

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Table of Contents
Sheet No. 1
Sheet No. _____

Section 1 STATEMENT OF OPERATIONS	5
1.1 Preliminary Statement (20.2(4) b)	5
1.2 Principal Officers and Directors (20.2(5) k)	5
1.3 Areas Served (20.2(4) h).....	5
1.4 Persons Authorized to Communicate with Board (20.2 (5) k).....	5
Section 2 DEFINITIONS	7
2.1 Cooperative.....	7
2.2 Applicant.....	7
2.3 Member	7
2.4 Board.....	7
2.5 Premises.....	7
Section 3 REQUIREMENTS FOR SERVICE (20.2(3)) & (20.2 (4) o).....	8
3.1 Application	8
3.2 Membership	8
3.3 Member Deposits (20.4(3); Iowa Code 476.20)	8
3.4 Right-of-Way.....	10
Section 4 CHARACTERISTICS OF SERVICE (20.2(4) d) & (20.7).....	11
4.1 Standard	11
4.2 Character	11
4.3 Classes.....	11
4.4 Primary Voltage Services	11
Section 5 FACILITY EXTENSIONS (20.2(4) k) & (20.2(4) w) & (20.3(13))	12
5.1 Availability	12
5.2 Charges Associated with Line Extensions and Service Line Extensions	12
5.3 Other Line Extension and Service Line Extension Provisions	16
5.4 New Facilities – Platted Areas.....	17
Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE (20.4(15))	19
6.1 Electric Service Disconnections Prohibited (20.4(17))	19
6.2 Electric Service Refusal or Disconnection (20.4(15))	19
6.3 Insufficient Reasons for Denying Electric Service. (20.4(16))	24
6.4 Prior Indebtedness	24
6.5 Resale of Energy.....	25
6.6 Member Rights and Responsibilities to Avoid Disconnection (20.4(15) h3).....	25
Section 7 METER INSTALLATIONS (20.2(4) m)	29
7.1 Ownership	29
7.2 Types of Meter Loop Installations.....	30
7.3 Temporary Meter Loops (Construction Sites).....	31
7.4 Primary Metering.....	31
7.5 Meter Seals	31
Section 8 UNDERGROUND ELECTRIC FACILITIES (20.2(4) n)	32
8.1 Ownership and/or Contributions	32
8.2 Specifications	32

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels ____

Table of Contents
Sheet No. 2
Sheet No. ____

8.3 New Underground Facilities – Platted Areas	32
8.4 New Underground Facilities to Single Service.....	32
8.5 Replace Existing Facilities with Underground Facilities	33
Section 9 WIRING STANDARDS (20.2(4) 1)	34
9.1 Cooperative’s Requirements	34
9.2 Iowa Electrician’s Licensing and Inspection Program Requirements	34
9.3 Member’s Responsibility	35
Section 10 METER READING	36
Section 11 BILLING PROCEDURE (20.4(12)) & (20.2(4) v)	37
11.1 Type of Billing.....	37
11.2 Billing Period (20.3(6))	37
11.3 Due Date	37
11.4 Failure to Receive Bill	38
11.5 Level Payment Plan (20.4(12))	38
11.6 Parties Responsible for Payment	39
11.7 Billing Information	39
Section 12 COLLECTIONS (20.2(4) p)	41
12.1 Procedure.....	41
12.2 Returned Checks, Drafts or Orders.....	43
12.3 Reconnection Charge Resulting From Nonpayment of Energy Account	43
Section 13 METER TESTING (20.6).....	44
13.1 Routine Testing	44
13.2 Request Test.....	44
13.3 Adjustments of Bills (20.4 (14)).....	45
13.4 Grounds on Member’s Premises (20.2(4) u).....	47
13.5 Special Metering Installation	48
Section 14 UNCOLLECTED ACCOUNTS (20.2(4) p)	49
14.1 Service Reconnection	49
14.2 Collection Agency.....	49
14.3 Right of Off-Set	49
Section 15 TEMPORARY DISCONNECTS.....	50
15.1 Definitions.....	50
15.2 Availability	50
15.3 Iowa Electrician’s Licensing and Inspection Program Requirements	50
15.4 Charges	50
Section 16 IDLE SERVICES	51
16.1 Definitions.....	51
16.2 Charges	51
16.3 Rebuilding	51
Section 17 SERVICE CALLS.....	52
17.1 Cooperative’s Responsibility	52

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels ____

Table of Contents
Sheet No. 3
Sheet No. ____

17.2 Member's Responsibility	52
17.3 Charges	52
Section 18 RELOCATION OF FACILITIES	53
18.1 Cooperative's Facilities	53
18.2 Member's Facilities	53
18.3 Moving of Buildings	53
Section 19 USE OF COOPERATIVE'S FACILITIES BY MEMBER-CONSUMER AND OTHERS.....	54
19.1 Cooperative Facilities	54
19.2 Meter Pole	54
19.3 Poles Owned by Cooperative Other Than Meter Poles	54
19.4 Non-Liability of Cooperative	54
Section 20 DAMAGE TO COOPERATIVE'S FACILITIES.....	55
20.1 Member's Responsibility	55
20.2 Protection of Cooperative's Facilities on Member's Premises	55
Section 21 LIGHTING SERVICE.....	56
21.1 Definitions.....	56
21.2 Availability	56
21.3 Maintenance of Outdoor Lighting Equipment	56
21.4 Charges	57
21.5 Member-Consumer Permission.....	57
21.6 Disclaimer of Liability/Limitation of Liability	57
Section 22 SPECIAL CONDITIONS OF SERVICE.....	58
22.1 Corrective Equipment.....	58
22.2 Arc Welding Installations	58
22.3 Requirements for Electric Motors	58
22.4 Standby Generators	59
22.5 New Structure Energy Conservation Standards (36.7).....	59
22.6 Off-Peak Controls.....	60
Section 23 COMPLAINTS (20.2(4) y)	61
23.1 Member Complaints	61
23.2 Records	61
Section 24 INSPECTION OF ELECTRICAL PLANT (25.3)	62
24.1 Periodic Inspection	62
24.2 Inspection forms	62
24.3 Filing.....	62
24.4 Construction and Maintenance.....	62
Section 25 COGENERATION AND SMALL POWER PRODUCTION.....	63
25.1 Availability	63
25.2 Definitions.....	63
25.3 Requirements for Interconnection	64
25.4 Rates for Purchased Power	67

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Table of Contents
Sheet No. 4
Sheet No. _____

Section 26 ELECTRIC TAX ADJUSTMENT RIDER #1	69
Section 27 FORMS AND CONTRACTS (20.2(4) e, f, g)	70
Section 28 Alternate Energy Purchase Program	71
Section 29 PRICES.....	73
29.1 Single-Phase General Service (1, 10, 40).....	73
29.2 All Electric (2)	74
29.3 Retail Designation - Idle Service (3)	75
29.4 Retail Designation - DG Rate Rider less than 40 kW (4).....	76
29.5 Retail Designation - DG Rate Rider 40 kW and Larger (5).....	79
29.6 Retail Designation - Multi-Phase General Service (12)	82
29.7 Retail Designation - Large Power (15)	83
29.8 Retail Designation - Grain Milling (16).....	84
29.9 Retail Designation - Kinder Morgan (22)	85
29.10 Retail Designation - Peak Alert (25)	87
29.11 Retail Designation - Small Commercial (28).....	89
29.12 Electric Tariff City of Lawler - Wholesale Rate (30).....	90
29.13 Retail Designation - Street Lighting Service (50).....	93
29.14 Retail Designation - Electric Heat (101, 103, 105)	94
29.15 Retail Designation - Interruptible Dual Fuel Heating and Cooling (111,113,116,211).....	95

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 1 STATEMENT OF OPERATIONS
_____ Revised _____
Cancels _____
Sheet No. 5
Sheet No. _____

RULES AND REGULATIONS

These rules and regulations are designed to govern the supplying and receiving of electrical energy for good service, safety and the well-being of the member 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)

MiEnergy Cooperative of Rushford, Minnesota, is a Cooperative corporation organized under the provisions of Chapter 308A, Code of Minnesota.

The Cooperative provides electric distribution service to approximately 5,450 members in Allamakee, Chickasaw, Fayette, Howard, Mitchell, and Winneshiek counties, Iowa. Membership is available to all persons within the assigned service area of the Cooperative on a nondiscriminatory basis. Each member has one vote and the affairs of the Cooperative are conducted by a Board of Directors who are elected from among the members by the members.

The principal office of the Cooperative is in Rushford, Minnesota, and all records are retained at this office.

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

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

1.3 Areas Served (20.2(4) h)

Rural areas in Allamakee, Chickasaw, Fayette, Howard, Mitchell, and Winneshiek counties, Iowa

Inside Corporate Limits of Jackson Junction, Decorah, Lawler, Cresco, and New Hampton, Iowa

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

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative

Section 1 STATEMENT OF OPERATIONS

Electric Tariff

_____ Revised

Sheet No. 6

Filed with Iowa Utilities Board

Cancels _____

Sheet No. _____

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. CEO
2. Member Relations
3. Engineering Operations
4. Meter Tests and Repairs
5. Emergencies During Non-Office Hours
6. Franchises for Electric Lines
7. Certificates for Electric Generating Plants

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 2 DEFINITIONS
Sheet No. 7
Sheet No. _____

Section 2 DEFINITIONS

2.1 Cooperative

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

2.2 Applicant

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

2.3 Member

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

2.4 Board

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

2.5 Premises

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 3 REQUIREMENTS FOR SERVICE
_____ Revised
Cancels _____
Sheet No. 8
Sheet No. _____

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

3.1 Application

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

3.2 Membership

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

3.3 Member Deposits (20.4(3); Iowa Code 476.20)

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

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

3.3.1 Amount of Deposit (20.4(3) d)

The total deposit for any residential or commercial member for a premise which has previously received service shall not be greater than the highest billing of service for one month for the premise in the previous 12-month period. The deposit for any residential or commercial member for a premise which has not previously received service, or for an industrial member, shall be the member's projected one-month usage for the premise 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 3 REQUIREMENTS FOR SERVICE
_____ Revised _____
Cancels _____
Sheet No. 9
Sheet No. _____

3.3.2 Interest on Deposit (20.4(4))

Interest shall be paid by the Cooperative to each member 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's account or to the date the member'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's last known address. The date a member'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 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). For refund purposes the account shall be reviewed for prompt payment after twelve months of service following the making of the deposit and for each twelve-month interval terminating on the anniversary of the deposit. However, surety deposits or guarantees may be retained until final billing. Any deposit plus accumulated interest, less any unpaid utility bill of member, 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 when a deposit has been refunded or is found to be inadequate. Written notice shall be mailed advising the member of any new or additional deposit requirement. The member 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 3 REQUIREMENTS FOR SERVICE
_____ Revised _____
Cancels _____
Sheet No. 10
Sheet No. _____

3.3.6 Non-Compliance

The service of any member 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 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 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 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 4 CHARACTERISTICS OF SERVICE
_____ Revised
Cancels _____

Sheet No. 11
Sheet No. _____

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 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's equipment.

4.3 Classes

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

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

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

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

4.4 Primary Voltage Services

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 5 SERVICE EXTENSIONS

Sheet No. 12
Sheet No. _____

Section 5 FACILITY EXTENSIONS (20.2(4) k) & (20.2(4) w) & (20.3(13))

5.1 Availability

This Cooperative accepts the principle of complete area coverage in making electric service available to anyone within its assigned area. The restrictions are the limitations of feasibility established by policies and procedures of the Cooperative and RUS standards and by the Iowa Utilities Board Rules and Regulations. In addition, a member 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 members on an area coverage basis, without regard to race, color, religion, sex, age, national origin or disability. The Cooperative will determine the price classification for each service.

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

5.2 Charges Associated with Line Extensions and Service Line Extensions

5.2.1 Definitions

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

1. Contribution in aid of construction means a nonrefundable cash payment covering the costs of an extension that are in excess of Cooperative funded allowances.
2. Estimated base revenues will be calculated by subtracting the Cooperatives purchase power costs from the estimated annual revenues.
3. Estimated construction costs will be calculated using the previous calendar year's average construction cost per foot for each type of extension plus site specific right of way costs. The costs for facilities built for the convenience of the Cooperative are not included. These costs will be adjusted annually.
4. Extension means a distribution or secondary line extension other than a service line extension.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 5 SERVICE EXTENSIONS

Sheet No. 13
Sheet No. _____

-
5. Service line extension means any secondary line extension on private property serving a single meter.
 6. Permanent service is defined as any service that is intended to remain in place on a continuing basis. A mobile home, which has had the undercarriage removed, been set on a permanent foundation, and has the license removed and returned to the state, becomes a part of the real estate and will be classified as a permanent residence.
 7. The point of delivery on overhead construction is defined as the end of the service drop where it is attached to the structure on which the meter is located. The point of delivery on underground construction is the point of attachment to the meter socket.
 8. Temporary service refers to any service that is not intended to remain in place on a continuing basis. Temporary service will be extended according to the terms and conditions imposed by the Cooperative.

5.2.2 Permanent Service

A. Distribution or Secondary Line Extension Other Than a Service Line Extension

1. Plant addition. The Cooperative will provide all electric plant at its cost and expense without requiring an advance for construction, except in those circumstances where extensive plant additions (see guidelines below) are required before the member can be served, or where the member will not attach within the agreed upon attachment period. In such instances, the Cooperative will require a contribution in aid of construction (nonrefundable) from the member 30 days prior to the commencement of construction.

B. Service Line Extension

1. Residential Service Line Extension

- a. The Cooperative will finance and construct overhead service line extensions of good engineering design where the total cost of the extension does not exceed \$3,000.
- b. When the extension exceeds the above conditions, the member will be required to provide a contribution in aid of construction (nonrefundable) before the commencement of construction. The amount of the contribution in aid of construction will be equal to the estimated cost of construction less \$3,000.
- c. If the service capacity exceeds 400 amps, the applicant shall provide the secondary service wire (open trench and conduit for underground)

2. Non-Residential Service Line Extension

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 5 SERVICE EXTENSIONS
Sheet No. 14
Sheet No. _____

- a. The Cooperative will finance and construct underground service line extension where the total cost of the extension does not exceed \$3,000.
- b. When the extension exceeds the above conditions, the member will be required to provide a contribution in aid of construction (nonrefundable) before the commencement of construction. The amount of the contribution in aid of construction will be equal to the estimated cost of construction less \$3,000.
- c. If the service capacity exceeds 400 amps, the applicant shall provide the secondary service wire (open trench and conduit for underground)
- d. If the estimated construction exceeds \$10,000 for a single-phase extension or \$20,000 for a three-phase extension, the cooperative may do a separate cost benefit evaluation of the line extension cost and revenue to develop an extension charge it deems appropriate.

5.2.3 Temporary Service

Where, in the opinion of the Cooperative, circumstances indicate that service may be temporary; the Cooperative may supply temporary electric service provided the applicant will make an advance cash construction payment equal to the estimated labor and overhead costs of installing and removing the service, plus non-salvageable materials. Electricity consumed will be metered and billed at the regular applicable price schedule. The Cooperative may require a deposit intended to guarantee payment of bills for service in addition to the construction advance. When service is removed, any advance in excess of actual costs will be refunded. Upon notification by the applicant, the temporary service will be removed and the permanent service installed. The trench for the underground conductor must be complete, and the grade along the underground route and meter location must be within 6 inches of the final grade. The meter socket and related connections must be located in their final permanent location. Any subsequent trips made by the Cooperative to make the connection permanent may be charged a trip fee.

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 5 SERVICE EXTENSIONS

Sheet No. 15
Sheet No. _____

5.2.5 Extension Other Than Cooperative Design

The Cooperative reserves the exclusive right to determine the route, design, and method of construction as it deems appropriate and necessary. If the applicant desires an alternate method or route of construction, for whatever reason, the applicant shall pay all the additional costs associated with the alternative and only if it is accepted by the Cooperative as a feasible method of installation. If the Cooperative selects a route or method of construction in order to make other improvements to its facilities or operations, the applicant shall not be responsible for those costs. In all cases, the Cooperative shall have the final determination of how and where the distribution facilities will be constructed. 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 members.

5.2.6 Right-of-Way

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

5.2.7 Moving of Cooperative Facilities

If the Cooperative is asked to move any of its conductors 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. If it is necessary that the facilities must be placed in public road right-of-way, the applicant may be required to pay an additional charge to reflect the potential of future relocation requirements.

5.2.8 Excess Facilities

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 5 SERVICE EXTENSIONS

Sheet No. 16
Sheet No. _____

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

5.3 Other Line Extension and Service Line Extension Provisions

5.3.1 Notification by Member

Before service will be provided to a premise not currently receiving service, the Cooperative must be notified and an application for service must be completed and approved.

5.3.2 Space Requirement

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

5.3.3 Transformer Size

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

5.3.4 Electric Energy Sales Estimate

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

5.3.5 New Structure Energy Conservation Standards

See Section 22.5

5.3.6 Billing

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 5 SERVICE EXTENSIONS

Sheet No. 17
Sheet No. _____

Billing of the basic service charge will begin at the time the service transformer can be energized regardless if the meter has been installed or the applicant does not require electricity.

5.3.7 Damage Liability

The Cooperative disclaims any and all liability for damage to the applicant's crops, trees, shrubs, fences, sidewalks, driveways, or other obstructions incident to the installation, maintenance or repair of the facilities if such damage was not caused by its own negligence.

5.3.8 Estimated Construction Schedule

At the time pre-construction requirements are met, the applicant shall indicate if the project shall proceed, and the Cooperative shall indicate an estimated construction schedule. This estimated schedule is subject to revision due to unforeseen circumstances such as inclement weather, line repairs and maintenance work to restore power, equipment breakdown, unavailability of materials, or construction obstacles that delay progress. If the project does not proceed within 12 months, the applicant will be required to reapply under the New Service Line Extension policy in effect at that time.

5.4 New Facilities – Platted Areas

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

5.4.1 Easements

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

5.4.2 Grade

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 5 SERVICE EXTENSIONS

Sheet No. 18
Sheet No. _____

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

5.4.3 Advance for Construction Cost (refundable)

Refer to Section 5.2 of this tariff.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
_____ Revised _____
Cancels _____
Sheet No. 19
Sheet No. _____

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 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:

- a. In the event of a condition on the member's premises determined by the utility to be hazardous.
- b. In the event of member 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, 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 to furnish the service equipment, permits, certificates, or rights-of-way which are specified to be furnished, in the

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
____ Revised _____
Cancels _____
Sheet No. 20
Sheet No. _____

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

- 3. **Summary of Member Rights and Responsibilities.** A copy of the Summary Rights and Responsibilities required to be provided to the member 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 responsible for payment for service to the residence to inform the member of the pending disconnection and the member's rights and responsibilities. During the period from November 1 through April 1, if the attempt at member contact fails, the premises shall be posted at least one day prior to disconnection with a notice informing the member of the pending

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
____ Revised
Cancels _____
Sheet No. 21
Sheet No. _____

disconnection and rights and responsibilities available to avoid disconnection.

If an attempt at personal or telephone contact of a member occupying a rental unit has been unsuccessful, the landlord of the rental unit, if known, shall be contacted to determine if the member is still in occupancy and, if so, the member'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, 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 has received notice of disconnection and has a dispute concerning a bill for electric utility service, the Cooperative may require the member 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 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 files a written complaint with the board in compliance with 199—Chapter 6.
6. **Special circumstances.** Disconnection of a residential member 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 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 that day. If a disconnected member makes payment or other arrangements after 7 p.m., all reasonable efforts shall be made to reconnect electric service for the member 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
____ Revised _____
Cancels _____
Sheet No. 22
Sheet No. _____

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 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 members 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 members, it may publish the notice in a member newsletter in lieu of mailing. If the Cooperative is serving fewer than 6,000 members 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 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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
____ Revised _____
Cancels _____
Sheet No. 23
Sheet No. _____

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 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 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'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 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 who is subject to disconnection for nonpayment of an electric bill, and who has electric consumption which appears to the member 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
____ Revised
Cancels _____

Sheet No. 24
Sheet No. _____

- f. The Cooperative may disconnect electric service without the written 12-day notice for failure of the member 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:

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

6.4 Prior Indebtedness

Cooperative shall not be required to commence supplying electric service to a member if such member, or the member'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, service will not be reconnected at said premise in the name of the member 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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
_____ Revised _____
Cancels _____
Sheet No. 25
Sheet No. _____

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. A member 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 is resold without the written consent of the Cooperative, service may be disconnected upon notice to the member. If service is disconnected for this cause, the reconnection charge set forth in Subsection 12.3 shall apply.

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

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

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

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

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

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
____ Revised
Cancels _____

Sheet No. 26
Sheet No. _____

c. If you do not make the payments you promise, MiEnergy Cooperative may shut off your utility service on one day's notice unless all the money you owe MiEnergy Cooperative 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:

Winneshiek County – 563-382-8436, 305 Montgomery St, Decorah, IA 52101

Howard County – 563-547-4413, 204 2nd Ave E, Cresco, IA 52136

Chickasaw County – 641-394-2007, 910 E Main, New Hampton, IA 50659; or

b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319; telephone (515) 281-0859. To prevent disconnection, you must contact MiEnergy Cooperative prior to disconnection of your service.

c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify MiEnergy Cooperative that you may be eligible and have applied for energy assistance. Once your service has been disconnected, it will not be reconnected based on approval for energy assistance.

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

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

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

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
____ Revised
Cancels _____

Sheet No. 27
Sheet No. _____

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

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

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

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

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

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE
_____ Revised
Cancels _____

Sheet No. 28
Sheet No. _____

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

9. Is there any other help available besides MiEnergy Cooperative?

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 7 METER INSTALLATIONS
Sheet No. 29
Sheet No. _____

Section 7 METER INSTALLATIONS (20.2(4) m)

7.1 Ownership

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

7.1.1 Meter Location

The Cooperative will normally furnish a single meter at the point of connection to the member's premises at a location designated by the Cooperative. Any member 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. If the member or agent alters the building or anything else that in any way causes the meter to no longer be located outside the building, or accessible, 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 7 METER INSTALLATIONS
Sheet No. 30
Sheet No. _____

Exceptions:

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

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

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

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

Specific Requirements

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

7.2 Types of Meter Loop Installations

The following are a number of approved installations:

7.2.1 Self-Contained Metering

For loads not in excess of 320 amperes, the Member-Consumer will furnish the socket, meter loop, and provide the necessary accessories for secondary metering.

7.2.2 Meter Loop Construction

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 7 METER INSTALLATIONS

Sheet No. 31
Sheet No. _____

The meter loop shall be provided by the Member-consumer according to Cooperative specifications. The Cooperative will supply the meter loop and socket on CT rated installations.

7.2.3 Current Transformer Installation

The Cooperative will furnish and install current transformer metering on loads in excess of 320 amperes or at its determination of need for secondary service.

7.3 Temporary Meter Loops (Construction Sites)

The Applicant will furnish and install a temporary meter loop and the Cooperative will install a temporary meter to provide electric service for construction until a permanent meter loop is installed. This service will be provided for a maximum of twelve months. The charges for such temporary service and installation to the member shall be at the applicable rates based on the rate classification determined by the Cooperative, which is in addition to the usual and normal requirements of membership and the payment for electrical energy at the regularly scheduled rates.

7.4 Primary Metering

The Cooperative will furnish and install primary metering when it is mutually advantageous to both parties to use this type of metering and the load warrants such metering in accord with good engineering design and practice. See Section 29.7 for details.

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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 8 UNDERGROUND ELECTRIC FACILITIES
_____ Revised
Cancels _____

Sheet No. 32
Sheet No. _____

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

8.1 Ownership and/or Contributions

The applicant shall consult with the Cooperative prior to the planning of any underground service installation. If the applicant desires new underground service, it will be provided in a situation that the Cooperative determines to be reasonable and feasible. Any new underground service shall follow policies as stated in section 5 of this tariff. An agent of the Cooperative shall install the underground service.

8.2 Specifications

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

8.2.1 Self-Contained Metering

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

8.2.2 Current Transformer Metering

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

8.3 New Underground Facilities – Platted Areas

Refer to Section 5.4 of this tariff

8.4 New Underground Facilities to Single Service

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 8 UNDERGROUND ELECTRIC FACILITIES
_____ Revised
Cancels _____

Sheet No. 33
Sheet No. _____

8.5 Replace Existing Facilities with Underground Facilities

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

The member will make an additional payment equal to the cost of the underground facility to be installed. The proposed installation will be done at such time that will not unreasonably interfere with the service to other members and the payment made in advance of the construction.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 9 WIRING STANDARDS
Sheet No. 34
Sheet No. _____

Section 9 WIRING STANDARDS (20.2(4) 1)

9.1 Cooperative's Requirements

9.1.1 Wiring Specifications

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

9.1.2 Inspections

The Cooperative will require inspection to be made, prior to connection, of a new service. This is to determine that the applicant's wiring is in compliance with the latest edition of the "National Electrical Code" and any other applicable codes or regulations. The member shall be responsible for having this inspection performed and any costs associated with said inspection. In lieu of an inspection by the Cooperative, the Cooperative may accept or require evidence of an inspection by the State or other local inspection authority.

Any new meter loop and service entrance shall be inspected by authorized personnel of the Cooperative before the service is energized or relocated. If said meter loop and service entrance does not meet with the wiring specification of the Cooperative, it will not be energized until necessary changes have been made by member or other responsible party.

9.2 Iowa Electrician's Licensing and Inspection Program Requirements

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 9 WIRING STANDARDS
Sheet No. 35
Sheet No. _____

9.3 Member's Responsibility

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 10 METER READING
Sheet No. 36
Sheet No. _____

Section 10 METER READING

The members' meters shall be read each month by a representative of the Cooperative or by an automatic meter reading (AMR) device. Meters normally shall be read on or about the 1st day of the month. If the AMR device fails to retrieve a meter reading the Member may be required to provide a meter reading on their bill.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 11 BILLING PROCEDURE

Sheet No. 37

Sheet No. _____

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

11.1 Type of Billing

A bill for electric service will be provided to each member each month showing the present and previous meter readings, kWh consumed, energy charge, energy cost adjustment factor, previous balance, sales tax, late payment charge and the member's name and location.

11.2 Billing Period (20.3(6))

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

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

11.3 Due Date

Bills are rendered on or about the 10th day of each month and are due and payable immediately. The bill becomes delinquent after twenty days and a late payment charge will be applied. If the 20th day is a Saturday, Sunday or legal holiday, an additional working day will be allowed without a late payment charge. If payment is made by check or other negotiable instrument where the funds are not immediately available, the Cooperative shall have the discretion to deem the payment as not being made until the negotiable instrument has been honored by the financial institution upon which the instrument is drawn.

11.3.1 Bill

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

11.3.2 Late Payment Charge (20.4(12))

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 11 BILLING PROCEDURE

Sheet No. 38
Sheet No. _____

An additional day will be allowed for payments made at the office of the Cooperative if the 1st falls on a day when the office is not open to receive payments.

11.3.3 Forgiveness of One Late Payment (20.4(12))

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

11.3.4 Change of Date of Delinquency (20.4(12))

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

11.4 Failure to Receive Bill

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

11.5 Level Payment Plan (20.4(12))

The Cooperative will permit a level payment plan to all residential 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 when the member initially requests service.
2. Allow for entry into the level payment plan anytime during the calendar year.
3. Provide that a member 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 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 for six months after the member has terminated from a level payment plan.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 11 BILLING PROCEDURE
Sheet No. 39
Sheet No. _____

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

The member 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.

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

11.6 Parties Responsible for Payment

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

11.7 Billing Information

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative

Electric Tariff

Filed with Iowa Utilities Board

_____ Revised

Cancels _____

Section 11 BILLING PROCEDURE

Sheet No. 40

Sheet No. _____

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 12 COLLECTIONS
Sheet No. 41
Sheet No. _____

Section 12 COLLECTIONS (20.2(4) p)

12.1 Procedure

If the bill is not paid by the due date, a notice will be sent to the member providing notification that the bill is delinquent, late payment charge will apply, and disconnection/collection procedures will be instituted as explained in Section 6.

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

- a. **Availability of a first payment agreement.** When a residential member 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 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 members 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 members 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 provisions for payment of the current account. The Cooperative may also require the member to enter into a level payment plan to pay the current bill.

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 12 COLLECTIONS
Sheet No. 42
Sheet No. _____

The Cooperative may offer the member the option of making the agreement over the telephone or through electronic transmission. When the member makes the agreement over the telephone or through electronic transmission, the utility shall render to the member 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 when addressed to the member'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 when delivered to the last-known address of the person responsible for payment for the service. The document shall state that unless the member 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 confirms acceptance of the terms of the oral agreement or electronic agreement.

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

Refusal by Cooperative:

A member may offer the Cooperative a proposed payment agreement. If the Cooperative and the member do not reach an agreement, the Cooperative may refuse the offer orally, but the Cooperative must render a written refusal to the member, stating the reason for the refusal, within three days of the oral notification. The written refusal shall be considered rendered to the member when addressed to the member'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 when handed to the member or when delivered to the last-known address of the person responsible for the

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 12 COLLECTIONS
Sheet No. 43
Sheet No. _____

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

12.2 Returned Checks, Drafts or Orders

If a person's check, draft or order is dishonored (returned unpaid) by the bank or financial institution upon which it was drawn, the Cooperative will send the person a notice and require immediate settlement of the account. A return check charge in accordance with Iowa Code 554.3512 for processing returned checks, drafts or orders may apply. Bills are not considered paid with such checks, drafts or orders and the late payment charge will apply.

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

12.3 Reconnection Charge Resulting From Nonpayment of Energy Account

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

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 12.11, if applicable, shall be made.
- B. If a representative of the Cooperative is required to make a collection trip to the premises of the member for failure to pay a delinquent account, the member shall pay a trip fee of \$75.00
- C. The member shall pay a disconnection fee of \$100.00.
- D. The member shall pay a reconnection fee of \$100.00 if the trip is completed on regular time. The charge shall be \$250.00 if any part of the trip is on overtime.
- E. The member shall pay a reconnection fee of \$100 if the account is reconnected remotely during normal business hours. The fee shall be \$250 if the account is reconnected remotely during any other time. A remote reconnection is defined as a reconnection where a Cooperative representative is not physically present at the premise at the time of reconnection. In order to complete a remote reconnection, the Cooperative may require the member or other authorized adult to be physically at the premise at the time of reconnection.
- F. Before service is restored, bills shall be paid and/or the member shall make satisfactory credit arrangements at the office of the Cooperative.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 13 METER TESTING
Sheet No. 44
Sheet No. _____

Section 13 METER TESTING (20.6)

13.1 Routine Testing

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

13.1.1 Limits

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

13.1.2 New Meters

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

13.2 Request Test

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

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

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

13.2.1 Referee Tests

Upon written request by a member 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 18 months. The request shall be accompanied by a \$30.00 check or money order made payable to the Cooperative.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 13 METER TESTING
Sheet No. 45
Sheet No. _____

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

13.3 Adjustments of Bills (20.4 (14))

13.3.1 Meter Error

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

13.3.2 Determination of Adjustment

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

When average error cannot be determined by test because of failure of part or all of the metering equipment, it shall be permissible to use the registration of check metering installations, if any, or to estimate the quantity of energy consumed based on available data. The member 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 13 METER TESTING
Sheet No. 46
Sheet No. _____

- 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.

13.3.3 Refunds

If the recalculated bills indicate that five dollars (\$5) or more is due an existing member or ten dollars (\$10) or more is due a person no longer a member 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 members who received service through the metering installation found to be in error. In the case of a previous member who is no longer a member of the Cooperative, a notice of the amount subject to refund shall be mailed to such previous member 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 13 METER TESTING
Sheet No. 47
Sheet No. _____

13.3.4 Back Billing

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

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

13.3.5 Overcharges

When a member 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. The time period for which the Cooperative is required to adjust, refund, or credit the member's bill shall not exceed five years unless otherwise ordered by the board.

13.3.6 Undercharges (20.4(14) f.)

When a member 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. The time period for which the Cooperative may adjust for the undercharge shall not exceed five years unless otherwise ordered by the board. The maximum back bill shall not exceed the dollar amount equivalent to the tariff rate for like charges (e.g., usage-based, fixed or service charges) in the 12 months preceding discovery of the error unless otherwise ordered by the board.

Neither section 13.3.4 nor 13.3.6 shall prevent the Cooperative from applying additional charges when the undercharge is the result of fraudulent practices of the member.

13.4 Grounds on Member's Premises (20.2(4) u)

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 13 METER TESTING
Sheet No. 48
Sheet No. _____

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 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'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.

13.5 Special Metering Installation

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 14 UNCOLLECTED AMOUNTS
____ Revised
Cancels _____

Sheet No. 49
Sheet No. _____

Section 14 UNCOLLECTED ACCOUNTS (20.2(4) p)

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

14.1 Service Reconnection

Prior to the reconnection of any member who owes the Cooperative for any past electric service, the member shall pay the past due account for electric service, plus a deposit for service as per Section 3.3.1, or as may reasonably be required for service for short periods or special occasions, unless an agreement has been made as applies in Section 6.

14.2 Collection Agency

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

14.3 Right of Off-Set

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 15 TEMPORARY DISCONNECTS
_____ Revised _____
Cancels _____
Sheet No. 50
Sheet No. _____

Section 15 TEMPORARY DISCONNECTS

15.1 Definitions

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

15.2 Availability

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

15.3 Iowa Electrician's Licensing and Inspection Program Requirements

A temporarily disconnected service which has been disconnected for 12 months or longer shall not be reconnected or energized until the installation passes an inspection conducted by the State of Iowa, a municipality or other governmental agency under the authority of the Iowa statewide electrician's licensing and inspection program. If the member contends the installation is exempt from such requirement, the Cooperative reserves the right to require a certificate be executed by the member and/or the applicable regulatory authority attesting to the exempt nature of the installation.

15.4 Charges

If a member requests single phase service discontinued temporarily, the Cooperative shall charge a \$100.00 disconnect fee and a \$100.00 reconnection fee. Both the disconnect fee and reconnect fee are due and collectible prior to disconnection and reconnection.

If a member requests to have three-phase service discontinued temporarily the member shall pay any applicable monthly access charges and any other applicable fees, rates or other charges during the period of temporary discontinuance.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 16 IDLE SERVICES
Sheet No. 51
Sheet No. _____

Section 16 IDLE SERVICES

16.1 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 or owner fails to accept and use said service within a reasonable time; or if such member or owner, after having taken service at the given premises, thereafter discontinues service for an indefinite or extended period of time. In either event, the Cooperative will, after due notice to the member or owner at the time of disconnection, require the member or owner to pay an idle service charge in order to retain the Cooperative's facilities in readiness so that the said service may be available upon re-occupancy of the given premises.

16.2 Charges

The member or owner may retain the Cooperative's facilities in readiness for service by making a payment in accordance with the Section 29.3 of this tariff. The payment will be applied to the carrying cost of the Cooperative's investment in the facilities for the months that service is not taken.

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

16.3 Rebuilding

If the member or owner applies for restoration of service at the location after the facilities have thus been removed, the member will be required to comply with the line extension provisions as listed in Section 5 of this tariff.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 17 SERVICE CALLS
Sheet No. 52
Sheet No. _____

Section 17 SERVICE CALLS

17.1 Cooperative's Responsibility

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

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

If the Cooperative deems it necessary, the Cooperative may interrupt the electric service to any member or group of members 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 members affected, when practicable.

17.2 Member's Responsibility

It will be the member'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. All wiring and equipment on the load side of the meter belongs to the member and is the member's responsibility to maintain. Members should call on independent electricians to make any necessary repairs or improvements to their wiring or equipment.

17.3 Charges

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 18 RELOCATION OF FACILITIES
____ Revised
Cancels _____

Sheet No. 53
Sheet No. _____

Section 18 RELOCATION OF FACILITIES

18.1 Cooperative's Facilities

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

18.2 Member's Facilities

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

18.3 Moving of Buildings

All persons moving houses, buildings, or other large objects along or through the Cooperative's distribution, secondary, or service lines, which move will require the assistance of the Cooperative's personnel, shall notify the Cooperative in advance of said move. The person shall also provide the Cooperative with copies of all required permits necessary from any government or other entities and any other documentation requested by the Cooperative prior to 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 19 USE OF COOPERATIVE'S FACILITIES
_____ Revised
Cancels _____
Sheet No. 54
Sheet No. _____

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

19.1 Cooperative Facilities

The member or an agent shall not, without written consent of the Cooperative, use any of the poles, structures or other facilities of the Cooperative or wholesale service supplier of the Cooperative for fastening thereto, support or for any other purpose whatsoever, nor shall the member 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 or maintenance of electric service, or a dangerous condition in connection therewith.

19.2 Meter Pole

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

19.3 Poles Owned by Cooperative Other Than Meter Poles

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

19.4 Non-Liability of Cooperative

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 20 DAMAGE TO COOPERATIVE'S FACILITIES
_____ Revised
Cancels _____
Sheet No. 55
Sheet No. _____

Section 20 DAMAGE TO COOPERATIVE'S FACILITIES

20.1 Member's Responsibility

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

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

20.2 Protection of Cooperative's Facilities on Member'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 shall protect said facilities of the Cooperative on the member's premises and shall not interfere with or alter, or permit interference with or alteration of the Cooperative's facilities except by duly authorized representatives of the Cooperative.

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

____ Revised
Cancels _____

Section 21 LIGHTING SERVICE

Sheet No. 56
Sheet No. _____

Section 21 LIGHTING SERVICE

21.1 Definitions

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

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

21.2 Availability

Security Lighting Service is available to all member-consumers.

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

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

The light must be controlled automatically and be mounted on the Cooperative's meter pole or transformer pole.

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

21.3 Maintenance of Outdoor Lighting Equipment

The Cooperative shall maintain the said lighting equipment, including the lamp replacement, at no cost to the member-consumer as promptly as practicable during regular working hours after the member-consumer has notified the Cooperative of the need for maintenance of the lighting equipment.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 21 LIGHTING SERVICE

Sheet No. 57
Sheet No. _____

Any damage to the lighting equipment resulting from deliberate, malicious causes from vandalism shall be paid for by the member-consumer.

21.4 Charges

The Cooperative will own the lighting equipment as set forth by these rules and regulations and will connect the said lighting equipment on the Cooperative's side of the meter. The member-consumer shall pay a monthly rental charge for the use of said lighting equipment as set forth under the applicable price schedule. Said monthly rental charge shall include the cost of the electrical energy consumed by the said lighting equipment. If the member-consumer desires the said lighting equipment to be removed or fails to pay the monthly rental charge, the Cooperative shall remove said lighting equipment.

21.5 Member-Consumer Permission

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

21.6 Disclaimer of Liability/Limitation of Liability

Although the Cooperative has agreed, pursuant to this tariff, to provide certain maintenance for Private Outdoor and Public Street and Highway Lighting Service equipment, the Cooperative does not have the ability to continuously monitor the equipment and disclaims any and all liability from such maintenance activities or the failure to perform such activities. 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.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 22 SPECIAL CONDITIONS OF SERVICE
_____ Revised _____
Cancels _____
Sheet No. 58
Sheet No. _____

Section 22 SPECIAL CONDITIONS OF SERVICE

All line equipment supplied and installed by the Cooperative for the use of its members have a definite capacity. Therefore, it is the responsibility of the member to notify the Cooperative in writing before any change shall be made in connected load, either in location or purpose, or addition of such equipment. This particularly applies to the installation of large motors, welders, electric clothes dryers, direct expansion milk coolers, electric house heating, air conditioning, quick recovery electric water heaters, and other items requiring heavy power use.

22.1 Corrective Equipment

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

22.2 Arc Welding Installations

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

22.3 Requirements for Electric Motors

22.3.1 Safety Requirements

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

22.3.2 Protective Devices

The member shall be required to provide suitable protective devices so that the motors and equipment to which they are connected will be protected from injury and from improper or dangerous operation in case of overload, loss of voltage, low voltage, single-phasing of poly-phase motors, reversal of phase rotation of

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 22 SPECIAL CONDITIONS OF SERVICE
_____ Revised _____
Cancels _____
Sheet No. 59
Sheet No. _____

poly-phase motors, or the reestablishment of normal service after any of the above. The Cooperative is not responsible for motor damage caused by any of the above conditions.

22.3.3 Large Motor Applications

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

22.3.4 Starting Equipment

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

22.3.5 Maximum Single-Phase Loads

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

22.4 Standby Generators

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

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

22.5 New Structure Energy Conservation Standards (36.7)

The Cooperative shall not provide electric service to any structure completed after April 1, 1984, unless the owner or builder of the structure has certified to the Cooperative that

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 22 SPECIAL CONDITIONS OF SERVICE
_____ Revised
Cancels _____

Sheet No. 60
Sheet No. _____

the building conforms to the energy conservation requirements adopted under Iowa Administrative Code 661-303. If this compliance is already being certified to a state or local agency, a copy of that certification shall be provided to the utility. If no state or local agency is monitoring compliance with these energy conservation standards, the owner or builder shall certify that the structure complies with the standards by signing a form provided by the Cooperative. No certification will be required for structures that are not heated or cooled by electric service, or are not intended primarily for human occupancy.

22.6 Off-Peak Controls

The Cooperative may require the installation of "Off-Peak" controls and/or metering for the use of such equipment as water heaters, irrigation equipment, ice bank milk coolers, and electric house heating/cooling.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

_____ Revised
Cancels _____

Section 23 COMPLAINTS
Sheet No. 61
Sheet No. _____

Section 23 COMPLAINTS (20.2(4) y)

23.1 Member Complaints

Member complaints received by mail, telephone or in person shall be acted upon promptly. Telephone number (800) 658-2243 or 563-547-3801 is answered continuously for the handling of problems or complaints of an emergency nature.

Telephone number (800) 658-2243 or 563-547-3801 is answered 7:30 A.M. to 4:00 P.M., Monday through Friday, to handle routine business complaints and other communications.

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

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

23.2 Records

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 24 INSPECTION OF ELECTRICAL PLANT
_____ Revised
Cancels _____
Sheet No. 62
Sheet No. _____

Section 24 INSPECTION OF ELECTRICAL PLANT (25.3)

24.1 Periodic Inspection

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

24.2 Inspection forms

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

24.3 Filing

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

24.4 Construction and Maintenance

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

Proper maintenance of the Cooperative's facilities may necessitate the clearing or trimming of trees, shrubbery and other vegetation within the vicinity of said facilities. Member 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 in accordance with the applicable industry standards adopted by the Cooperative.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 25 COGENERATION AND SMALL POWER PRODUCTION
____ Revised
Cancels _____

Sheet No. 63
Sheet No. _____

Section 25 COGENERATION AND SMALL POWER PRODUCTION

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

25.1 Availability

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

25.2 Definitions

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

"Qualifying Alternate Energy Production Facility" (QAEPF) means any of the following:

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 25 COGENERATION AND SMALL POWER PRODUCTION
____ Revised
Cancels _____
Sheet No. 64
Sheet No. _____

- An electric production facility which derives 75% or more of its energy input from solar energy, wind, waste management, resource recovery, refuse-derived fuel, agricultural crops or residues, or wood burning;
- Land, systems, buildings, or improvements that are located at the project site and are necessary or convenient to the construction, completion, or operation of the facility; or
- Transmission or distribution facilities necessary to conduct the energy produced by the facility to the purchasing utility.

A facility which is a qualifying facility under 18 CFR Part 292, Subpart B, is not precluded from being an alternate energy production facility.

“Qualifying Facility” (QF) means a cogeneration facility or a small power production facility which is a qualifying facility under 18 CFR Part 292, Subpart B.

“Qualifying Small Hydro Facility” (QSHF) means any of the following:

- A hydroelectric facility at a dam;
- Land, systems, buildings, or improvements that are located at the project site and are necessary or convenient to the construction, completion or operation of the facility; or
- Transmission or distribution facilities necessary to conduct the energy produced by the facility to the purchasing utility.

A facility which is a qualifying facility under 18 CFR Part 292, Subpart B, is not precluded from being a small hydro facility.

25.3 Requirements for Interconnection

All facilities shall meet certain requirements to be eligible for interconnection pursuant to the terms and conditions of this section.

25.3.1 Application for Interconnection

The applicant shall submit an application to the Cooperative, using the Application form provided by the Cooperative.

25.3.2 Acceptable Interconnection Standards

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

- A. The member shall comply with acceptable standards for interconnection, safety, and operating reliability. Acceptable standards include the most

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 25 COGENERATION AND SMALL POWER PRODUCTION
____ Revised
Cancels _____
Sheet No. 65
Sheet No. _____

current revisions of the following, as adopted in the Iowa Administrative Code section 199-15.10(1) in order to be eligible for interconnection to the Cooperative or G&T electric system:

1. Standards for Interconnecting Distributed Resources with Electric Power Systems, ANSI/IEEE Standard 1547-2003. For guidance in applying IEEE Standard 1547, the Cooperative may refer to:
 - 1) IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems - IEEE Standard 519-2014; and,
 - 2) IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems.
 2. Iowa Electrical Safety Code, as defined in 199—Chapter 25.
 3. National Electrical Code, ANSI/NFPA 70-2011.
- B. The member-consumer facility shall be equipped with automatic disconnection upon loss of electric voltage supplied by the Cooperative.
- C. The member-consumer shall furnish and install an overcurrent device on the facility to automatically disconnect the facility at all currents that exceed the full-load current rating of the facility.
- D. The member-consumer shall furnish the Cooperative with sufficient data in order to verify that all conditions in Parts A, B and C above are met. Cooperative approval is required before interconnection is permitted.
- E. The interconnection shall be provided with a switch that provides a visible break or opening. The switch shall be capable of being padlocked in the open position. Both the operator of the qualifying facility (or qualifying alternate energy production facility, or qualifying small hydro facility) and the Cooperative shall have access to the interconnection switch at all times.
- F. Those facilities that produce a terminal voltage prior to the closure of the interconnection shall be provided with synchronism-check devices to prevent closure of the interconnection under conditions other than a reasonable degree of synchronization between the voltages on each side of the interconnection switch.
- G. The member-consumer facility shall be subject to disconnection without notice by the Cooperative in the event the facility causes unacceptable safety, voltage, or frequency conditions, service interruption, or communications interference.

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 25 COGENERATION AND SMALL POWER PRODUCTION
____ Revised _____
Cancels _____
Sheet No. 66
Sheet No. _____

-
- H. The member-consumer will regularly inspect, maintain, and service the facility for safe and reliable operation and maintain a record or log, available for inspection by the Cooperative, showing when the facility is shut down for repairs or maintenance, the maintenance or repair completed, and when the facility is placed back in service. 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 DG Owner agrees to indemnify, and hold the Cooperative and its directors, officers, and employees harmless from all claims of whatever nature and kind arising out of or resulting from the DG Owner's operation of its DG facility. DG Owner agrees to defend and pay all costs, including reasonable attorney's fees, in defending any third-party claims for which an indemnification obligation exists under this Agreement. Without limiting the foregoing, the DG Owner shall specifically hold the Cooperative harmless from any stray voltage claims arising from or attributed to the DG Owner's facility. The DG owner, at its sole cost and expense, shall obtain and maintain an insurance policy that provides liability insurance covering the operation of the DG and its associated equipment of not less than General Liability insurance as follows: less than 40kW \$300,000 minimum; 40-250 kW \$1,000,000 minimum; larger than 250kW \$2,000,000 minimum. For facilities 40kW and larger, the insurance policy shall include the Cooperative as an additional insured. Satisfactory evidence of such insurance shall be provided to the Cooperative before the DG will be allowed to operate with the disconnect switch in the closed position. The DG owner shall notify the Cooperative of any policy changes and of the periodic policy renewals.
- J. The DG owner shall reimburse the Cooperative for its costs resulting from interconnecting with the DG owner. The interconnection cost shall include all reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, inspection, engineering studies, service upgrade, and administrative costs incurred by the Cooperative directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operation with the DG owner, to the extent such costs are in excess of the corresponding costs which the Cooperative would have incurred had it not interconnected.
- K. The member-consumer shall agree to discontinue sales to the Cooperative when, due to operational circumstances, purchases from the member-consumer will result in Cooperative costs greater than those which the Cooperative would incur if it did not make such purchases, but instead generated an equivalent amount of energy, provided, however, that the Cooperative shall notify the member-consumer within a reasonable amount of time to allow the member-consumer to cease the delivery of energy.
-

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 25 COGENERATION AND SMALL POWER PRODUCTION
____ Revised _____
Cancels _____

Sheet No. 67
Sheet No. _____

- L. A contract reflecting the conditions of this tariff shall be required between the Cooperative and the member-consumer.
- M. The member-consumer shall permit Cooperative representatives to enter upon member-consumer's property at any reasonable time for the purpose of inspecting or testing member-consumer's equipment, facilities or apparatus and the accuracy of the Cooperative's metering equipment, but such inspections shall not relieve the member-consumer of the obligation to maintain the member-consumer's facilities in satisfactory operating conditions. The Cooperative may charge the direct expense of such inspecting or testing of the member-consumer's equipment, facilities or apparatus to the member-consumer, unless the member-consumer can demonstrate the inspecting and testing was not necessary.
- N. 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% (lagging) at the interconnection.
- O. The member-consumer's electric generating equipment shall be designed, operated and maintained in such a manner that it does not adversely affect the Cooperative's voltage wave form.

25.4 Rates for Purchased Power

25.4.1 Rates for purchases by the member from the Cooperative

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

25.4.2 Rates for purchases from member

QFs with design capacity of 100 kW or less

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 25 COGENERATION AND SMALL POWER PRODUCTION
_____ Revised _____
Cancels _____
Sheet No. 68
Sheet No. _____

QFs greater than 100 kW

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

25.4.3 Wheeling Charges

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 26 ELECTRIC TAX ADJUSTMENT RIDER
____ Revised
Cancels _____

Sheet No. 69
Sheet No. _____

Section 26 ELECTRIC TAX ADJUSTMENT RIDER #1

Applicable: To All Electric Prices, Charges and Fees

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

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

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 27 FORMS AND CONTRACTS
____ Revised
Cancels _____

Sheet No. 70
Sheet No. _____

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

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

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 28 ALTERNATE ENERGY PURCHASE PROGRAM
_____ Revised _____
Cancels _____
Sheet No. 71
Sheet No. _____

Section 28 Alternate Energy Purchase Program

Statement of Purpose

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

Program Description

MiEnergy Cooperative obtains all of its wholesale power from Dairyland Power Cooperative ("Dairyland"). Purchases from Dairyland are made pursuant to a wholesale power contract requiring MiEnergy Cooperative to purchase all of its power supply needs from Dairyland and is a member-owner of Dairyland. Dairyland is physically located outside the state of Iowa. Dairyland had a financial interest, as of July 1, 2001, in the alternate energy production facility that is located outside of Iowa. The energy purchased by MiEnergy Cooperative is pursuant to all requirements contracts in effect prior to July 1, 2001. The facilities used to support MiEnergy Cooperative's Alternate Energy Purchase Program are partially owned by Dairyland and located outside the state of Iowa.

Evergreen is a program developed by Dairyland to offer electric cooperative members a way to support alternate energy. Members sign up for the Evergreen program through their local distribution cooperative. Electricity generated by Evergreen will be fed into the overall power supply system. Electrical energy consumed by members will be drawn from the overall electrical supply system. Customers who contribute will not be guaranteed that renewable energy will be delivered to their premises for use; but rather their contribution will assist in the development of alternate energy.

Members can purchase blocks of 100 kWhs at \$1.50 per block. The minimum purchase is one block and a minimum 12-month commitment.

Eligibility

Issued: November 22, 2016

Effective: January 1, 2017

Issued By: Dean Fisher, President

MiEnergy Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 28 ALTERNATE ENERGY PURCHASE PROGRAM
_____ Revised
Cancels _____

Sheet No. 72
Sheet No. _____

All members in all classes shall be eligible to participate in this program. Members may participate by contacting the cooperative or downloading the participation form and return it to the cooperative.