperative Facilities SHEET-1

18.2 Meter Pole SHEET-1

18.3 Poles Owned by Cooperative Other Than Meter Poles SHEET-1

18.4 Non-Liability of Cooperative SHEET-1

**SECTION 19 DAMAGE TO COOPERATIVE'S FACILITIES SHEET-1**

19.1 Member-Consumer's Responsibility SHEET-1

19.2 Protection of Cooperative's Facilities on Member-Consumer's Premises SHEET-1

**SECTION 20 SPECIAL CONDITIONS OF SERVICE SHEET-1**

20.1 General SHEET-1

20.2 Service Voltage & Protection SHEET-1

20.3 Voltage Flicker & Motor Requirements SHEET-2

20.4 Harmonics and High Frequency Equipment SHEET-3

20.5 Standby Generators SHEET-4

20.6 Stray Voltage SHEET-4

20.7 Safety Requirements SHEET-4

20.8 New Structure Energy Conservation Standards SHEET-4

**SECTION 21 COMPLAINTS (20.2(4) y) SHEET-1**

21.1 Member-Consumer Complaints SHEET-1

21.2 Records SHEET-1

**SECTION 22 INSPECTION OF ELECTRICAL PLANT (25.3) SHEET-1**

---

22.1 Periodic Inspection	SHEET-1
22.2 Inspection forms	SHEET-1
22.3 Filing	SHEET-1
22.4 Construction and Maintenance	SHEET-1
 <b>SECTION 23 ELECTRIC INTERCONNECTION REQUIREMENTS</b>	 <b>SHEET-1</b>
199—45.14(476) Appendix A – Level 1 standard application form and distributed generation interconnection agreement	SHEET-1
ATTACHMENT Level 1: Standard Interconnection Agreement	SHEET-1
199—45.15(476) Appendix B – Standard certificate of completion	SHEET-1
199—45.16(476) Appendix C – Levels 2 to 4: standard application form	SHEET-1
199—45.17(476) Appendix D – Levels 2 to 4: standard distributed generation interconnection agreement	SHEET-1
 ATTACHMENT 1	 SHEET-1
Levels 2 To 4: Standard Interconnection Agreement	SHEET-1
 ATTACHMENT 2	 SHEET-1
Levels 2 To 4: Standard Interconnection Agreement	SHEET-1
 ATTACHMENT 3	 SHEET-1
Levels 2 To 4: Standard Interconnection Agreement	SHEET-1
 ATTACHMENT 4	 SHEET-1
Levels 2 To 4: Standard Interconnection Agreement	SHEET-1
 ATTACHMENT 5	 SHEET-1
Levels 2 To 4: Standard Interconnection Agreement	SHEET-1
 ATTACHMENT 6	 SHEET-1
Levels 2 To 4: Standard Interconnection Agreement	SHEET-1

---



---

<b>ATTACHMENT 7</b>	<b>SHEET-1</b>
<b>Levels 2 To 4: Standard Interconnection Agreement</b>	<b>SHEET-1</b>
<b>199—45.18(476) Appendix E – Standard interconnection feasibility study agreement</b>	<b>SHEET-1</b>
<b>ATTACHMENT A</b>	<b>SHEET-1</b>
<b>Interconnection Feasibility Study Agreement</b>	<b>SHEET-1</b>
<b>199—45.19(476) Appendix F – Standard interconnection system impact study agreement</b>	<b>SHEET-1</b>
<b>ATTACHMENT A</b>	<b>SHEET-1</b>
<b>Interconnection System Impact Study Agreement</b>	<b>SHEET-1</b>
<b>199—45.20(476) Appendix G – Standard interconnection facilities study agreement</b>	<b>SHEET-1</b>
<b>ATTACHMENT A</b>	<b>SHEET-1</b>
<b>Interconnection Facilities Study Agreement</b>	<b>SHEET-1</b>
 <b>SECTION 24 FORMS AND CONTRACTS (20.2(4) e, f, g)</b>	 <b>SHEET-1</b>
 <b>SECTION 25 RATES</b>	 <b>SHEET-1</b>
<b>Rate Designation: Residential Service; Rate Code 01</b>	<b>SHEET-1</b>
<b>Rate Designation: Residential All Electric Service; Rate Code 02</b>	<b>SHEET-3</b>
<b>Rate Designation: Small Commercial and Multi-Phase Service; Rate Code 03</b>	<b>SHEET-7</b>
<b>Rate Designation: Commercial and Industrial; Rate Code 04</b>	<b>SHEET-9</b>
<b>Rate Designation: Large Power Service; Rate Code 05</b>	<b>SHEET-12</b>
<b>Rate Designation: Heat Plus; Rate Code 08</b>	<b>SHEET-16</b>
<b>Rate Designation: Industrial &amp; Large Power, Flexible Rate Service; Rate Code 09</b>	<b>SHEET-18</b>
<b>Rate Designation: Residential Time of Day Service; Rate Code 11</b>	<b>SHEET-20</b>
<b>Residential All-Electric Time of Day Service; Rate Code 12</b>	<b>SHEET-20</b>

---

---

Rate Designation: Small Commercial and Multi-Phase Time of Day Service; Rate Code 13	SHEET-22
Rate Designation: Commercial and Industrial; Time of Day Service; Rate Code 14	SHEET-25
Rate Designation: Large General Service Time of Day, Interruptible Service; Rate Code 16	SHEET-28
Rate Designation: AEP	SHEET-32
ALTERNATE ENERGY PURCHASE PROGRAM	SHEET-33
Rate Designation: Security and Street Lighting; Rate Code X	SHEET-35
Energy Adjustment Clause - Rider No. 1	SHEET-38
Energy Adjustment Clause - Rider No. 4	SHEET-39
Energy Adjustment Clause - Rider No. 5	SHEET-40
Energy Adjustment Clause - Rider No. 6	SHEET-41
Government Authority Adjustment Clause - Rider No. 7	SHEET-42
PRICE ADJUSTMENT CLAUSE: Electric Tax/Franchise Fee Adjustment – Rider No. 8	SHEET-43

---

## **RULES AND REGULATIONS**

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

### **Section 1 STATEMENT OF OPERATIONS**

#### **1.1 Preliminary Statement (20.2(4) b)**

The Linn County Rural Electric Cooperative Association of Marion, Iowa, is a Cooperative corporation organized under the provisions of Chapter 499, Code of Iowa.

The Cooperative provides electric distribution service to approximately 26,000 member-consumers in Linn, Johnson, Benton, Jones, Cedar and Iowa counties, Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member-consumer has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the members-consumers by the members-consumers.

The principal office of the Cooperative is in Marion, Iowa, and all records are retained at this office. Operations crews are located at the headquarters facility and at the Operation Center in North Liberty, Iowa.

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

Rural areas in Linn, Johnson, Benton, Jones, Cedar and Iowa counties, Iowa

Inside Corporate Limits of Cedar Rapids, Marion, Palo, Robins, Center Point, Central City, Hiawatha, Bertram, Fairfax, North Liberty, Coralville, Ely, Solon, Tiffin and West Branch , Iowa.

**1. 3 Persons Authorized to Communicate with Board (20.2 (5) k)**

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

1. General Manager/CEO
2. Member-Consumer Services
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 Linn County Rural Electric Cooperative Association, which furnishes electric service under these rules and regulations.

### **2.2 Applicant**

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

### **2.3 Member-Consumer**

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

### **2.4 Board**

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

### **2.5 Premises**

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

---

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

### **3.1 Application**

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

### **3.2 Membership**

The applicant will become a member and will be entitled to all rights of membership as outlined by the bylaws, articles and policies of the Cooperative after signing a membership application, receiving electric service and approval by the Board of Directors.

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

The Cooperative may require from any member-consumer or prospective member-consumer a deposit intended to guarantee partial payment of bills for service. A person other than the member-consumer may pay this deposit.

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. A person other than the member-consumer may pay this deposit.

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

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

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

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

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

### **3.3.3 Receipts (20.4(6))**

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

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

A deposit shall be refunded after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment). Prompt payment is considered the payment of an account on or before the 25th of the month. 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 of prompt payment thereafter. Any deposit plus accumulated interest, less any unpaid utility bill of member-consumer, shall be refunded during settlement of a final billing upon termination of the service.

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

A new or additional deposit may be required from a member-consumer when a deposit has been refunded or is found to be inadequate. Written notice shall be mailed advising the member-consumer of any new or additional deposit requirement. The member-consumer shall have no less than twelve days from

the date of mailing to comply. The new or additional deposit shall be payable at the Cooperative business office. An appropriate receipt shall be provided. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

### **3.3.6 Non-Compliance**

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

## **3.4 Right-of-Way**

### **3.4.1 Procurement**

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

### **3.4.2 Initial Clearing**

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

### **3.4.3 Applicant's Premises – Right-of-Way**

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



Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

Section 3 REQUIREMENTS FOR SERVICE  
\_\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Sheet No. 4  
Sheet No. \_\_\_\_\_

---

**RESERVE FOR FUTURE USE**

---

Issued: October 31, 2019  
Issued By: Ronald O'Neil, President

Effective: December 1, 2019

---

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

### **4.1 Standard**

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

### **4.2 Character**

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

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

### **4.3 Classes**

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

120/240 volt, single phase, three wire  
120/208 volt, three phase, four wire wye  
277/480 volt, three phase, four wire wye

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

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

### **4.4 Primary Voltage Services**

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

---

**Section 5 SERVICE EXTENSIONS (20.2(4) k) & (20.2(4) w) & (20.3(13))****5.1 Availability**

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

**5.1.1 Point of Delivery**

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. See Section 7.1.

The point of delivery on overhead construction shall be the point of attachment at the weatherhead. The point of delivery on underground construction is the point of attachment to the meter socket. This does not apply to current transformer (CT) metering.

The Cooperative will furnish, install and maintain a meter pole at the point of delivery wherever a meter pole is required either at the request of the member-consumer or because of a convenience to the Cooperative. The member-consumer will be required to make a contribution to the aid of construction for the joint use of the pole by the member-consumer and the Cooperative. The pole will be installed on the member-consumer premises.

1. The member-consumer or their agent may install on the meter pole such wiring or appurtenances thereto as are required to provide

the necessary electric service to the premise, provided that the installation is in accordance with the rules and regulations of the Cooperative, all applicable codes, and, where required, an approval of the local authority having jurisdiction.

2. The member-consumer or their agent will not be permitted to install any wiring on the support poles or transformer poles of the Cooperative.
3. The Cooperative shall own and maintain the meter pole and any structures or appurtenances used up to and including the meter.
4. When conditions require the Cooperative to change out the meter pole the member-consumer will be required to pay for the cost of removal and reattachment of their equipment within 30 days of member-consumer notice. Member-consumers are required to have all applicable inspections completed and provide proof of such inspections to the cooperative.

For new service to a mobile home please see Section 7.

#### **5.1.2 Requirements for Extension of Electric Service**

1. Notification by Customer  
Before service will be provided to a premise not currently receiving service, the customer must notify the Cooperative and complete a signed application for service.
2. Space Requirement  
The customer must provide space for any Cooperative equipment required to serve the customer.
3. Rights-of-Way  
It is the responsibility of the member-consumer to provide a cleared, unobstructed right-of-way on their own property at their expense. The right-of-way shall be to Cooperative specifications.

The member-consumer shall grant the Cooperative, without charge, right-of-way on, over, under, along and across the premises for the route on which the line or service is to be built. The employees, authorized meter readers and contractors of the Cooperative may

---

enter at reasonable times to repair, maintain or perform any other duties necessary to maintain satisfactory service. (See section 3.4)

4. Grade

It is the member-consumer's responsibility to ensure that a project is at final grade prior to Cooperative installation of distribution, service or secondary lines.

5. Lot Pins and Easements

Lot pins and easements shall be in place and visibly marked at member-expense prior to installation of permanent electric service.

6. Infrastructure Installation

In developments that require the installation of streets, water, and or sewer, etc., the infrastructure installation shall be completed prior to installation of permanent electric service.

7. Conduit (duct)

If required due to National Electric Safety Code or as a means of assuring efficient restoration of service, the Cooperative may require that the member-consumer, at their expense, install conduit sized, located and at the depth specified by the Cooperative.

8. Necessary Approvals

The member-consumer is responsible for ensuring the necessary approvals for their facilities by the local authority having jurisdiction.

9. 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 based on the information provided by the member-consumer and the availability of historical data. Maximum single-phase load at any location will be the lesser of maximum load as specified by the Cooperative based upon system conditions or load that can be served by a 167 kVa transformer. When transformers 75 kVa or larger are necessary to serve large motors or other special loads and the expected normal use does not justify maintaining a large transformer, the Cooperative may require a contribution in aid of construction. Monthly minimum bills will be determined by transformer capacity required, in accordance with applicable price schedules. Refer to 4.3 Classes in Section 4 Characteristics of Service for additional information.

10. Transformer Pads

The Cooperative provides the transformer pads for single-phase transformers sized 100 kVa or less. When the member-consumer requires a larger transformer or three-phase underground service, the member-consumer shall be required to install a concrete pad built to Cooperative specifications. Such transformer pads will be provided at the owner or member-consumer expense. The Cooperative will inspect the concrete pad prior to transformer installation.

11. Location of Underground Facilities

The Cooperative will call for underground locations through One Call before any work is completed. However, if the member-consumer has facilities such as septic, water, wires that have been installed beyond the meter, etc., it is their responsibility to have these facilities located.

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

### **5.2.1 Definitions**

1. Advance for construction costs are cash payments made to the Cooperative by a member-consumer applying for an extension, portions of which may be refunded depending on any subsequent connections made to the extensions.
2. Contribution in aid of construction means a nonrefundable cash payment covering the costs of an extension that are in excess of Cooperative funded allowances.
3. Estimated annual revenue will be calculated for similarly situated members based on, but not limited to, the following factors:
  - a. The size of the facility to be used by the member;
  - b. The size and type of equipment to be used by the member;
  - c. The average annual amount of service required by the equipment; and
  - d. The average number of hours per day and days per year the equipment will be used.
4. Estimated base revenues will be calculated by subtracting the Cooperative's purchased power costs from the estimated annual revenues.

- 
5. Estimated construction costs will be calculated using the most recent Work Plan average construction cost per foot for each type of extension plus site specific right of way costs. The overhead transformer cost, meter cost and facilities built for the convenience of the Cooperative are not included. I
  6. Extension means a distribution or secondary line extension other than a service line extension.
  7. Service line extension means any secondary line extension on private property serving a single meter.
  8. "Similarly situated member" is defined as a member whose annual consumption or service requirements, as defined by estimated annual revenue, are similar to other members with approximately the same annual consumption or service requirements.
  9. Permanent service is defined as any service that is intended to remain in place on a continuing basis.
  10. Temporary service refers to any service that is not intended to remain in place on a continuing basis. Temporary service will be extended according to the terms and conditions imposed by the Cooperative.
  11. Agreed upon attachment period is a period of not less than 30 days or more than one year mutually agreed upon by the Cooperative and the applicant within which a permanent service will be attached. If no time period is mutually agreed upon, the agreed upon attachment period shall be deemed to be 30 days.
  12. Adverse Construction Charges. Base installation costs for electric facilities assume installation under normal weather, soil and site conditions. If installation is required under adverse conditions additional charges will be applied. Adverse construction conditions include but are not limited to snow, freezing rain, ground frost, extreme cold, or unusually muddy or rugged terrain. In the case of extremely rocky soil conditions, actual costs incurred which maybe higher than the adverse condition charges will be applied.

### **5.2.2 Distribution or Secondary and Service Line Extension**

Line extensions will be provided to the closest side of the house or building, where possible. Closest side of the house is defined as the side of the house or building that is nearest the primary distribution line (transformer, pedestal, etc.) source. Requests for secondary and service line extensions that go beyond the closest side of the house or building require contribution in aid of construction based on 100% of the average costs as determined by the most current Cooperative Work Plan.

Linn County REC will provide a maximum of 250 feet single-phase, overhead line or 170 feet single-phase underground line, for line extensions to the closest side of the house or building where justified based upon the estimated annual base revenue of the service. When the total line extension cost to the closest side of the house or building exceeds the maximum overhead or underground footages, and when the estimated annual base revenue requirements are met, the member-consumer will be required to provide a nonrefundable contribution in aid of construction within 30 days after completion. Under these circumstances, the amount of the contribution in aid of construction will be calculated as follows:

1. Overhead  
35% x Avg. OH line extension cost from previous Construction Work Plan x length in excess of 250 feet.
2. Underground  
45% x Avg. Underground line extension cost from the current Construction Work Plan x length in excess of 170 feet.
3. Adverse Construction Charges  
Base installation costs for electric facilities assume installation under normal weather, soil and site conditions. If installation is required under adverse conditions, additional charges will be applied. Adverse construction conditions include but are not limited to snow, freezing rain, ground frost, extreme cold, or unusually muddy or rugged terrain. In the case of extremely rocky soil conditions, actual costs incurred which maybe higher than the adverse condition charges will be applied

In installations where the estimated annual base revenues do not justify a line extension, the member-consumer will be asked for a contribution in aid of construction based on 100% of the average costs as determined by the most current Cooperative Work Plan.

If a request for a distribution line extension has a benefit to the Cooperative such as a planned future upgrade, or changing the route of the line to be more convenient for the Cooperative, there will be no charge for that portion of the distribution line extension which benefits the Cooperative.

Because of the special requirements for various commercial or industrial member-consumers, each application will be reviewed to determine if a contribution in aid of construction or an advance for construction costs is required.



When large installations require a transformer 75 kVa or larger, it will be furnished, if available, under rates, terms and conditions arrived at by negotiations before the application is accepted as determined by the Cooperative.

### **5.2.3 Plant Additions**

In those circumstances where extensive plant additions are required before the member-consumer can be served, or where the member-consumer will not attach within the agreed upon time period, the Cooperative may require an advance for construction cost from the party requesting service based on 100% of the average costs of such construction including transformers and other required apparatus, calculated from the previous construction work plan. This charge must be paid prior to construction. The amount may be refundable based upon estimated annual base revenues.

Subdivisions are considered plant additions.

When a member-consumer requests an extension, but will not attach within the agreed upon time period, the member-consumer will contract with the Cooperative. An advance for construction, which may be refundable, will be provided to the Cooperative for construction equal to the estimated construction costs no more than 30 days prior to commencement of construction.

### **5.2.4 Temporary Service**

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

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

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

### **5.2.6 Extension Other Than Cooperative Design**

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

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

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

### **5.2.7 Moving of Cooperative Facilities**

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

### **5.2.8 Excess Facilities**

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

## 5.2.9 Refunds

If an advance for construction is refundable, the Cooperative shall refund to the depositor for a period of ten years, from the date of the original advance, a pro-rata share for each service attachment to the extension. In no event shall the total amount to be refunded to a depositor exceed the amount of the advance for construction made by the depositor. The Cooperative will pay no interest on any amounts subject to refund. At the expiration of the above-described ten-year period, the advance for construction recorded shall be closed and the remaining balance shall be credited to the respective plant account.

The pro-rata refund shall be computed in the following manner:

1. Subdivision Deposit Refunds

Subdivision deposits are returned to the developer making the initial deposit. Deposits are refunded only when the Cooperative installs permanent service, approved by the local jurisdiction.

When the deposit amount requested by the Cooperative exceeds \$2,000, the deposit will be returned at \$2,000/lot once permanent service is installed. If the requested deposit is less than \$2,000, the entire deposit will be returned once permanent service is installed and approved by the local jurisdiction, when required.

2. Refunds Other than Subdivision Deposit Refunds

If the combined total of three times estimated base revenue for the depositor and each member-consumer who has attached to the extension exceeds the total estimated construction cost to provide the extension, the entire amount of the advance provided by the deposit shall be refunded to the depositor.

If the combined total of three times estimated base revenue for the depositor and each member-consumer who has attached to the extension is less than the total estimated construction cost to provide the extension, the amount to be refunded to the depositor shall equal three times estimated base revenue of the member-consumer attaching to the extension.

In no event shall the total amount to be refunded to a depositor exceed the amount of the advance for construction made by the depositor. Any amounts subject to refund shall be paid by the utility without

Interest. At the expiration of the above-described ten-year period, the advance for construction recorded shall be closed and the remaining balance shall be credited to the respective plant account.

### **5.2.10 Transmission Costs**

The cooperative distributes electric energy to its members that it purchases from Central Iowa Power Cooperative (CIPCO). CIPCO delivers electric energy to the cooperative via transmission and sub-transmission lines (lines above 12.5 kV). Transmission service from CIPCO to the cooperative's distribution facilities is coordinated under contract by CIPCO. If a governmental unit (state, county, municipal, township, special district or unit designated as a unit of local government by law) requests non-standard installation of transmission service and CIPCO in turn bills the cooperative for the difference between the cost of standard installation and non-standard installation, the governmental unit will be given the option of paying this cost difference or assigning this cost difference to cooperative members within the boundaries of the governmental unit. "Non-Standard installation" refers to underground transmission installation and/or additional requests regarding transmission construction which exceed CIPCO's average cost of installation.

If no choice is made or the governmental unit chooses to assign the cost difference to cooperative members within the boundaries of the governmental unit, the cost difference will be collected by the cooperative on a per kWh basis until the entire difference is collected. The charge will be listed as a separate item on the electric bill. Late charges will be applied, but state and local taxes and franchise fees will not be calculated based on this charge.

Details of the calculations for the charge can be found in Rider 7 of the cooperative's tariff.

### **5.2.11 Large Power Installations**

When large installations require a transformer 75 kVa or larger, it will be furnished, if available, under rates, terms and conditions arrived at by negotiations before the application is accepted as determined by the Cooperative.

### **5.2.12 New Structure Energy Conservation Standards**

See Section 20.8

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

### **6.1 Electric Service Disconnections Prohibited (20.4(17))**

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

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

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

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

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

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

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

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

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

- a. For violation of or noncompliance with the Cooperative's electric service policies.

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

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

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

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

- 3. **Summary of Member-Consumer Rights and Responsibilities.** A copy of the Summary Rights and Responsibilities required to be provided to the member-consumer is contained in section 6.6 of this tariff.
- 4. **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, mail member-consumers a notice describing the availability of winter energy assistance funds and the application process. The notice will be of a type size that is easily legible and conspicuous and will contain the information set out by the state agency administering the assistance program. If the Cooperative is serving fewer than 25,000 member-consumers, it may publish the notice in a member-consumer newsletter in lieu of mailing. If the Cooperative is serving fewer than 6,000 member-consumers it may publish the notice in an advertisement in a local newspaper of general circulation or shopper's guide.

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 a back bill rendered in accordance with Iowa Administrative Code 199--20.4(14) "d" (slow meters).
- f. Failure to pay the 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 11.3 shall apply.

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

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

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

- 1. What can I do if I receive a notice from the utility that says my 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 would pose an especial health danger for a person living at the residence (see #4 below); or
  - e. Tell the utility if you think part of the amount shown on the bill is wrong. However, you must still pay the part of the bill you agree you owe the utility (see #5 below).

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

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

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

- a. Contact the local community action agency in your area (see attached list); 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, the utility must be contacted 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 of energy assistance.
- d. Being certified eligible for energy assistance will prevent your 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 between November 1 and 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. In order 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 service?**

- a. You must be given a written notice at least 12 days before the utility service can be shut off for nonpayment. This notice will include the reason for shutting off your service.
- b. If you have not made payments required by an agreed upon payment plan you may be disconnected with only one day notice.
- c. The utility must also try to reach you by telephone or in person before it shuts off your service. From November 1 through April 1, if the utility cannot reach you by telephone or in person, the utility will put a written notice on the door 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 beside my utility?**

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

---

**Section 7 METER INSTALLATIONS (20.2(4) m)****7.1 Ownership**

The Cooperative will furnish and maintain the meter which may include special provisions that enables certain functions to be performed from a remote location, including the disconnection or reconnection of service. The member-consumer will be required to provide and install the meter socket. The member-consumer will also be required to furnish and install the conductor, conduit, disconnect and all other required appurtenances.

On loads requiring current transformer metering (see Linn County REC's "Guide to Metering" for allowed applications), the Cooperative will provide the meter socket which must be installed by the member-consumer and the Cooperative will install the wiring, current transformers and primary bars, all of which will be charged to the member-consumer, in the member provided CT cabinet.

On loads serving mobile homes, the Mobile Home Park or the member-consumer will provide and own an approved meter pedestal with a disconnect, (see Linn County REC's "Guide to Metering"), and the Cooperative will install the meter at this pedestal. The Cooperative reserves the right to determine under what circumstances such equipment will be installed.

The Cooperative requires inspection and approval of member-consumer's wiring by the applicable state or local authorities, such inspection shall be completed and certificate of approval obtained before the Cooperative will render service.

**7.1.1 Meter Location**

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

**7.1.2 Meter Placement**

The meter must be installed outside the building at a location designated by the Cooperative and must be accessible to Cooperative personnel without interference. The meter shall not be enclosed, be under or encircled by a deck or porch, or be over six feet off the ground. The unprotected, un-metered service entrance conductors shall not be enclosed (except where allowed by National Electrical Code) or be installed under or encircled by a porch or deck. If the member-consumer or agent alters the building or anything else that in any way

causes the meter to no longer be located outside the building, the member-consumer shall notify the Cooperative and pay all the costs of having the meter moved to a location outside the building.

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

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

Exceptions:

- Electricity used in centralized heating, cooling, water heating, or ventilation.
- In a facility designated for elderly or handicapped persons where utility costs are not apportioned to individual tenants.
- Where sub-metering 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:

### **7.2.1 Self-Contained Metering**



The member-consumer shall provide the necessary equipment for secondary metering.

### **7.2.2 Meter Loop Construction**

It is a requirement of the Cooperative that on meter poles the meter loop be constructed of rigid conduit and a disconnect device installed following the meter.

### **7.2.3 Current Transformer Installation**

The Cooperative will install the current transformers and required hardware, which will be charged to the member at its determination of need for secondary service.

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

The Cooperative will hook up a temporary meter loop provided by the members electrician to provide electric service for construction until a permanent meter loop is installed; provided the need for temporary service does not exceed one year. The Cooperative may charge the member-consumer to provide the temporary service.

### **7.4 Primary Metering**

The Cooperative will order and install primary metering, charging the member actual costs, where possible and when it is mutually advantageous to both parties to use this type of metering and reduce the kilowatt hour and demand consumption by five (5%) percent and the load warrants such metering in accord with good engineering design and practice.

### **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 WIRING STANDARDS (20.2(4) 1)**

### **8.1 Cooperative's Requirements**

#### **8.1.1 Wiring Specifications**

The Cooperative requires compliance with specifications set forth in the National Electrical Code (NEC) when a member-consumer or other responsible party wires or rewires buildings, premises, etc. For specifications not covered above, the National Electrical Safety Code will apply.

#### **8.1.2 Inspections**

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

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

### **8.2 Iowa Electrician's Licensing and Inspection Program Requirements**

When a permit and/or an inspection by the State of Iowa, a municipality or other governmental agency is required for a newly connected or reconnected installation which is subject to the statewide electrician's licensing and inspection program the Cooperative will not energize such service until such permit is obtained and the installation passes the required inspection. For those installations not requiring an

---

inspection, the Cooperative reserves the right to require a certificate of exemption be executed by the member or the applicable regulatory authority attesting to the exempt nature of the installation.

### **8.3 Member-Consumer's Responsibility**

When wiring on a member-consumer's premises is found to be dangerous to the member-consumer or to the Cooperative, the Cooperative may disconnect the service. The Cooperative will not reconnect the service until an inspection is completed by the authority having jurisdiction.

---

## **Section 9 METER READING**

### **9.1 Member-Consumer's Responsibility**

Meters shall be read by a Cooperative representative at approximately 30-day intervals, on corresponding days of each meter-reading period. The member-consumer is responsible for assuring that the meter is located where it can be easily accessed, read and removed.

If the Cooperative representative is unable to gain access to a meter, a notice will be left on the premises requesting the member-consumer to contact the Cooperative representative to make arrangements for the meter to be read or supply the meter reading. If the member-consumer fails to supply the meter reading or make arrangements for the meter to be read by the cooperative representative and a Cooperative employee must go to the account to obtain the reading for billing, a charge of twenty-five dollars (\$25.00) including tax will be made and added to the member-consumer's billing.

If for some reason a meter reading is still not available, the Cooperative will estimate the consumption and render a bill accordingly.

Meter readings by the contract meter reader shall not be considered final; the meters may be reread at the discretion of the Cooperative.

### **9.2 Cooperative's Responsibility**

Back or make up billing for a misread meter shall be for a period of not more than six (6) months.

The Cooperative will be responsible for designating and approving the location of the meter to insure proper readings.

---

## **Section 10 BILLING PROCEDURE (20.4(12)) & (20.2(4) v)**

### **10.1 Type of Billing**

A bill for electric service will be mailed to each member-consumer on or about the 3rd working day of each month showing the present and previous meter reading, the date on which the meter was read, kWh consumed, the applicable rate schedule, amount of bill including sales tax, monthly facilities charge, energy cost adjustment, late payment charge (if applicable), if an estimated bill, if a minimum bill, and member-consumer's name and location.

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

Bills will be for a period of one-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.

### **10.3 Due Date**

Bills are rendered on or about the 3rd working day of each month and are payable immediately. There shall not be less than 20 days between the rendering of the bill and the date by which the account becomes delinquent. When payment is made after the 25th of the month the bill becomes delinquent and a late payment charge is added. The late payment charge is the difference between the net and gross amounts that appear on the bill.

#### **10.3.1 Bill**

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

#### **10.3.2 Late Payment Charge (20.4(12))**

The late payment charge will be calculated as 1.5% per month of the past due amount. No collection fee will be levied in addition to this late payment charge. Cost-justified charges will be made for disconnection and reconnection of service.

Payments received by mail or at the office of the Cooperative on or before the 25th of the month will be accepted without a late payment charge. An additional

day will be allowed if the 25th falls on a day when the office is not open to receive payments.

### **10.3.3 Forgiveness of One Late Payment (20.4(12))**

Each account shall be granted one complete forgiveness of a late payment charge for each calendar year. Complete forgiveness prohibits any effect upon the credit rating of the customer or collection of late payment charge.

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

The date of delinquency for all residential member-consumers or other member-consumers, whose consumption is less than 3,000 kWh per month, shall be changeable for cause in writing; such as, but not limited to 15 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.

## **10.4 Failure to Receive Bill**

Failure to receive a bill shall not entitle the member-consumer to remission of any charge for nonpayment within the time specified. If a bill is not received by the member-consumer, an estimated amount should be submitted in order to avoid a late charge.

## **10.5 Level Payment Plan (20.4(12))**

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

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

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

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

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

### **10.6 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.

### **10.7 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 11 COLLECTIONS (20.2(4) p)

### 11.1 Procedure

If the bill is not paid by the last day of the month, a notice will be printed on the next month's bill sent to the member-consumer providing notification that the bill is delinquent, late payment charge will apply, and disconnection/collection procedures will be instituted as explained in Section 6.

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

- a. **Availability of a first payment agreement.** When a residential member-consumer cannot pay in full a delinquent bill for electric service or has an outstanding debt to the utility for residential electric service and is not in default of a payment agreement with the Cooperative, then Cooperative will offer the member-consumer an opportunity to enter into a reasonable payment agreement.
- b. **Reasonableness.** Whether a payment agreement is reasonable will be determined by considering the current household income, ability to pay, payment history including prior defaults on similar agreements, the size of the bill, the amount of time and the reasons why the bill has been outstanding, and any special circumstances creating extreme hardships within the household. The Cooperative may require the person to confirm financial difficulty with an acknowledgement from the Department of Human Services or another agency.
- c. **Terms of Payment Agreements**

##### First Payment Agreement:

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

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



---

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

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

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

Second Payment Agreement:

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

Refusal by Cooperative:

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

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

### **11.2 Returned Checks, Drafts or Orders**

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

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

### **11.3 Reconnection Charge Resulting From Nonpayment of Energy Account**

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

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 11.1.1, if applicable, shall be made.
- B. A single-phase non current transformer (CT) metered member-consumer shall pay a reconnection fee of \$50.00.
- C. A three-phase or Current Transformer (CT) member-consumer the charge for reconnection will be \$100.00 if the trip is completed on regular time. The charge shall be \$150.00 if any part of the trip is on overtime.
- D. Before service is restored, bills shall be paid and/or the member-consumer shall make satisfactory credit arrangements at the office of the Cooperative.

---

## **Section 12 METER TESTING (20.6)**

### **12.1 Routine Testing**

The Cooperative shall test watt-hour meters for accuracy and mechanical condition. All meters and associated devices shall be tested within 120 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.

#### **12.1.1 Limits**

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

#### **12.1.2 New Meters**

The Cooperative will use the manufacturer's testing data to verify new meter accuracy limits.

### **12.2 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 Cooperative 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 Cooperative in its meter inspection and testing program, the Cooperative may charge the member-consumer \$25 or the cost of conducting the test, whichever is less. The member-consumer shall be advised of any potential charge before the meter is removed for testing.

#### **12.2.1 Referee Tests**

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

Within five days of receipt of the written request and payment, the Board shall forward the deposit to the Cooperative and notify the Cooperative of the requirement for a test. The Cooperative shall provide the member-consumer with a written estimate of the cost of the referee test. The Cooperative will inform the member-consumer of their responsibility to pay the actual cost of the referee test if the meter is found to be accurate within 2% plus or 2% minus. The Cooperative shall, within 30 days after notification of the request, schedule the date, time and place of the test with the Board and the member-consumer. If the Cooperative receives a written request to cancel the referee test from the member-consumer 24 hours prior to the scheduled test, the Cooperative will notify the Board immediately by phone and return the deposit to the member-consumer. A copy of the written request for cancellation of the test will be sent to the Board. The meter shall not be removed or adjusted before the test and the Cooperative shall furnish the testing equipment and facilities for the test. If the tested meter is found to be more than 2% fast or 2% slow the deposit will be returned to the party requesting the test and billing adjustments shall be made as required in subsection 12.3. If the tested meter is not found to be more than 2% fast or 2% slow the member-consumer will be billed the actual cost of the meter test. The Board shall issue its report within 15 days after the test is conducted, with copy to the member-consumer and the Cooperative.

## **12.3 Adjustments of Bills (20.4 (14))**

### **12.3.1 Meter Error**

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

### **12.3.2 Determination of Adjustment**

Recalculation of bills shall be on the basis of actual monthly consumption except that if service has been measured by self-contained single-phase meters or

three-wire network meters and involves no billing other than for kWhs, the recalculation of bills may be based on the average monthly consumption determined from the most recent thirty-six month's consumption data.

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

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

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

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

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

### **12.3.3 Refunds**

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

#### **12.3.4 Back Billing**

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

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

#### **12.3.5 Overcharges**

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

#### **12.3.6 Undercharges (20.4(14) f)**

When a member-consumer has been undercharged as a result of incorrect reading of the meter, incorrect application of the price schedule, incorrect connection of the metering installation or other similar reasons, the Cooperative may bill the amount of the undercharge to the member-consumer. The time period for which the Cooperative may adjust for the undercharge shall not exceed five years unless otherwise ordered by the Board. The maximum back

bill shall not exceed the dollar amount equivalent to the tariff rate for like charges (e.g., usage-based, fixed or service charges) in the 12 months preceding discovery of the error unless otherwise ordered by the Board.

Neither section 12.3.4 nor 12.3.6 shall prevent the Cooperative from applying additional charges when the undercharge is the result of fraudulent practices of the member-consumer.

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

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

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

#### **12.5 Special Metering Installation**

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

---

## **Section 13 UNCOLLECTED ACCOUNTS (20.2(4) p)**

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

### **13.1 Service Reconnection**

Prior to the reconnection of any member-consumer who owes the Cooperative for any past electric service, the member-consumer shall make payment with the Cooperative in sufficient amount to cover their past due account for electric service plus a deposit not greater than the highest billing of service for one month for the place in the previous twelve-month period. The deposit for any member-consumer for a place, which has not previously received service, shall be the member-customer's projected one month usage for the place to be served as determined by the Cooperative.

The Cooperative shall not be required to commence supplying electric service to a member-consumer if, at the time of application, such member-consumer, is indebted to the Cooperative for that same class of electric service previously supplied at the member-consumer's premises or any other premises, until payment of such indebtedness shall have been made.

In the case of a member-consumer who has been disconnected or for whom credit action is pending, service will not be reconnected or continued in the name of another occupant or user of the premises if the previous member-consumer or any other person liable for payment of the delinquent bill(s) continues to occupy or receive benefit of the electric service provided at the premises, unless arrangements are made to pay for the unpaid service at the premises.

### **13.2 Collection Agency**

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

### **13.3 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.



Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

Section 14 RESERVED FOR FUTURE USE  
\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Sheet No. 1  
Sheet No. \_\_\_\_\_

---

**Section 14 RESERVED FOR FUTURE USE.**

---

Issued: October 31, 2019

Effective: December 1, 2019

Issued By: Ronald O'Neil, President

---

## **Section 15 IDLE SERVICES**

### **15.1 Definitions**

An idle service charge will be applicable where the Cooperative, pursuant to an application for service to a given premise, has installed the necessary facilities to provide said electric service, but where the member-consumer or owner fails to accept and use said service within 30 days; or if such member-consumer or owner, after having taken service at the given premises, thereafter discontinues service for a period of 30 days. In either event, the Cooperative will, after due notice or attempts to contact the member-consumer or owner, by phone, registered or certified mail, require the member-consumer or owner to pay a monthly 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. In the event the address of the owner of the property is unknown, or the owner does not respond to Cooperative's correspondence, the service will be retired.

### **15.2 Iowa Electrician's Licensing and Inspection Program Requirements**

An idle service which has been disconnected for 6 months or longer may 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.

### **15.3 Charges**

The member-consumer or owner may retain the Cooperative's facilities in readiness for service f by making a minimum monthly payment as defined in the applicable tariff within thirty (30) days of the date of the notice.

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 will be removed from the given premises by the Cooperative.

#### **15.4 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 16 SERVICE CALLS**

### **16.1 Cooperative's Responsibility**

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

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.

### **16.2 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.

### **16.3 Charges**

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

---

## **Section 17 RELOCATION OF FACILITIES**

### **17.1 Cooperative's Facilities**

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

### **17.2 Member-Consumer's Facilities**

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

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

### **17.3 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.

### **17.4 Converting Overhead to Underground Facilities**

Definitions.

Applicant – means the member, government, agency or other entity/individual that requests the Cooperative convert its facilities.

Applicant Cost – means the Applicant requesting the conversion must pay for the costs related to such conversion which includes:

1. The total cost to the Cooperative of the removal.
2. The total cost to the Cooperative of converting the facilities from overhead to underground.

Conversion – means removal of overhead facilities and installation of those facilities underground.

Reservation of Rights.

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

Member-Requested Conversion.

The cost of requested conversion of overhead facilities to underground on rights-of-way or private third-party easements shall be paid by the Member requesting the relocation. In the event the requested conversion is in the Long-term Work Plan of the Cooperative, in existence at the time of the application, the Member shall only pay the additional cost to the Cooperative to do the conversion when requested rather than as planned.

Conversion for Governmental Unit.

If conversion is required by a governmental unit, the conversion cost will be charged to the governmental unit or to the Cooperative's customers in the governmental unit, at the government's election. In the event the governmental unit elects that the customers

---

within its boundaries are to be charged or fail to make an election, the conversion cost shall be collected on a per kWh basis from all members within the boundaries of the governmental unit as a Local Government Compliance Charge. However, such charges will not be assessed to the Cooperative's facilities located within the boundaries of the governmental unit. In the event the requested conversion is in the Long-term Work Plan of the Cooperative, in existence at the time of the application, the governmental unit or the members in its boundaries shall only pay the additional cost to the Cooperative to do the conversion when requested rather than as planned.

---

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

**18.1 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 electric service, or a dangerous condition in connection therewith.

**18.2 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 meter pole such wiring or appurtenance thereto as are required to provide the necessary electric service to the premises, provided that the installation is in accordance with these rules and regulations of the Cooperative. See Section 5.1.1 and Section 7.

**18.3 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.

**18.4 Non-Liability of Cooperative**

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



---

## **Section 19 DAMAGE TO COOPERATIVE'S FACILITIES**

### **19.1 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.

### **19.2 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. See Section 6.2.1.

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 20 SPECIAL CONDITIONS OF SERVICE

### 20.1 General

Linn County Rural Electric Cooperative will provide electric service to member-consumer facilities so as not to adversely impact any other member-consumer's electrical services or any Cooperative equipment.

The Cooperative will investigate all power quality complaints that are deemed to be legitimate and assist in determining the origin of the corresponding power quality concerns. If it is determined that a power quality concern is the result of inadequate Cooperative facilities, then such facilities will be upgraded within the bounds of standard utility practices. If the power quality concern is determined to be initiated by a member-consumer's equipment, then the member-consumer operating such equipment shall be responsible for correcting the problem by complying with current harmonic distortion, voltage flicker limits, and other requirements stated herein. All costs incurred to correct problems instigated by the member-consumer's equipment shall be borne by the member-consumer operating such equipment. Failure to correct a known problem may result in the Cooperative disconnecting the member-consumer's service (see 6.2.1). The Cooperative reserves the right to refuse to connect the member-consumer's service if the member-consumer's installation does not meet the Cooperative's requirements set forth in this or any other applicable Cooperative policy.

All motors, variable frequency drives, variable speed drives, switching power supplies, motor controllers, or any electrical equipment indirectly or directly connected with the Cooperative's system shall not cause disruption or interference in the quality of electric power on the Cooperative's electric system or at the electric service entrance of other Cooperative member-consumers.

### 20.2 Service Voltage & Protection

The Cooperative will provide electric service to its member-consumers in compliance with the latest version of IEEE Standard 519. Member-consumers are responsible to comply with the same Standard in respect to current harmonic distortion limits.

The member-consumer is responsible for providing protection, uninterruptible power supplies, or other accessories needed to prevent undesirable operation of other member-consumers' equipment or the Cooperative's sensitive equipment created by voltage or current waveform distortion within the thresholds established in this Standard. The member-consumer is responsible for ensuring that their equipment is protected from excessive currents which may result from overvoltage, undervoltage, single-

phase operation of three-phase equipment, phase reversal, or other abnormal conditions by means of member-consumer installed fuses, thermal cutouts, overload relays, or other relays and devices designed to protect the individual's equipment. The member-consumer is also responsible for notifying the Cooperative in advance of planned load increases as well as planned service modifications or upgrades. Advance notification permits the Cooperative to evaluate the adequacy of the existing facilities to serve the load increase and/or service capacity of the facilities, if necessary. The Cooperative reserves the right to limit the capacity of any 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.

Prior to selecting and purchasing motor equipment, it is the member-consumer's responsibility to consult the Cooperative to determine the availability of specific service voltages and capacity limitations at any location.

### 20.3 Voltage Flicker & Motor Requirements

All motors shall not cause problematic momentary voltage fluctuations on the Cooperative's electric distribution system. As shown in the generic numbers in Table 1, the following motors may be started if the starting current does not exceed the limits illustrated under the various services and starting types listed. Actual allowable starting kVa will be calculated on a per site basis by cooperative engineers.

Table 1

Service Type	Motor Type	Maximum HP*	Source Voltage at Starter	Reduced Voltage/Frequency Starter Type	Maximum Allowable Locked Rotor	Maximum Allowable kVA Inrush
1-Phase	1-Phase	2 hp	120	None (Across the line)	100	12
1-Phase	1-Phase	7.5 hp	240	None (Across the line)	200	48
1-Phase	1-Phase	10 hp	240/480	Autotransformer & Solid State	200/100	48
1-Phase	3-Phase	10 hp	240/480	Rotary Converter, 20 kVA	200/100	48
1-Phase	1 or 3-Ph	15 hp	240/480	Variable frequency drives	200/100	48
3-Phase	3-Phase	40 hp **	208/480	Across the line **	1060/460	384

\* Based on NEC Locked Rotor Indicating Code Letters A-H.

\*\* As with single-phase motors, the allowable size of these 3-phase motors can be increased with use of reduced voltage/frequency starters or soft-start motors.

Smaller motors may be started according to the guidelines provided in Table 1, which is based on a maximum of four starts per hour per motor. Multiple motors starting simultaneously shall be classified as one motor.

Upon request of the member-consumer, the Cooperative will evaluate services for motor starting conditions that exceed the maximum allowable kVA motor inrush as

illustrated in Table 1. kVA motor starting inrush larger than what is stated in Table 1 may be permitted at locations where the Cooperative facilities are adequate.

Single-phase to three-phase rotary phase converters may be connected only if the inrush current of the rotary converter itself does not exceed that for single-phase motor kVA inrush listed in Table 1. Rotary phase converters typically require a kVA rating twice that of the largest three-phase motor they supply. After the rotary converter attains full speed, the starting of the motor fed from the phase converter must not cause current on the source side of the converter to be greater than that allowed for the converter on its source side.

When reduced voltage starters are applied to motors to minimize flicker, the motor starting torque is also reduced. The member-consumer is responsible for verifying that the reduced voltage or lower frequency applied to the motor will allow starting for all required load conditions.

Motors subject to frequent starts and inrush currents, such as elevators and hoist and rock crushers, when connected to the secondary distribution system, shall have their starting current limited to 100 amperes at 208-240 volts basis.

The member-consumer is responsible for complying with IEEE Standard 141 and ANSI C84.1 Electric Power Systems and Equipment with respect to power quality and voltage regulation, and any other applicable industry standards.

#### **20.4 Harmonics and High Frequency Equipment**

The member-consumer shall be responsible for complying with IEEE Standard 519 by limiting the current waveform distortion induced by their electrical equipment as measured at the point of common coupling. Upon request of the member-consumer, the available short-circuit current at the service point can be provided by the Cooperative.

The Cooperative will make reasonable efforts to investigate problems suspected to be associated with harmonic distortion of the 60 Hz voltage sine-wave at the point of service. When the source of the excessive harmonic distortion level is determined to be equipment operated by a specific member-consumer, the Cooperative will notify the member-consumer and it shall be the member-consumer's responsibility to mitigate the harmonic levels in order to comply with IEEE 519 Standard limitations for current distortion limits.

Variable frequency drives applied to convert single-phase voltage to three-phase voltage to operate three-phase motors (or three-phase voltage to operate three-phase motors at varying speeds) shall be designed and operated to limit the amount of total current distortion to 5% or less at continuous rated load (the intent primarily is to limit individual frequency voltage harmonics to 3% of the fundamental and voltage THD to 5%, and no parallel resonance at the injection point) unless prior approval is granted by the Cooperative after engineering review.

---

## **20.5 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 changeover 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.

At the member-consumer request, the Cooperative will install a 400 amp pole top double throw switch with current transformer metering at the prevailing cost of the pole top switch less current transformer cost plus 10% handling charge. It will be the responsibility of the member-consumer to arrange for an electrician to install wiring and rigid or PVC conduit from the pole top switch to the stand-by unit.

## **20.6 Stray Voltage**

Farm member-consumers, especially those with livestock, are encouraged to consult the Iowa Stray Voltage Guide, including the Farm Wiring Checklist and the Proper Farm Wiring Summary contained therein. A copy of said publication can be obtained by contacting the Cooperative or through: [www.iowastrayvoltageguide.com](http://www.iowastrayvoltageguide.com). Any complaints or concerns regarding stray voltage will be addressed as set forth in the Iowa Stray Voltage Guide.

## **20.7 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, the National Electrical Safety Code, and such other codes and specifications as may be applicable, and to any other requirements of the Cooperative.

## **20.8 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 the energy conservation standards, the owner or builder shall certify that the structure complies with the standards by signing a form provided by the

Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

Section 20 SPECIAL CONDITIONS OF SERVICE  
\_\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Sheet No. 5  
Sheet No. \_\_\_\_\_

---

Cooperative. No certification will be required for structures that are not heated or cooled, or are not intended primarily for human occupancy.

## **Section 21 COMPLAINTS (20.2(4) y)**

### **21.1 Member-Consumer Complaints**

Member-Consumer complaints received by mail, telephone or in person shall be acted upon promptly. Telephone number (319) 377-1587 and 1-800-332-5420 are answered continuously for the handling of problems or complaints of an emergency nature.

Telephone number (319) 377-1587 and 1-800-332-5420 are answered Monday through Friday, to handle routine business complaints and other communications.

Upon receipt of a complaint, it shall be promptly transmitted to the department assigned to handle complaints of such nature. Such action as necessary to resolve the problem shall be made promptly by mail, telephone or personal contact.

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.

### **21.2 Records**

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

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

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

---

## **Section 22 INSPECTION OF ELECTRICAL PLANT (25.3)**

### **22.1 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.

### **22.2 Inspection forms**

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

### **22.3 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.

### **22.4 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 23 ELECTRIC INTERCONNECTION REQUIREMENTS

Service Area: Entire System

Availability: This section shall apply to any member-consumer with an “AEP facility” or “Qualifying facility” as defined in Section 199-15.1, Iowa Administrative Code. Service will be accepted by the Cooperative pursuant to the provisions above and to the following specific conditions.

(a) The member-consumer’s electric generating facility shall be designed, operated and maintained in such manner as to comply with the Iowa Utilities Board’s rules on Electric Interconnection of Distributed Generation Facilities in Chapter 199-45, Iowa Administrative Code (199 IAC 45).

(b) Interconnection of the member-consumer’s electric generating facility with the Cooperative’s electric system shall meet the applicable provisions of the publications listed below:

- (1) Standard for Interconnecting Distributed Resources with Electric Power Systems, IEEE Standard 1547. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
  - (i) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems—IEEE Standard 519-1992; and
  - (ii) 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 70-2008.

(c) The Cooperative shall assist the member-consumer in determining whether an interconnection request should be processed under the level 1, 2, 3 or 4 procedures described in 199 IAC 45.

(d) Member-consumers shall complete the standard forms and agreements in Appendices A through G of this tariff relating to their review level, including the standard application fees and member-consumer liability insurance requirements.

(e) A member-consumer with electric generating equipment shall not connect it in parallel with the Cooperative’s system without the written consent of the Cooperative. Failure of the member-consumer to comply with the Cooperative’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. While operating in parallel with the Cooperative’s system, the member-consumer will at all times maintain 90 percent power factor. The member-consumer shall be responsible for the costs of installation and maintenance of

---

power factor correction capacitors required to maintain the equivalent of an average power factor of 90 percent (lagging) at the interconnection.

(f) If the member-consumer's electric generating equipment is interconnected to the Cooperative's grid, the generating equipment shall be designed, operated and maintained so that: (1) it can be automatically synchronized with the Cooperative's system; (2) in the event that the Cooperative's system connected to such generation is de-energized, the member-consumer's equipment will stop generating and will not feed back into the Cooperative's system; and (3) Cooperative personnel can physically disconnect the generator from the Cooperative's grid. All synchronizing and protective devices to accomplish this mode of operation will be provided and maintained by the member-consumer.

(g) The member-consumer shall permit Cooperative employees to enter upon the member-consumer's property at any reasonable time for the purpose of inspecting or testing the member-consumer's equipment, facilities, or apparatus to ensure their continued safe operation and the accuracy of the Cooperative'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.

(h) The operator of the electric generating facility shall adopt a program for the regular inspection, maintenance and servicing of the interconnecting equipment to maintain such equipment a safe and reliable operating condition. Records of inspections, maintenance and repairs shall be logged and such records shall be available to the Cooperative upon request. If requested by the Cooperative, the member-consumer shall submit to the Cooperative a maintenance schedule, prior to October 1 of each year for the following calendar year.

(i) The member-consumer shall pay for the cost, net of system betterment, of rebuilding any Cooperative facilities to provide adequate capacity for the generation system. System betterment is defined as an improvement the Cooperative would be required to make in the immediate future for the benefit of member-consumers served by the same circuit and substation as the AEP. All materials installed on the member-consumer's side of the metering point shall be subject to the approval of the Cooperative, and the Cooperative may furnish such materials upon request.

(j) The Cooperative will furnish metering on the distribution side of the electric grid at no cost to the member-consumer in a single-phase application, whether the member chooses a single or two meter arrangement. Where the electric generating facility is not located at the same interconnect point, two meters will be installed. Three-phase metering applications will be determined individually based upon each application.

(k) The member-consumer shall certify to the Cooperative that the electric generating facility meets the definition of qualifying facility. If the electric generating facility has a

nameplate\_capacity greater than 1 MW, the member-consumer shall provide the Cooperative with a copy of the qualifying facility certificate or self-certification document filed with the Federal Energy Regulatory Commission.

**199—45.14(476) Appendix A – 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 10 kVA or Smaller)

A Level 1 Interconnect requires no application fee

Interconnection Applicant Contact Information

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

Alternate Contact Information (if different from Applicant)

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

Equipment Contractor

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
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):

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

Is the Interconnection Customer requesting Net Metering in accordance with Iowa Utilities Board rule 199 IAC 15.11(5) and Linn County REC's net metering or net billing tariff?

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

Intent of Generation

- \_\_\_\_ Net Metering (Unit will operate in parallel and will export power to Linn County REC pursuant to Iowa Utilities Board rule 199 IAC 15.11(5) and Linn County REC's net metering or net billing tariff)
- \_\_\_\_ Self-Use and Sales to Linn County REC (Unit will operate in parallel and may export and sell excess power to Linn County REC pursuant to Iowa Utilities Board rule 199 IAC 15.5 and Linn County REC's tariff)
- \_\_\_\_ Other (Please explain): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Distributed Generation Facility ("Facility") Information

Facility Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Utility serving Facility site: \_\_\_\_\_  
Account Number of Facility site (existing utility customers): \_\_\_\_\_  
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 customer must inform Linn County REC as soon as it aware of the changed date.)

#### Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification and should be carefully considered by the interconnection customer. The interconnection customer 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 of Terms and Conditions for Interconnection; and 3) the Certificate of Completion.

NOTE: If the Certificate of Completion is not completed and returned to Linn County REC within 12 months following Linn County REC'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 is acknowledged and, by its signature below, Linn County REC 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.

Linn County REC Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **ATTACHMENT Level 1: Standard Interconnection Agreement**

### Terms and Conditions for Interconnection

- 1) Construction of the Distributed Generation Facility. The interconnection customer 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 Linn County REC.
- 2) Final Interconnection and Operation. The interconnection customer may operate the distributed generation facility and interconnect with Linn County REC's electric distribution system after all of the following have occurred:
  - a) **Electrical Inspection:** Upon completing construction, the interconnection customer 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 customer shall provide Linn County REC with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection customer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
  - c) Linn County REC has completed its witness test as per the following:
    - i) The interconnection customer shall provide Linn County REC at least 15 business days' notice of the planned commissioning test for the distributed generation facility. Within 10 business days after the commissioning test, Linn County REC 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 Linn County REC 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 Linn County REC cannot do so for good cause. In these cases, upon Linn County REC request, the interconnection customer 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. Linn County REC must have access to the isolation device or disconnect switch and metering equipment of the distributed generation facility at all times. When practical, Linn County REC shall provide notice to the customer prior to using its right of access.
- 5) Metering. Any required metering shall be installed pursuant to Linn County REC's metering rules filed with the Iowa Utilities Board under subrule 199 IAC 20.2(5).
- 6) Disconnection. Linn County REC 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 Linn County REC's load customers;
  - 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 45;
  - 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 Linn County REC's electric system.
- 7) Indemnification. The interconnection customer shall indemnify and defend Linn County REC and Linn County REC's directors, officers, employees, and agents from all claims, damages and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection customer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection customer's willful misconduct or breach of this Agreement. Linn County REC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from Linn County REC's negligent installation, operation, modification, maintenance, or

removal of its interconnection facilities or electric distribution system, or Linn County REC's willful misconduct or breach of this Agreement.

- 8) Insurance. The interconnection customer shall provide Linn County REC with proof that it has a current homeowner's insurance policy or other general liability policy.
- 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 customer - The interconnection customer may terminate this interconnection agreement by providing written notice to Linn County REC. If the interconnection customer ceases operation of the distributed generation facility, the interconnection customer must notify Linn County REC.
  - b) By Linn County REC - Linn County REC may terminate this Agreement without liability to the interconnection customer if the interconnection customer 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 customer receives notice of its violation from Linn County REC.
- 11) Modification of Distributed Generation Facility. The interconnection customer must receive written authorization from Linn County REC before making any changes to the distributed generation facility that could affect Linn County REC's distribution system. If the interconnection customer makes such modifications without Linn County REC's prior written authorization, Linn County REC shall have the right to disconnect the distributed generation facility.
- 12) Permanent Disconnection. In the event the Agreement is terminated, Linn County REC shall have the right to disconnect its facilities or direct the interconnection customer 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).

- 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 Linn County REC and the interconnection customer.
- 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 Linn County REC 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).
- 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 customer's application. The interconnection customer is responsible for notifying Linn County REC of any change in the contact party information, including change of ownership.

If Notice is to Linn County REC:

Use the contact information provided below. Linn County REC is responsible for notifying the interconnection customer 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. Linn County REC is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service.

**199—45.15(476) Appendix B – Standard certificate of completion**

**CERTIFICATE OF COMPLETION**

(To be completed and returned to Linn County REC when installation is complete and final electric inspector approval has been obtained – Use contact information provided on Linn County REC'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 customer acknowledges that it shall not operate the distributed generation facility until receipt of the final acceptance and approval by Linn County REC as provided below.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of interconnection customer)

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 Linn County REC 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 Linn County REC:

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

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

Linn County REC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**199—45.16(476) Appendix C – 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

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

Alternative Contact Information (if different from Customer Contact Information)

First Name: \_\_\_\_\_ Last 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: \_\_\_\_\_  
Utility Serving Facility Site: \_\_\_\_\_  
Account Number of Facility Site (existing utility customers): \_\_\_\_\_  
Inverter Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Equipment Contractor

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

Electrical Contractor (if different from Equipment Contractor)

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

License Number: \_\_\_\_\_

Electric Service Information for Customer Facility where Generator will be Interconnected

Capacity: \_\_\_\_\_ (Amps) Voltage: \_\_\_\_\_ (Volts)

Type of Service: \_\_\_\_ Single Phase \_\_\_\_ Three Phase

If 3 Phase Transformer, Indicate Type:

Primary Winding \_\_\_\_ Wye \_\_\_\_ Delta

Secondary Winding \_\_\_\_ Wye \_\_\_\_ Delta

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

Intent of Generation

- \_\_\_\_ Offset Load (Unit will operate in parallel, but will not export power to Linn County REC)
- \_\_\_\_ Net Metering (Unit will operate in parallel and will export power to Linn County REC pursuant to Iowa Utilities Board rule 199 IAC 15.11(5) and Linn County REC's net metering or net billing tariff)
- \_\_\_\_ Self-Use and Sales to Linn County REC (Unit will operate in parallel and may export and sell excess power to Linn County REC pursuant to Iowa Utilities Board rule 199 IAC 15.5 and Linn County REC's tariff)
- \_\_\_\_ 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.

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

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 Linn County REC.

\_\_\_ Level 2 – Lab-certified interconnection equipment with an aggregate electric nameplate capacity less than or equal to 2 MVA. Lab-certified is defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1). (Application fee will be the cost of any studies necessary to verify interconnect not to exceed \$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 or equal to 10 MVA if connecting to a radial distribution feeder. (Application fee will be the cost of any studies necessary to verify interconnect not to exceed \$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 will be the cost of studies necessary to verify interconnect not to exceed \$1000 plus \$2.00 per kVA.)

Note: Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45).

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 Linn County REC 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 Linn County REC 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

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: \_\_\_\_\_

Linn County REC Acknowledgement:

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

Linn County REC Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**199—45.17(476) Appendix D – 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 customer"), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, ("Linn County REC"), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection customer and Linn County REC each may be referred to as a "Party," or collectively as the "Parties."

**Recitals:**

Whereas, interconnection customer 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 customer on \_\_\_\_\_; and

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

Whereas, interconnection customer desires to interconnect the distributed generation facility with Linn County REC'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 Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45).
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel with, Linn County REC's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

- 1.4 Nothing in this Agreement is intended to affect any other agreement between Linn County REC and the interconnection customer.
- 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 Linn County REC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
- 1.6.3 The interconnection customer 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 customer 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 Linn County REC.
- 1.7 Parallel Operation Obligations
- Once the distributed generation facility has been authorized to commence parallel operation, the interconnection customer 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 customer 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 customers 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 customers 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 Linn County REC 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 Linn County REC'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 customer 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 customer is in default, and the terms of Article 6.5 apply.

## 1.10 Standards of Operations

The interconnection customer 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 customer is responsible for coordinating and synchronizing the distributed generation facility with Linn County REC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the distributed generation facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after Linn County REC ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, Linn County REC shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation facility. Linn County REC shall notify the interconnection customer 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 customer 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 customer shall not operate its distributed generation facility in parallel with Linn County REC's electric distribution system without prior written authorization by Linn County REC as provided for in Articles 2.1.1-2.1.3.

2.1.1 Linn County REC shall perform a witness test after construction of the distributed generation facility is completed, but before parallel operation, unless Linn County REC specifically waives the witness test. The interconnection customer shall provide Linn County REC at least 15 business days' notice of the planned commissioning test for the distributed generation facility. If Linn County REC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If Linn County REC 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 Linn County REC 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 Linn County REC, the interconnection customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement in writing between Linn County REC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of Linn County REC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by Linn County REC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection customer shall obtain permission from Linn County REC before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. Linn County REC 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. Linn County REC 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, Linn County REC shall affix an authorized signature to the certificate of completion and return it to the interconnection customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned nor delayed.

## 2.2 Commercial Operation

The interconnection customer 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

Linn County REC must have access to the isolation device or disconnect switch and metering equipment of the distributed generation facility at all times. When practical, Linn County REC shall provide notice to the customer 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 customer may terminate this Agreement at any time by giving Linn County REC 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 Linn County REC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer 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 Linn County REC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility, or if the interconnection customer fails to operate the distributed generation facility in parallel with Linn County REC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from Linn County REC'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 customer 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 Linn County REC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on Linn County REC'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 customers; or (3) that is likely to cause a material adverse effect on the distributed generation facility or the interconnection equipment. Under emergency conditions, Linn County REC or the interconnection customer 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. Linn County REC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the distributed generation facility. The interconnection customer shall notify Linn County REC when it becomes aware of any condition that might affect Linn County REC'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 – Linn County REC may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from Linn County REC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on Linn County REC's electric distribution system. To the extent possible, Linn County REC shall provide the interconnection customer with notice five business days before an interruption. Linn County REC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by Linn County REC for deferring or rescheduling maintenance, construction, or repair at the interconnection customer's request.
- 3.4.3 Forced outages – Linn County REC may suspend interconnection service to repair Linn County REC's electric distribution system. Linn County REC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, Linn County REC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.
- 3.4.4 Adverse system impact – Linn County REC must provide the interconnection customer with written notice of its intention to disconnect the distributed generation facility, if Linn County REC determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports Linn County REC's decision to disconnect must be provided to the interconnection customer. Linn County REC may disconnect the distributed generation facility if, after receipt of the notice, the interconnection customer 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. Linn County REC may continue to leave the generating facility disconnected until the adverse system impact is corrected to the satisfaction of both Linn County REC and the adversely-impacted customer.
- 3.4.5 Modification of the distributed generation facility – The interconnection customer must receive written authorization from Linn County REC prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection customer modifies its facility without Linn County REC's prior written authorization, Linn County REC has the right to disconnect the distributed generation facility until such time as Linn County REC concludes the modification poses no threat to the safety or reliability of its electric distribution system.

- 3.4.6 Unauthorized connection to Linn County REC'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 Chapters 15 or 45.
- 3.4.8 Linn County REC is not responsible for any lost opportunity or other costs incurred by interconnection customer 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 customer shall pay for the cost of the interconnection facilities itemized in Attachment 3. Linn County REC shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with Linn County REC'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 customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2      Distribution Upgrades

Linn County REC 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 customer 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 Linn County REC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of Linn County REC-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 customer 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 customer deposit funds have been expended.

- 5.1.2 Within 90 calendar days after completing the construction and installation of Linn County REC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, Linn County REC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of Linn County REC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to Linn County REC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, Linn County REC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to Linn County REC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, Linn County REC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, Linn County REC 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 Linn County REC's interconnection facilities and distribution upgrades, the interconnection customer shall provide Linn County REC 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 Linn County REC and will accrue interest in accordance with 199 IAC 20.4(4), with any interest to inure to the benefit of the interconnection customer.

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 customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to Linn County REC. 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 customer can assign this Agreement, without the consent of Linn County REC, 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 customer shall indemnify and defend Linn County REC and Linn County REC's directors, officers, employees, and agents, from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection customer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection customer's willful misconduct or breach of this Agreement.
- 6.3.3 Linn County REC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from Linn County REC's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or Linn County REC'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 1 MVA, the interconnection customer 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 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer 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. Linn County REC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide Linn County REC 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 Linn County REC'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 Linn County REC or interconnection customer, 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 (199 IAC 45.15), 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 Linn County REC:

Utility: Linn County REC  
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 Linn County REC:

Utility: Linn County REC  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Designated Operating Representative

The Parties may 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. If no such operating representative is designated below, such notices will be sent to the contacts listed in Article 10.1 above.

### Interconnection Customer's Operating Representative:

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

### Linn County REC's Operating Representative:

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

## 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 Linn County REC:

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 Linn County REC to other customers.

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 customer 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 Linn County REC’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 Linn County REC to determine the required modifications to Linn County REC’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 customer, Linn County REC, 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 customer and Linn County REC. The interconnection agreement governs the connection of the distributed generation facility to Linn County REC's electric distribution system and the ongoing operation of the distributed generation facility after it is connected to Linn County REC's electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a distributed generation facility to Linn County REC'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 Linn County REC 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 customer'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 Linn County REC's electric distribution system.

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

Iowa standard distributed generation interconnection rules – The most current version of the procedures for interconnecting distributed generation facilities adopted by the Iowa Utilities Board. See Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45).

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 customer 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.

Utility – Any electric utility that is subject to rate regulation by the Iowa Utilities Board.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by Linn County REC 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 Linn County REC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by Linn County REC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by Linn County REC 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 customer 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 Linn County REC's Interconnection Facilities

This attachment is to be completed by Linn County REC and shall include the following:

1. Required interconnection facilities, including any required metering.
2. An estimate of itemized costs charged by Linn County REC for interconnection, including overheads, based on results from prior studies.
3. An estimate for the time required to build and install Linn County REC'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

Linn County REC 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 Linn County REC and shall include the following:

1. Linn County REC's monitoring and control requirements must be specified, along with a reference to Linn County REC's written requirements 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 Linn County REC and shall include the following:

1. The metering requirements for the distributed generation facility.
2. Identification of the appropriate metering rules 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 customer and shall include the following:

When it returns the certificate of completion to Linn County REC, the interconnection customer shall provide Linn County REC 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.



**199—45.18(476) Appendix E – Standard interconnection feasibility study agreement**

INTERCONNECTION FEASIBILITY STUDY AGREEMENT

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("interconnection customer"), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, ("Linn County REC"), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection customer and Linn County REC each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, interconnection customer 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 customer on \_\_\_\_\_; and

Whereas, interconnection customer desires to interconnect the distributed generation facility with Linn County REC's electric distribution system; and

Whereas, interconnection customer has requested Linn County REC to perform an interconnection feasibility study to assess the feasibility of interconnecting the proposed distributed generation facility to Linn County REC'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.
2. Interconnection customer elects and Linn County REC shall cause to be performed an interconnection feasibility study consistent with Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.11).
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 customer in the interconnection request application form, as modified with the written agreement of the Parties. Linn County REC has the right to request additional technical information from interconnection customer during the course of the interconnection feasibility study. If the

interconnection customer modifies its interconnection request, the time to complete the interconnection feasibility study may be extended by Linn County REC.

5. In performing the study, Linn County REC shall rely on existing studies of recent vintage to the extent practical. The interconnection customer will not be charged for such existing studies; however, interconnection customer is responsible for the cost of applying any existing study to the interconnection customer specific requirements and for any new study that Linn County REC 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 Linn County REC's electric distribution system as required under Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.11(5)"a").
7. Interconnection customer 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 customer within 45 business days after this Agreement is signed by the Parties or the complete study deposit is received by Linn County REC, whichever occurs later. If the interconnection customer's study request involves more than one point of interconnection and configuration, the time to complete the interconnection feasibility study may be extended by Linn County REC.
9. Study fees shall be based on actual costs and will be invoiced to interconnection customer after the study is transmitted to interconnection customer. The invoice must include an itemized listing of employee time and costs expended on the study.
10. Interconnection customer shall pay any actual study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice. Linn County REC 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 customer]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

Linn County REC

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 customer. Any additional assumptions (explained below) may be provided by either the interconnection customer or Linn County REC.

---

---

---

---

---

---

---

**199—45.19(476) Appendix F – 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 customer"), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, ("Linn County REC"), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection customer and Linn County REC each may be referred to as a "Party," or collectively as the "Parties."

**Recitals:**

Whereas, interconnection customer 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 customer on \_\_\_\_\_; and

Whereas, interconnection customer desires to interconnect the distributed generation facility to Linn County REC's electric distribution system; and

Whereas, Linn County REC has completed an interconnection feasibility study and provided the results of said study to interconnection customer (this recital to be omitted if the Parties have agreed to forego the interconnection feasibility study); and

Whereas, interconnection customer has requested Linn County REC to perform an interconnection system impact study to assess the impact of interconnecting the distributed generation facility to Linn County REC'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.
2. Interconnection customer elects and Linn County REC shall cause to be performed an interconnection system impact study consistent with Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.11).
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 customer in the interconnection request application form. Linn County REC reserves the right to request additional technical information from interconnection customer. If interconnection customer 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 Identification of any equipment short circuit capability limits exceeded as a result of the interconnection,
    - 5.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection,
    - 5.3 Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection, and
    - 5.4 Description and nonbinding estimated cost of facilities required to interconnect the distributed generation facility to Linn County REC's electric distribution system and to address the identified short circuit, thermal overload, voltage, and instability issues as required under Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.11(5)"b").
  6. Interconnection customer 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 customer within 45 business days after this Agreement is signed by the Parties or the complete study deposit is received by Linn County REC, whichever occurs later. If the interconnection customer'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 Linn County REC.
  8. Study fees shall be based on actual costs and shall be invoiced to interconnection customer after the study is transmitted to interconnection customer. The invoice shall include an itemized listing of employee time and costs expended on the study.
  9. Interconnection customer shall pay any study costs that exceed the deposit within 30 calendar days after receipt of the invoice. Linn County REC 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 customer]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

Linn County REC

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 in accordance with Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.11), 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 customer. Any additional assumptions (explained below) may be provided by either the interconnection customer or Linn County REC.

---

---

---

---

---

---



**199—45.20(476) Appendix G – Standard interconnection facilities study agreement**

INTERCONNECTION FACILITIES STUDY AGREEMENT

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("interconnection customer"), as an individual person, or as a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_, ("Linn County REC"), a \_\_\_\_\_ existing under the laws of the State of Iowa. Interconnection customer and Linn County REC each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, interconnection customer 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 customer on \_\_\_\_\_; and

Whereas, interconnection customer desires to interconnect the distributed generation facility with Linn County REC's electric distribution system; and

Whereas, Linn County REC has completed an interconnection system impact study and provided the results of said study to interconnection customer; and

Whereas, interconnection customer has requested Linn County REC 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.
2. Interconnection customer elects and Linn County REC shall cause to be performed an interconnection facilities study consistent with Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.11).
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 Linn County REC'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 customer 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 customer within 15 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 customer within 35 business days after this Agreement is signed by the Parties or the complete study deposit is received by Linn County REC, whichever occurs later.
7. Study fees shall be based on actual costs and will be invoiced to interconnection customer after the study is transmitted to interconnection customer. The invoice shall include an itemized listing of employee time and costs expended on the study.
8. Interconnection customer shall pay any actual study costs that exceed the deposit within 30 calendar days on receipt of the invoice. Linn County REC 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 customer]

Signed: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

Linn County REC

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 Linn County REC'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 Linn County REC's interconnection facilities: \_\_\_\_\_

.....

To be Completed in Coordination with Linn County REC

Is the distributed generation facility located in Linn County REC'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: \_\_\_\_\_

Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

Section 24 FORMS AND CONTRACTS  
\_\_\_\_\_ Revised  
Cancels \_\_\_\_\_

Sheet No. 1  
Sheet No. \_\_\_\_\_

---

**Section 24 FORMS AND CONTRACTS (20.2(4) e, f, g)**

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

---

Issued: October 31, 2019  
Issued By: Ronald O'Neil, President

Effective: December 1, 2019

## Section 25 RATES

### Rate Designation: Residential Service; Rate Code 01

Class of Service: Single-Phase, farm and non-farm residences.

Service Area: All areas.

Availability: Applicable for single-phase service for all farm and home uses through a single meter to a member-consumer using the Cooperative's standard service as described in section four of this Tariff, all subject to the terms of the service contract and membership application approved by the Linn County REC Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

Monthly Rate:	Facility Charge	\$22.00 per month
	Energy Charge	
	All kWhs per month	\$0.10743 per kWh

Monthly Transformer Charge: Transformer Charge  $\geq$  75 kVa assigned/required is \$0.11 per kVa.

Minimum Monthly Charge: The minimum monthly charge shall be the greater of the following charges as determined for the member-consumer:

1. The Facility Charge where 10 kVA or less of transformer capacity is required.
2. Whenever a transformer of greater capacity than 10 kVA is required to provide adequate service to a member-consumer, the minimum monthly charge shall be a monthly service charge of \$0.75 per kVA in excess of 10 kVA added to the Facility Charge.

Billing: The bill is the amount computed when applying the energy adjustment clause and the above rate to the number of kWhs consumed. Bills are rendered on or about the 3rd working day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payment received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Restrictions: Demand. The maximum billing demand required shall not exceed 75 kW in any of the months of January, February, June, July, August or December.

Energy Adjustment  
Clause: See Rider No. 1

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

---

**Rate Designation: Residential All Electric Service; Rate Code 02**

Class of Service: Single-Phase, farm and non-farm residences.

Service Area: All areas.

Availability: Applicable for single-phase service through a single meter to all member-consumers of the Cooperative for permanent electric space heating who are receiving service at the same location for other usages, subject to the Cooperative's standard service as described in section four of this Tariff, all subject to the terms of the service contract and membership application approved by the Linn County REC Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

Monthly Rate: Facility Charge \$22.00 per month  
Energy Charge  
First 1200 kWhs per month \$0.10743 per kWh  
Over 1,200 kWhs per month \$0.08973 per kWh

Monthly Transformer Charge: Transformer Charge  $\geq$  75kVa assigned/required is \$0.11 per kVa.

Minimum Monthly Charge: The minimum monthly charge shall be the greater of the following charges as determined for the member-consumer:

1. The Facility Charge when 10 kVA or less of transformer capacity is required.
2. Whenever a transformer of greater capacity than 10 kVA is required to provide adequate service to a member-consumer, the minimum monthly charge shall be a monthly service charge of \$0.75 per kVA in excess of 10 kVA added to the Facility Charge.

Billing: The bill is the amount computed when applying the energy adjustment clause and the above rate to the number of kWhs consumed. Bills are rendered on or about the 3rd working day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late. A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.



An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Restrictions: The member-consumer shall provide the Cooperative a heat loss/gain analysis report and heating output of electric heating system.

The member-consumer shall be responsible for notifying the Cooperative when the heating installation is complete and the Cooperative will complete an "on site" installation verification prior to activating this rate. The member-consumer shall be responsible for informing the Cooperative if they no longer have electric heating within 90 days of removal of such heating.

Demand. The maximum billing demand required shall not exceed 75 kW in any of the months of January, February, June, July, August or December.

Energy Adjustment  
Clause: See Rider No. 1

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

Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

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

Section 25 RATES  
Sheet No. 5  
Sheet No. \_\_\_\_\_

---

RESERVED FOR FUTURE USE.

---

Issued: October 20, 2019  
Issued By: Ronald O'Neil, President

Effective: November 21, 2019

Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

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

Section 25 RATES  
Sheet No. 6  
Sheet No. \_\_\_\_\_

---

RESERVED FOR FUTURE USE.

---

Issued: October 20, 2019  
Issued By: Ronald O'Neil, President

Effective: November 21, 2019

---

**Rate Designation: Small Commercial and Multi-Phase Service; Rate Code 03**

Class of Service: Single and Multi-Phase Non-residence and Multi-Phase residences.

Service Area: All areas.

Availability: Applicable for service through a single meter to all member-consumers of the Cooperative for commercial and multi-phase uses including lighting, heating and power, subject to the Cooperative's standard service as described in section four of this Tariff, within the service area of the Cooperative, all subject to the terms of the service contract and membership application approved by the Linn County REC Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

Monthly Rate: Facility Charge  
Single Phase \$22.00 per month  
Three Phase \$50.00 per month  
Energy Charge  
All kWhs per month \$0.10743per kWh

Monthly Transformer Charge: Transformer Charge  $\geq$  75 kVa assigned/required is \$0.11 per kVa.

Minimum Monthly Charge: The minimum monthly charge shall be the greater of the following charges as determined for the member-consumer:

1. The Facility Charge where 10 kVA or less of transformer capacity is required.
2. Whenever a transformer of greater capacity than 10 kVA is required to provide adequate service to a member-consumer, the minimum monthly charge shall be a monthly service charge of \$0.75 per kVA in excess of 10 kVA added to the Facility Charge.

**Billing:** The bill is the amount computed when applying the energy adjustment clause and the above rate to the number of kWhs consumed. Bills are rendered on or about the 3rd working day of each month and are due on or before the 25th of each month.

An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

**Restrictions:** Demand. The maximum billing demand required shall not exceed 75 kW in any of the months of January, February, June, July, August or December.

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

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

---

**Rate Designation: Commercial and Industrial ; Rate Code 04**

Class of Service: Single and Multi-Phase.

Service Area: All Areas.

Availability: Large Power service is available to all member-consumers subject to the Cooperative's standard service as described in section four of this Tariff, within the Cooperative's service area, all subject to the terms of the service contract and membership application approved by the Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards. Member-consumers choosing to discontinue service under this schedule must wait at least 12 months before returning to this schedule.

Monthly Rate: Facility Charge \$50.00 per month

Demand Charge \$12.20 per kW of monthly billing demand

Energy Charge

First 100 kWh per kW	\$0.06695 per kWh
Next 200 kWh per kW	\$0.06374 per kWh
Over 300 kWh per kW	\$0.04500 per kWh

Monthly Transformer Charge: Transformer Charge  $\geq$  75 kVa assigned/required is \$0.11 per kVa.

Demand: The billing demand shall be the maximum average kW demand established by the member-consumer for any period of 15 consecutive minutes during the month for which the bill is rendered.

Power Factor Adjustment: Demand charges will be adjusted to correct the maximum average kW demand lower than 90 percent. Such adjustments will be made by increasing the billing demand 1 percent for each 1 percent by which the average power factor is less than 90 percent lagging.

Minimum Monthly  
Charge:

The minimum monthly charge shall be the greater of the following charges as determined for the member-consumer:

- (1) The minimum monthly charge specified in the contract for service.
- (2) Whenever a transformer of greater capacity than 10 kVa is required to provide adequate service to a member-consumer, the minimum monthly charge shall be a monthly service charge of \$0.75 per kVa in excess of 10kVa added to the Facility Charge.

Billing:

The bill is the amount computed when applying the energy adjustment clause and the above rate to the number of kWhs consumed. Bills are rendered on or about the 3rd working day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payment received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Restrictions:

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.
2. Ownership. 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 member-consumer.
3. Primary Service. If service is furnished at primary distribution voltage, a discount of five percent shall apply to the demand and energy charges, and if the minimum charge is based on transformer capacity, a discount of five percent shall also apply to the minimum charge. However, the seller shall have the option of metering secondary voltage and adding the estimated

---

transformer losses to the metered kilowatt hours and kilowatt demand.

4. Demand. The minimum billing demand shall not be less than 25 kW and the maximum shall not exceed 1000 kW in any of the months of January, February, June, July, August or December.

Energy Adjustment  
Clause:

See Rider No. 1

Tax:

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



---

**Rate Designation: Large Power Service; Rate Code 05**

Class of Service: Three Phase.

Service Area: All Areas

Availability: Large Power service is available to member-consumers that are located on or near the Cooperative's three phase lines for all types of usage, subject to the Cooperative's standard service as described in section four of this Tariff, within the Cooperative's service area, all subject to the terms of the service contract and membership application approved by the Linn County REC Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards. Member-consumers choosing to discontinue service under this schedule must wait at least 12 months before returning to this schedule.

Monthly Rate: Facility Charge \$150.00 per month

Demand Charges

Seasonal Demand \$8.17 per kW

Monthly Coincident Demand \$8.16 per kW

Monthly Non-coincident Demand \$9.50 per kW

Energy Charge \$0.03553 per kWh

Billing Demands:

Seasonal Demand: The billing demand for application of the peak ratchet demand charge shall be the average of the six 60-minute kW demands coincidental with the Cooperative's peak demands used in the wholesale power billings to the Cooperative for this charge during the applicable months of January, February, June, July, August, and December, based on demands selected from the current month and the preceding eleven months. One demand shall be used in each specified month. Once actual peak demands for the above six months are available, the peak demand charges shall be based on actual billing demands from that time forward.

Monthly Coincident Demand:	The billing demand for application of monthly coincident demand charge shall be the 60-minute kW demand coincidental with the Cooperative's peak demands used in the wholesale billings to the Cooperative for these charges during each month of the year.
Monthly Non-coincident Demand:	The billing demand for monthly non-coincidental demand shall be the maximum average kW demand established by the member-consumer for any period of 15 consecutive minutes during the month for which the bill is rendered.
Power Factor Adjustment:	Demand charges will be adjusted to correct the maximum average kW demand lower than 90 percent. Such adjustments will be made by increasing the billing demand 1 percent for each 1 percent by which the average power factor is less than 90 percent lagging.
Minimum Monthly Charge:	<p>The minimum monthly charge shall be the greater of the following charges as determined for the member-consumer:</p> <ol style="list-style-type: none"><li>(1) The minimum monthly charge specified in the contract for service.</li><li>(2) Whenever a transformer of greater capacity than 10 kVA is required to provide adequate service to a member-consumer, the minimum monthly charge shall be a monthly service charge of \$0.75 per kVA in excess of 10 kVA added to the Facility Charge.</li></ol>
Billing:	The bill is the amount computed when applying the energy adjustment clause and the above rate to the number of kW and kWhs consumed. Bills are rendered on or about the 10th day of each month and are due on or before the last day of each month. Payments received in the office after the last day of the month will be considered late.

A late payment charge calculated as 1.5 percent of the current unpaid balance will be added after the last day of the month.

An additional day will be allowed for payments received at the office of the Cooperative if the last day of the month falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Restrictions:

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.

2. Ownership. 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 member-consumer.

3. Primary Service. If service is furnished at primary distribution voltage, a discount of five percent shall apply to the demand and energy charges, and if the minimum charge is based on transformer capacity, a discount of five percent shall also apply to the minimum charge. However the Cooperative shall have the option of metering secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

4. Demand. The minimum monthly non-coincident billing demand shall exceed 600 kW at least one month per calendar year.

Energy Adjustment

Clause: See Rider No. 4

Tax:

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

Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

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

Section 25 RATES  
Sheet No. 15  
Sheet No. \_\_\_\_\_

---

RESERVED FOR FUTURE USE.

---

Issued: October 20, 2019  
Issued By: Ronald O'Neil, President

Effective: November 21, 2019

---

**Rate Designation: Heat Plus; Rate Code 08**

Class of Service: Single-Phase and Multi-Phase Residential and small commercial.

Service Area: All areas.

Availability: Available to all member-consumers who presently have or agree to install a Heat Plus space heating system. Service will be provided by the Cooperative pursuant to the provisions above and to the following specific conditions. Total number of members served under this rate schedule is limited annually by the Board of Directors.

- a. Heat Plus service will be available for all approved separately metered electric space heating installations meeting the Cooperative's space heating design and equipment requirements and wiring specifications, and where electric service is also provided for lighting, domestic water heating, and other purposes. The member-consumer shall make provisions in their electrical wiring for the installation of a separate meter.
- b. Heat Plus installations may have an approved backup heating system that is capable of maintaining a satisfactory comfort level in the building during the period when the electric space heating equipment may be interrupted.

Monthly Rate: Facility Charge \$5.00 per month  
Energy Charge \$0.05444 per kWh

Billing: All kWhs billed for the Heat Plus rate will be billed from the October billing through the May billing.

The bill is the amount computed when applying the above rate to the number of kWhs consumed. Bills are rendered on or about the 3rd working day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late. A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Restrictions: The maximum billing demand required shall not exceed 75 kW in any of the months of January, February, June, July, August or December.

Energy Adjustment  
Clause: See Rider No. 5

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

---

**Rate Designation: Industrial & Large Power, Flexible Rate Service; Rate Code 09**

Class of Service: Three Phase.

Service Area: All areas.

Availability: Applicable for service through a single meter to all member-consumers of the Cooperative for commercial, industrial and large power uses within the Cooperative's service area, subject to the Cooperative's standard service as described in section four of this Tariff, all subject to the terms of the service contract and membership application approved by the Linn County REC Board of Directors. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards.

Terms and Guidelines:

- (1) In deciding whether to offer a specific discount, the individual member-consumer's, group's, or class's situation shall be evaluated and a cost-benefit analysis shall be performed before offering the discount.
- (2) Any discount offered should be such as to significantly affect the member-consumer's or member-consumers' decision to stay on the system or to increase consumption, or to significantly affect a prospective member-consumer's decision to locate in the service territory.
- (3) The cost-benefit analysis must demonstrate that offering the discount will be more beneficial than not offering the discount and will not adversely affect the rates of other member-consumers.
- (4) The ceiling for all discounted rates shall be the approved rate on file for the member-consumer's rate class. Discounted rates shall not result in aggregate bills over the term of the agreement which are greater than the aggregate bills which would have been produced by the approved rate on file for the member-consumer's rate class.

- 
- (5) The floor for the discount rate shall be equal to the energy costs and consumer costs of serving the specific member-consumer.
  - (6) No discount shall be offered for a period longer than five years, unless the Iowa Utilities Board determines upon good cause shown that a longer period is warranted.
  - (7) Discounts will not be offered if they will encourage deterioration in the load characteristics of the member-consumer receiving the discount.
  - (8) Each applicant for flexible rates must agree to release the information required under the reporting requirements of this rate.
  - (9) Discounts for directly competing member-consumers are applicable only to the portion of the operation which is directly competing.
  - (10) All agreements made under the rate schedule shall be in writing.

The Cooperative and the member-consumer or prospective member-consumer to which flexible rates are offered shall agree on the procedure under which bills are to be calculated to provide discounts, or opportunities for discounts, from the provisions of the existing tariff. However, the discounts shall not result in bills less than identifiable energy costs and consumer costs.



---

**Rate Designation: Residential Time of Day Service; Rate Code 11**

**Residential All-Electric Time of Day Service; Rate Code 12**

Class of  
Service: Single-Phase, farm and non-farm residences.

Service Area: All areas.

Availability: Applicable for single-phase service on an optional basis, for all farm and home uses through a single meter to a member-consumer using the Cooperative's standard service as described in section four of this Tariff, all subject to the terms of the service contract and membership application approved by the Board of Directors. Total number of members served under this rate schedule is limited annually by the Board of Directors. Member-consumers choosing to discontinue service under this schedule must wait at least 12 months before returning to this schedule.

Monthly Rate:	Facility Charge	\$22.00 per month
	Energy Charge	
	Off-Peak kWh	\$0.06599 per kWh
	On-Peak kWhs	\$0.26435 per kWh

Monthly Transformer  
Charge: Transformer Charge  $\geq$  75 kVa assigned/required is \$0.11 per kVa.

Time Periods: On-Peak hours are from 4:01 p.m. through 9:00 p.m. on all days

Minimum Monthly  
Charge: The minimum monthly charge shall be the greater of the following charges as determined for the member-consumer:

1. The Facility Charge where 10 kVA or less of transformer capacity is required.
2. Whenever a transformer of greater capacity than 10 kVA is required to provide adequate service to a member-consumer, the

---

minimum monthly charge shall be a monthly service charge of \$0.75per kVA in excess of 10 kVA added to the Facility Charge.

Billing: The bill is the amount computed when applying the energy adjustment clause and the above rate to the number of kWhs consumed. Bills are rendered on or about the 3rd day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Restrictions: Demand. The maximum billing demand required shall not exceed 75 kW in any of the months of January, February, June, July, August or December.

Energy Adjustment  
Clause: See Rider No. 1

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

---

**Rate Designation: Small Commercial and Multi-Phase Time of Day Service;  
Rate Code 13**

Class of Service: Single and Multi-Phase Non-residence and Multi-Phase residences.

Service Area: All areas.

Availability: Applicable on an optional basis, for service through a single meter to all members of the Cooperative for commercial and multi-phase uses including lighting, heating and power. Service hereunder is subject to the provisions of the Cooperative Electric Service Standards. No resale of electric service is permitted. Electric service shall be provided through one meter and one point of delivery. The total number of members served under this rate schedule is limited annually by the Board of Directors. Member-consumers choosing to discontinue service under this schedule must wait at least 12 months before returning to this schedule.

Monthly Rate: Facility Charge  
Single Phase \$22.00 per month  
Three Phase \$50.00 per month

Energy Charge  
Off-peak \$0.05597 per kWh  
On-peak \$0.23149 per kWh

Monthly Transformer Charge: Transformer Charge  $\geq$  75 kVa assigned/required is \$0.11 per kVa.

Time Periods: On-Peak hours are from 4:01 p.m. through 9:00 p.m. on all days including holidays. The Off-Peak hours shall be all other times.

Minimum Monthly Charge: The minimum monthly charge shall be the greater of the following charges as determined for the member-consumer:

1. The Facility Charge where 10 kVA or less of transformer capacity is required.

2. Whenever a transformer of greater capacity than 10 kVA is required to provide adequate service to a member-consumer, the minimum monthly charge shall be a monthly service charge of \$0.75 per kVA in excess of 10 kVA added to the Facility Charge.

**Billing:** Bills are rendered on or about the 3rd day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

**Restrictions:** Demand. The maximum billing demand required shall not exceed 75 kW in any of the months of January, February, June, July, August or December.

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

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

Linn County REC  
Electric Tariff  
Filed with Iowa Utilities Board

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

Section 25 RATES  
Sheet No. 24  
Sheet No. \_\_\_\_\_

---

RESERVED FOR FUTURE USE.

---

Issued: October 20, 2019  
Issued By: Ronald O'Neil, President

Effective: November 21, 2019

---

**Rate Designation: Commercial, Industrial; Time of Day Service; Rate Code 14**

Class of Service: Single and Multi-Phase.

Service Area: All Areas.

Availability: Large Power service is available on an optional basis, to all members subject to the Cooperative's standard service as described in section four of this Tariff, within the Cooperative's service area, subject to the terms of the service contract and membership application approved by the Board of Directors. Resale of electric service is not allowed. Electric service shall be provided through a single meter. The total number of members served under this rate schedule is limited annually by the Board of Directors. Member-consumers choosing to discontinue service under this schedule must wait at least 12 months before returning to this schedule.

Monthly Rate: Facility Charge \$50.00 per month.

Demand Charge

On-Peak Demand \$16.30 per kW per month.

Off-Peak Demand \$ 7.76 per kW per month above on-peak demand.

Energy Charge \$0.03225 per kWh

Monthly Transformer

Charge: Transformer Charge  $\geq$  75 kVa assigned/required is \$0.11 per kVa.

Time Periods: On-Peak hours are from 4:01 p.m. through 9:00 p.m. on all days including holidays. The Off-Peak hours shall be all other times.

Demand: The billing demand shall be the maximum average kW demand established by the member-consumer for any period of 15 consecutive minutes during the month for which the bill is rendered.

Power Factor Adjustment: Demand charges will be adjusted to correct the maximum average kW demand lower than 90 percent. Such adjustment will be made by increasing the billing demand 1 percent for each 1 percent by which the average power factor is less than 90 percent lagging.

Minimum Monthly Charge: The minimum monthly charge shall be the highest of the following charges as determined for the member-consumer:

- (1) The minimum monthly charge specified in the contract for service.
- (2) Whenever a transformer of greater capacity than 10 kVA is required to provide adequate service to a member-consumer, the minimum monthly charge shall be a monthly service charge of \$0.75 per kVA in excess of 10 kVA added to the Facility Charge.

Billing: Bills are rendered on or about the 3rd day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Restrictions: 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.

---

2. Ownership: 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 member-consumer.

3. Primary Service. If service is furnished at primary distribution voltage, a discount of five percent shall apply to the demand and energy charges, and if the minimum charge is based on transformer capacity, a discount of five percent shall also apply to the minimum charge. However, the seller shall have the option of metering secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

4. Demand. The minimum billing demand shall not be less than 25 kW and the maximum shall not exceed 1000 kW in any of the months of January, February, June, July, August or December.

Energy Adjustment  
Clause:

See Rider No. 1

Tax:

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



**Rate Designation: Large General Service Time of Day, Interruptible Service; Rate Code 16**

Class of Service: Three Phase

Availability: Large General Service member-consumers on an optional basis for all electric uses in one establishment adjacent to an electric circuit of adequate capacity. No resale of electric service is permitted. Electric service shall be provided through one meter and one point of delivery. Member-consumers must exhibit a high monthly demand of 150 kW at least once in each calendar year but shall not exceed 2,500 kW. The total number of member-consumers served under this rate schedule is limited annually by the Board of Directors.

Monthly Rate: Facility Charge \$150.00 per month

	<u>Winter</u>	<u>Summer</u>
Firm Demand	\$14.79	\$20.83 per kW-mo.
Interruptible Demand	\$10.33	\$14.56 per kW-mo.
Excess Demand	\$25.00	\$25.00 per kW-mo.
Distribution Demand	\$ 7.00	\$ 7.00 per kW-mo.
Energy Charge	<u>Winter</u>	<u>Summer</u>
On-Peak kWhs	\$0.02836	\$0.03491 per kWh
Off-Peak kWhs	\$0.02618	\$0.02836 per kWh

Time Periods: 1. Summer shall be the calendar months of June, July and August.

2. On-Peak hours shall be from 7:00 a.m. through 8:00 p.m. CST (8 a.m. to 9:00 p.m. during daylight savings time), Monday through Friday. Off-Peak period shall be all remaining hours.

Billing Demand:

Firm Demand: The Contracted Firm Demand shall be the 15-minute maximum demand that the member-consumer will not exceed during periods of curtailment. The consumer shall designate this value for each season, a minimum of six months in advance of the effective date. The maximum allowable Contracted Firm Demand shall be established at the time service is initiated.

Interruptible Demand: The Interruptible Demand shall be calculated as the larger of:

1. 75% of the interruptible demand in the previous June, July or August,

Or

2. The distribution demand measured during any 15-minute interval in the billing month less the contracted firm demand.

Excess Demand: The Excess Demand shall be the total 15-minute demand measured during periods of curtailment in excess of the Contracted Firm Demand. The Excess Demand shall carry a minimum 6-month ratchet for each power season in which an excess occurs.

Distribution Demand: The Distribution Demand shall be the maximum average kW demand established by the member-consumer for any period of 15 consecutive minutes during the month for which the bill is rendered.

Power Factor Adjustment: Demand charges will be adjusted to correct the maximum average kW demand lower than 90 percent. Such adjustments will be made by increasing the billing demand 1 percent for each 1 percent by which the average power factor is less than 90 percent lagging.

Backup Generation: The customer must provide for backup generation equivalent to its largest Interruptible Demand in any calendar year. Generation will be located at a mutually agreeable site.

---

Energy Adjustment

Clause: See Rider No. 6.

Taxes: All applicable taxes are in addition to the rates listed above and shall be separately identified on each bill.

Billing: Bills are rendered on or about the 3rd working day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month.

An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Curtailment: Curtailment may be called for by the Cooperative or its representative anytime there is a need to reduce load for system emergencies or for peak shaving. Notice of curtailment is normally provided two hours in advance.

Restrictions: 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.

2. Ownership. 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 member-consumer.

3. Primary Service. If service is furnished at primary distribution voltage, a discount of five percent shall also apply to the minimum charge. However, the Cooperative shall have the option of metering secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kW demand.

Terms and  
Conditions:

This rate is subject to the terms and conditions established by a Service Agreement between the Cooperative and the member-consumer. The Service Agreement shall follow the form and substance of the sample contract in Attachment A of this schedule.

Primary Service:

Member-consumers receiving service at the Cooperative's standard primary distribution voltages are eligible to receive a 5% discount on the energy and billing demand portions of this rate. No discount shall apply to the Facility Charge, the Excess Demand Charges, or Reactive Charges. The Cooperative maintains the right to meter at secondary voltages adjusting for losses to reflect primary service.

**Rate Designation: AEP**

Class of Service: Any single-phase or multi-phase member-consumer with a certified, qualifying alternate energy production facility or a qualifying small hydro facility.

Service Area: All areas.

Availability: This section shall apply to any member-consumer with qualifying alternate energy production facilities or qualifying small hydro facilities as defined in Section 199-15.1, Iowa Administrative Code. Service will be accepted by the Cooperative pursuant to the provisions above and to the Cooperative's Electric Interconnection Requirements.

Rate: The member-consumer must purchase electricity on Rates 1, 2, 3, 4 or 5. Alternate energy provided by the member-consumer to the Cooperative is netted against recorded kWh provided by the utility to the member-consumer, on a monthly basis.

The Cooperative will pay \$.02618 per kWh for kWhs in excess of net for facilities with a nameplate rating up to 500 kVa. Facilities in excess of 500 kVa nameplate rating require negotiation of a purchase agreement for the balance of the facility's capacity.

Restrictions: 1. Demand Requirement. The Cooperative's Board of Directors will review AEP projects where the nameplate rating of the facility is over 500 kVa to ensure that the project or the total of all AEP projects do not adversely affect the distribution system or the members of the distribution system.

2. The AEP shall be located in the Cooperative's service territory and shall be a member of the Cooperative.

3. The AEP facility shall be for the purpose of supplying energy for the member-consumer's sole use.

---

## ALTERNATE ENERGY PURCHASE PROGRAM

Service Area: All areas.

Availability: Available to any member taking service concurrently under another rate schedule. This rate is for the purchase of energy from a qualifying alternate energy production facility as defined by Iowa Administrative Code 199-15.1 (476). Participation in this rate is voluntary. Members subscribing for this rate will be billed until they request to discontinue participation. The rate is subject to the established rules and regulations of Linn County REC.

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

The rate will allow Linn County REC members to purchase Alternate Energy in 100 kWh blocks. The blocks will be made available to members in the form of an additional fee to the member's ordinary applicable energy rate. This Alternate Energy rate will be added to the member's electric bill each month. The member bill forms will separately itemize the amount being charged to the member for participating in this rate. Members who purchase through this rate will not be guaranteed that Alternate Energy will be delivered to their premises for use; but rather their purchase will cause Alternate Energy to be purchased by Linn County REC for delivery into the CIPCO system, from which the member is served.

Subscription Requirement: Members desiring to participate in this rate will specify the average monthly amount of Alternate Energy (in 100 kWh blocks only) that they will purchase. Members may subscribe to more than one 100 kWh block. A subscription level may not exceed a member's actual or estimated minimum monthly consumption level.

---

Monthly Rate:      Alternate Energy (per 100 kWh)    \$2.00  
                         Plus Applicable Sales Tax

Rate Adjustments:    The monthly rate will be adjusted annually under the following two circumstances. First, the rate will change to reflect changes in wholesale power costs associated with this service as of January 1 of each year. Second, the monthly rate will be adjusted annually for any over- or under-recovery of renewable energy costs approved for recovery under this schedule. These adjustments will be made to the monthly rate in April 1 of each year.

Members will be notified of rate adjustments that increase the amount necessary to participate through the Cooperative's newsletter and web site 60 days prior to implementation of changes.

Billing:                Bills are rendered on or about the 3<sup>rd</sup> working day of each month and are due on or before the 25<sup>th</sup> of each month. Payments received in the office after the 25<sup>th</sup> of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25<sup>th</sup> of the month.

An additional day will be allowed for payment received at the office of the Cooperative if the 25<sup>th</sup> falls on a day when the office is not open to receive payments. Each service account shall be granted one complete forgiveness of a late payment charge per calendar year.

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

---

**Rate Designation: Security and Street Lighting; Rate Code X**

Class of Service: Security and Street Lighting

Service Area: All areas.

Availability: Security and street lights are available to all member- consumers. The Cooperative will furnish, install, and maintain the photo-electrically controlled light and reserves the right to remove it. The member-consumer agrees to a minimum of twelve monthly billings from the date of initial installation. The unit as installed remains the property of the Cooperative and may be removed upon 30 days written request by the member-consumer. Some lighting contractual agreements will necessarily be individually considered. Due to the varied applications and extent of these lighting requirements, this lighting shall be approved through contractual lighting agreements between the member-consumer and the Cooperative.

The Cooperative will replace HPS lighting requiring maintenance with equivalent light-emitting diode (LED) lighting at the Cooperative's option. A request outside of the Cooperative's security lighting replacement schedule will be honored but will require the member-consumer be charged \$100 per fixture for the accelerated replacement.

Monthly Rate: Applicable monthly charges identified in the following tables are for lamp and fixture. These charges also apply to other Cooperative-owned installations where a contribution in aid of construction has been paid in advance, resulting in comparable cost installation. When an existing wood distribution pole is not available for use with the desired lights, the member-owner shall pay the Cooperative a contribution in aid of construction at the time of installation or replacement for the full cost of the wood or non-wood pole and installation. These payments shall not be subject to refund.

These charges are subject to adjustment clauses and riders specified herein.



---

High Pressure Sodium

<u>Wattage</u>	Non-Metered <u>Rate/Mo</u>
100 HPS	\$ 6.00
250 HPS	12.00

Light-Emitting Diode (LED)

<u>Wattage</u>	Non-Metered <u>Rate/Mo</u>
100 HPS/LED equivalent	\$5.30
150 HPS/LED equivalent	6.00
250 HPS/LED equivalent	6.50

Contracts: From time to time there will be special requests from member-consumers for lighting facilities not addressed in other security/street light rates. Contracts shall be used to deal with these instances in a fair and equitable manner for the Cooperative and the member- consumer desiring lighting facilities. These rates shall also be fair in that other rate classes shall not bear the burden of costs for these security/street light(s).

Facilities: Upon member-consumer request, a standard set of Security and streetlights will be furnished and maintained at no expense to the member-consumer. The Cooperative will offer a limited selection of optional lights. The material cost of the cooperative's optional light less the cost of a standard light will be billed to the member-consumer prior to installation.

The Cooperative will provide the energy used by the non-metered lights. The member- consumer will only pay the energy charges through the existing meter for metered lights.

Requests for temporary lighting will be charged all applicable costs for installation and removal. Temporary lighting is a lighting installation where it is known the lights will be removed prior to the 12-month requirement. Lights will be billed at the applicable rate for the duration the lights are installed.

When using Cooperative installed lights a location mutually agreeable to the member-consumer and the Cooperative shall be determined in accordance with all applicable city, county, and state rules and regulations.

Disclaimer of  
Liability:

Although the Cooperative has agreed, pursuant to this tariff to provide certain maintenance for Security and Street 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.

The Cooperative will not designate, design, or assess the need for street lighting. It is assumed that when street lighting is requested from Cooperative using Cooperative standard or optional Cooperative lighting the design criteria for lighting the street has been completed and the resulting request to the Cooperative meets all applicable design and lighting standards for the government agency requesting the lights and for the municipality in which the lights will be installed.

Billing:

The Cooperative will add the monthly charges to the regular monthly statement for electric service. Bills are rendered on or about the 3rd working day of each month and are due on or before the 25th of each month. Payments received in the office after the 25th of the month will be considered late.

A late payment charge calculated as 1.5% of the current unpaid balance will be added after the 25th of the month. An additional day will be allowed for payments received at the office of the Cooperative if the 25th falls on a day when the office is not open to receive payments. Each service account shall be granted one, complete forgiveness of a late payment charge per calendar year.

Tax:

The State of Iowa Sales Tax shall be added to the total bill as determined in the above listed provisions. In the event any governmental taxing body shall impose any tax or charge of any kind based on the amount of electricity sold under this schedule,

or upon receipts from such sales, the Cooperative will add the amount of such tax or charge to the billing.

---

### Energy Adjustment Clause - Rider No. 1

Applicable to Rates - Except: Heat Plus, Rate Code 08; Large Power Service, Rate Code 05; Large General Service Time of Day, Interruptible Service, Rate Code 16

The energy adjustment clause shall provide for change of the price per kilowatt hour consumed to equal the average cost per kilowatt hour delivered by the utility's system. Prior to each billing cycle the Cooperative shall determine the adjustment amount to be charged for each energy unit consumed under rates set forth by the Iowa Utilities Board. The calculation shall be:

$$EO = \frac{C2 + C3 + C4}{Q2 + Q3 + Q4} + \frac{A2}{J2 + J3 + J4} - B$$

EO is the energy cost adjustment to be used in the next customer billing cycle rounded on a consistent basis to the nearest \$0.0001/kWh. For deliveries at voltages higher than secondary line voltages, appropriate factors should be applied to the energy cost adjustment to recognize the lower losses associated with these deliveries.

C2, C3, and C4, are the charges by the wholesale suppliers as recorded in account 555 of the Uniform System of Accounts for the first three of the four months prior to the month in which EO will be used.

Q2, Q3, and Q4, is the total electric energy delivered by the utility system during each of the months in which the expenses C2, C3, and C4, were incurred.

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

A2 is the end of the month energy cost adjustment account balance for the month of consumption J2. This would be the most recent month's balance available from actual accounting data.

J2, J3, and J4, is the electric energy consumed in the months corresponding to C2, C3, and C4.

$$B = \frac{\text{*Test Year Power Cost}}{\text{*Test Year kWh Sold}}$$

$$B = \frac{\$26822586}{382838802} = \$0.07006$$

\*Test year base information—pro forma Test Year 2020.

---

### Energy Adjustment Clause - Rider No. 4

Applicable to Large Power Service; Rate Code 05:

The four purchased power components in Rate Code 05 and their base costs included in the base rates of the Cooperatives rate schedule are listed below:

(B1)= Peak Ratchet Demand (6 month)	\$7.81/kW*
(B2)= Monthly Coincident Demand (12 month)	\$7.80/kW*
(B3)= Energy – On Peak	\$0.0306/kWh*
(B4)= Energy – Off Peak	\$0.0306/kWh*

The energy adjustment clause shall provide for the changing of the four purchased power components whenever the cost for these components is adjusted by the power supplier. Prior to each billing cycle the Cooperative shall determine the adjustment amount to be charged for each energy unit consumed. Calculations are as follows:

#### PEAK RATCHET DEMAND:

(Purchase Peak Demand Cost \$/kW - B1) = EO1 (\$/kW)

#### COINCIDENT MONTHLY DEMAND:

(Purchase Monthly Demand Cost \$/kW - B2) = EO2 (\$/kW)

#### ENERGY:

On Peak

(Purchase Energy Cost/kWh Sold) – B3 = EO3 (\$/kWh)

Off Peak

(Purchase Energy Cost/kWh Sold) - B4 = EO4 (\$/kWh)

The energy cost adjustment (EO1 - EO4) for each component will be determined from the current month wholesale power bill and applied to the Cooperative's current month billing, rounded on a consistent basis to the nearest \$0.01/kW and \$0.0001/kWh.

\* Test year base information - pro forma Test Year 2020.

## Energy Adjustment Clause - Rider No. 5

Applicable to Rates for Heat Plus Service:

The energy adjustment clause shall provide for potential changes in the wholesale rate the Cooperative is charged for qualifying purchases of Heat Plus Service. Following any change in its wholesale power supplier's rates, the Cooperative shall determine the adjustment amount, if any, to be charged for each energy unit consumed under the Heat Plus rate set forth by the Iowa Utilities Board. The calculation shall be:

$$EAC = CR - BR$$

EAC is the energy cost adjustment to be used and will be rounded on a consistent basis to the nearest \$0.0001 per kWh.

CR is the Current wholesale rate charged by the Cooperative's power supplier applicable to qualifying Heat Plus energy (kWh) sales.

BR is the Base wholesale rate charged by the Cooperative's power supplier applicable to qualifying Heat Plus energy (kWh) sales. **The base wholesale rate as determined for the pro forma Test Year 2020 is \$0.0400 per kWh.**

## Energy Adjustment Clause - Rider No. 6

Applicable to Large Power Time of Day Interruptible Service; Rate Code 16:

As of the Test Year, the Cooperative purchases capacity and energy for the Large Power Time of Day Interruptible Service class under its wholesale power supplier's Rate Schedule A-2. This energy adjustment clause shall correspond to any change in purchased power costs that the Cooperative is subjected to by its power supplier. Immediately following any change in its corresponding purchased power costs, the Cooperative shall determine the adjustment amount, if any, to be charged for each demand and energy unit consumed under the rates set forth.

The energy cost adjustment base rates are determined, from the power supplier's Rate Schedule A-2, for the adjusted **pro forma Test Year 2020**, to be:

	<u>Winter</u>	<u>Summer</u>
Base Demand Charges		
Contract Firm	\$14.14/kW	\$20.81/kW
Interruptible	\$ 9.88/kW	\$14.04/kW
Base Energy Charges		
On-Peak	\$0.02712/kWh	\$0.03337/kWh
Off-Peak	\$0.02503/kWh	\$0.02712/kWh

To calculate the EAC, the current rates the Cooperative pays for these purchases will be compared against the base rates as identified above, with the increase/(decrease) as determined on a per unit basis, rounded on a consistent basis to the nearest \$0.01/kW and \$0.0001/kWh. The components will be calculated separately, totaled and shown as one amount on the member-consumer's bill as the EAC.

Unless the power supplier changes its methodology for charging the Cooperative for these purchases, the calculation will not separately adjust for line loss, as such are included in determining the rate charged by the power supplier. However, for deliveries at voltages higher than secondary line voltages, appropriate factors will be applied to the adjustment to recognize lower line losses associated with such deliveries.

---

### **Government Authority Adjustment Clause - Rider No. 7**

Applicable to All Electric Rates:

The government authority adjustment clause shall be applicable if a governmental unit (state, county, municipal, township, special district or unit designated as a unit of local government by law) requests transmission service be constructed in a non-standard installation. "Non-standard installation" refers to underground transmission installation and/or additional requests regarding transmission construction which exceed the cooperative's generation and transmission organization, Central Iowa Power Cooperative's (CIPCO), average cost of installation. If CIPCO bills the cooperative the difference in the cost of a non-standard and standard transmission line build, those costs will be charged to all cooperative accounts that purchase electricity within the boundaries of the governmental unit and within the cooperative's service territory on a per kilowatt-hour (kWh) basis until the cost is fully recovered by the cooperative.

The charges due under this provision will be determined as follows:

$$L = \frac{ACR}{S}$$

L= Government Authority Adjustment Charge per kWh: The amount in dollars per kWh the nearest \$.0001 to be charged for each kWh in any monthly billing period during the year due to the costs of the underground facilities compelled by the governmental unit directly or indirectly.

ACR= Annual Cost Recovery is determined by the cumulative compliance costs as charged by CIPCO for the governmental unit times an annual capital recovery rate based upon the interest rate secured for financing the cost over the remaining term of the existing franchise agreement not to exceed 10 years plus an annual one percent administration fee. The Recovery charge will be trued up on an annual basis.

S= Estimated kWh sales will be determined by taking the prior year energy sales for the within the boundaries of the governmental unit times the anticipated annual growth percentage from the cooperative's load forecast and shall:

- Include the governmental unit in its capacity as a member; and
- Exclude any Cooperative facilities located with the boundaries of the Governmental unit.



---

**PRICE ADJUSTMENT CLAUSE: Electric Tax/Franchise Fee Adjustment – Rider No. 8**

Applicable to All Other Electric Rates:

When any franchise, occupation, sales, license, excise, privilege or similar tax or fee of any kind is imposed upon the Company 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 Company therefrom, or when the Company 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 rata basis to all customers receiving electric service from the Company 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.

**CURRENT APPLICABLE REQUIREMENTS:**

**Iowa Sales Tax:**

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

**Local Option Sales Tax:**

Where a local option tax, as set forth in Sections 423B.1 and 423B.5 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, unless exempted under the provisions of Section 423.3 Iowa Code, and regulations applicable thereto or where such billings are subject to a franchise or user fee and therefore exempt.

**Franchise Requirements:**

**Cedar Rapids:** A surcharge of 3% shall be applied to the gross receipts from the sale of electricity to member-consumers within the limits of the City of Cedar Rapids, as required by Ordinance No. 075-13, authorized December 17, 2013 and amended July1, 2016.

**Central City:** A surcharge of 5% shall be applied to the gross receipts from the sale of electricity to member-consumers within the limits of the City of Central City, as required by Ordinance No. 04102013, authorized April 10, 2013.

---

Center Point: A surcharge of 3% shall be applied to the gross receipts from the sale of electricity to member-consumers within the limits of the City of Center Point, as required by Ordinance No. 452, authorized September 9, 2014 and amended May 28, 2019.

Coralville: A surcharge of 1% shall be applied to the gross receipts from the sale of electricity to member-consumers within the limits of the City of Coralville, as required by Ordinance No. 2010-1009, authorized May 29, 2010.

Hiawatha: A surcharge of 3% shall be applied to the gross receipts from the sale of electricity to member-consumers within the limits of the City of Hiawatha, as required by Ordinance No. 863, authorized May 18, 2016.

Ely: A surcharge of 1% shall be applied to the gross receipts from the sale of electricity to member-consumers within the limits of the City of Ely, as required by Ordinance No. 267, authorized April 04, 2018.

Marion: A surcharge of 4% shall be applied to the gross receipts from the sale of electricity to member-consumers within the limits of the City of Marion, as required by Ordinance No. 114.17, authorized May 16, 2019.