

Tariff No. 7

Supersedes Tariff No. 6



ELECTRIC TARIFF
FILED WITH THE
IOWA UTILITIES BOARD

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RULES AND REGULATIONS

These rules and regulations are designed to govern the supplying and receiving of electrical energy for 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 199-20.2(4)(b)

The Maquoketa Valley Electric Cooperative of Anamosa, Iowa, is a Cooperative corporation organized under the provisions of Chapter 499, Code of Iowa.

The Cooperative provides electric distribution service to meters in portions of Buchanan, Cedar, Clayton, Clinton, Delaware, Dubuque, Jackson and Jones counties, Iowa, including within the corporate limits of North Buena Vista, St. Donatus, Rickardsville, Graf, Manchester, Bankston, New Vienna, Dubuque, Peosta, Maquoketa, Epworth, Dyersville, Preston, Earlville, Monticello, Worthington, Cascade, Anamosa, all in Iowa.

Membership is available on a non-discriminatory basis to all persons who qualify based on the Cooperative's Articles of Incorporation; a copy of which may be obtained from the Cooperative. The affairs of the Cooperative are conducted by a Board of Directors elected from among the members by the members at an annual meeting of the membership.

1.2 Principal Officers and Directors

The Cooperative will provide a current list of principal officers and directors in the form of a letter filed with the Iowa Utilities Board within 30 days of any changes. The principal office of the Cooperative is in Anamosa, Iowa, and all records are retained at this office.

1.21 Persons Authorized to Communicate with the IUB 199-20.2(5)(k)

- 1) CEO/Executive Vice President
Jeremy Richert, CEO/Executive Vice President
- 2) Member Relations/ Billing
Kelly Gibbs, CFO
- 3) Engineering
Jeremy Richert, CEO/Executive Vice President
- 4) Operations
Dan Schulte, Director of Operations
- 5) Meter Tests and Repairs
Jeremy Richert, CEO/Executive Vice President
- 6) Emergencies During Non-Office Hours
Dan Schulte, Director of Operations
- 7) Franchises for Electric Lines
Jeremy Richert, CEO/Executive Vice President

Section 2 DEFINITIONS

2.1 Cooperative

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

2.2 Applicant

The term "applicant" is herein used to designate a person of legal age applying to receive electric service supplied by the Cooperative. The applicant may become a "member" or a "customer" of the Cooperative. Applicants should provide a social security number for an individual account or a Federal ID number for a business account. Businesses not providing a Federal ID number will have their application accepted as an individual account.

2.3 Member or Customer

2.31 Member

The term "member" is herein used to designate an individual, firm, association, corporation, partnership, irrevocable trust or other business organization that meets the membership qualifications of the Cooperative as described in Article VII of the Cooperative's Articles of Incorporation and whose application for membership has been approved by the Cooperative's Board of Directors.

2.32 Customer

The term "customer" is herein used to designate an individual, firm, association, corporation, partnership, irrevocable trust or other business organization who is receiving electric service supplied by the Cooperative and who has not met the qualifications of membership as defined in Section 2.31.

The term "member" as used in this tariff shall mean either a member or a customer.

2.4 Cooperative Board and Iowa Utilities Board

The term "Board" means the Cooperative's Board of Directors. The term "IUB" means the Iowa Utilities Board.

2.5 Premises

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

Section 3 REQUIREMENTS FOR SERVICE 199-20.2(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. Once approved for membership, additional electric service(s) may be made by contacting the Cooperative. 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 IUB and at prices established by the Cooperative for the class of service requested by the applicant.

3.2 Membership

After receiving electric service and being accepted by the Board, the applicant will become a member and will be entitled to all rights of membership as outlined by the Bylaws, Articles of Incorporation and policies of the Cooperative as such may change from time to time. Individual, joint or business memberships are available.

3.21 Service Contracts

There shall be a service contract covering each new membership. Members may have multiple services, but each service shall be metered separately. The service contract shall be in a form approved by the Board. The service contracts shall be written for a minimum period of 12 months. Whenever a member fails to continue service for a full 12 month period (or longer, depending on the terms of the contract), the consumer deposit, patronage dividends and line extension rebates, if any, may be forfeited against the uncompleted period of the service contract.

3.3 Member Deposits 199-20.4(3)

The Cooperative may require from any member or prospective member a deposit intended to guarantee partial payment of bills for service. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. This subsection does not prohibit the Cooperative from also 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 as determined by application of either a credit rating or a calculation as outlined below, or a combination of both.

3.31 Amount of Deposit 199-20.4(3)(d)

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

3.32 Interest on Deposit 199-20.4(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 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 the date the member's bill becomes permanently delinquent. The date of refund is that date on which the refund or 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.

3.33 Receipts 199-20.4(6)

A receipt may be requested for all such deposits.

3.34 Deposit Refund 199-20.4(7)

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

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

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

3.35 Additional Deposits 199-20.4(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 (12) days from the date of mailing to comply. The new or additional deposit shall be payable at the Cooperative business office and a receipt may be requested. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

3.36 Deposit Non-Compliance

The service of any member who fails to comply with these requirements may be disconnected twelve (12) days after written notice, provided conditions as spelled out in Subsection 6.1 are followed.

3.37 Additional Connections

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

3.4 Right-of-Way

3.41 Procurement

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

3.42 Initial Clearing

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

3.43 Applicant's Premises – Right-of-Way

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

to remove any foreign objects within the right of way that could hamper the Cooperative in providing safe and reliable service. The member agrees to execute any documents as may be required by the Cooperative to document the grant to this right-of-way.

3.5 Safety

The safety of employees and the general public shall receive first priority. It is the responsibility of each Cooperative employee to recognize this as Cooperative policy and to conduct themselves during the course of their duties completely in accord with such policy.

Members are encouraged to immediately report to the Cooperative any unsafe condition they may observe relating to the Cooperative's facilities.

Section 4 CHARACTERISTICS OF SERVICE 199-20.2(4)(d); 20.7

4.1 Standard

The Cooperative's standard electric service is alternating current, 60 Hertz per second, single or multi-phase. The frequency may vary within acceptable industry standards and is generally outside the control of the Cooperative.

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
- 120/208 volt, multi-phase, four wire wye
- 277/480 volt, multi-phase, four wire wye

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

The above secondary service voltage levels are nominal and may vary within the normal and generally acceptable limits of regulation.

The Cooperative will use all reasonable care and diligence to provide continuous service but does not assume responsibility for irregularities and interruptions of electric service, such as those caused by adverse weather, temporary or permanent faults, equipment failure, temporary separation of a portion of the system from the main system, or other causes beyond the control of the Cooperative. The Cooperative shall not be liable to member for any injury, loss or damage resulting from the use of service or arising from the interruption or irregularity of electric service.

4.4 Primary Voltage Services

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

Section 5 SERVICE EXTENSIONS 199-20.2(4)(k); 20.2(4)(w); 20.3(13)

5.1 Availability

This Cooperative will make electric service available to anyone within its assigned area, subject to the limitations of feasibility established by policies and procedures of the Cooperative, RUS standards and by the applicable portions of the Iowa Utilities Board Rules and Regulations. 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 (See Section 25). Subject to payment of charges as set forth herein, the Cooperative will provide electric service to users without discrimination. The Cooperative will determine the price classification for each service.

5.2 Point of Delivery

The Cooperative will supply electric service at a delivery point to be agreed upon by the Cooperative and the applicant. For overhead construction this shall normally be the point of attachment to the applicants service drop going to the meter. For underground construction this shall normally be the meter terminals unless the meter is located on the home/structure, in which case it shall be the transformer terminals.

The Cooperative will install and maintain the line and all equipment up to the point of delivery. The meter and meter socket will also be furnished by the Cooperative but installation and maintenance of the socket is the member's responsibility.

5.3 Charges Associated with Line Extensions and Service Drops

5.31 Definitions

1. Advance for construction costs (Advance) are cash payments or an equivalent surety made to the Cooperative by a member applying for an extension, portions of which may be refunded depending on any subsequent connections made to the extensions.
2. Contribution means a nonrefundable cash payment covering the costs of an extension that are in excess of Cooperative funded allowances.
3. Estimated construction costs will be calculated using previous average construction cost per foot for each type of extension plus site specific costs. The overhead transformer cost, meter cost and facilities built for the convenience of the Cooperative are not included. These costs will be adjusted as necessary and approved by the Board of Directors.

4. Line Extension means a primary or secondary line extension other than a service Drop.
5. Service Drop means a secondary extension on private property serving a single meter from a transformer added to an existing primary pole or from an existing padmounted transformer.
6. Similarly situated member is defined as a member whose annual consumption or service requirements, as defined by estimated annual revenue, are similar to other members with approximately the same annual consumption or service requirements.
7. Permanent service is defined as any service that is intended to remain in place on a continuing basis. A mobile home, which has had the undercarriage removed, been set on a permanent foundation, and has the license turned in, becomes a part of the real estate and will be classified as a permanent service.
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 established by the Cooperative for the particular circumstances.
9. Idle Service refers to any service that has not paid a basic service fee to the Cooperative in at least 12 months.
10. Idle Line Extension refers to any line without an active service in the past twenty-four (24) months or which has been deemed not fit for service by the Cooperative.

5.32 Service Drops

A. Overhead

1. The Cooperative will finance and construct overhead service drops up to 150 feet from an existing overhead primary pole to an appropriate interconnection point. See miscellaneous charges in Section 5 for the cost of meter poles installed by the Cooperative for the member.
2. Service drops longer than 150 feet shall be paid for in advance by the member at a cost of \$1.50 per foot in excess of the 150 feet.
3. Service drops will be designed to maintain adequate service voltage for the calculated load being installed in accordance with RUS Bulletin 169-4.

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4. Member shall notify Cooperative if they wish to increase their connected load by 10% or more. The additional load may be energized only after assurance from Cooperative that its facilities are adequate to supply such increased load. Failure to comply with this provision may result in charges to the member for damaged equipment.

B. Underground

1. Service drops will be designed to maintain adequate service voltage for the calculated load being installed in accordance with RUS Bulletin 169-4.
2. The member shall pay a contribution towards the meter pedestal installed at the base of the pole or toward a free standing meter pedestal installed near the padmounted transformer. If the meter is located on the house at the member's request, no pedestal is required. See Section 5 for charges.
3. Underground service drops shall be owned, installed and maintained by the member regardless of the location of the meter.
4. Member shall notify Cooperative if they wish to increase their connected load by 10% or more. The additional load may be energized only after assurance from Cooperative that its facilities are adequate to supply such increased load. Failure to comply with this provision may result in charges to the member for damaged equipment.

5.33 Permanent Single & Multi-Phase Line Extensions

A. Overhead Line Extension to a single service

1. The Cooperative will design and construct overhead line extensions following acceptable engineering practices. The route of all extensions shall be solely determined by the Cooperative, after consideration of the member's needs.
2. The member will be required to provide an advance before construction begins. The amount of the advance will be calculated as follows:
Single phase extension – new services: \$2,200 + \$6.00 per foot
Single phase extensions – rebuilds: \$2,200 + \$8.00 per foot
Multi-phase extensions – new services: \$4,000 + 13.50/foot
Multi-phase extensions–rebuilds under 1500 ft: \$4,000+\$20.00/ft
Multi-phase extensions–rebuilds over 1500 ft: \$13.00/foot
3. In calculating the advance, the shortest practicable route shall be used for the distance regardless of the route actually constructed, unless the longer route is at the member's request.

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4. The member shall be responsible for providing a cleared right of way onto or across their property, and shall provide the Cooperative with the necessary easements. See Section 3.4
 5. When applicable, additional construction costs associated with excessive tree trimming along the route, frozen ground or other adverse conditions may be applied. Examples of adverse conditions include rock, sand, tree roots, extreme mud, frost (typically greater than six inches), significant snow accumulation, and/or the area is obstructed in a manner that impedes or does not allow normal installation methods. Additional charges for adverse conditions shall be applied to the entire length of the extension, including the service footage allowance.

B. Underground Line Extension to single structure or member

1. The Cooperative will design and construct underground line extensions following acceptable engineering practices. The route of all extensions shall be solely determined by the Cooperative, after consideration of the member's needs.
2. The member will be required to provide an advance prior to construction. The amount of the advance will be calculated as follows:

Single phase extensions – new services:

\$2,200 + \$7.25 per foot plus \$500 transformer charge plus \$800 transition fee (overhead to underground riser)

Single phase extension – rebuilds:

\$2,200 + \$9.65 per foot plus \$500 transformer charge plus \$800 transition fee (overhead to underground riser)

Multi-phase extensions:

\$4,000 + \$22.00 per foot plus \$3,000 transformer charge plus \$2,400 transition fee (overhead to underground riser)

3. In calculating the advance, the shortest practicable route shall be used for the distance regardless of the route actually constructed, unless the longer route is at the member's request.
4. The member shall be responsible for providing a cleared right of way and all trenching, backfill and reseeding across their property, and shall provide the Cooperative with the necessary easements.

C. Housing development (multiple housing)

1. Each housing development shall have a contract that details the upfront Advance for Construction Cost and the amount to be refunded as each lot is built on and occupied.
2. The developer shall pay an Advance for Construction Cost equal to the estimated cost to construct the facilities needed to serve the development. The Advance shall be paid prior to the start of any construction.
3. Within 10 years of the contract date, when a dwelling is constructed, and begins taking normal electrical service, the developer shall receive a partial refund of the Advance made. This refund is in lieu of any discount or other refunds. The refund shall be the lesser of the following amounts:
 - a. The average monthly kWh usage of new residential housing (estimated from the Cooperative's billing records for the previous year) TIMES 36 months TIMES 3.0 ¢/kWh.

Non dwelling services such as wells, lights, garages, etc. shall not receive any refund.

 - b. Eighty percent (80%) of the total construction cost divided by the number of dwelling lots originally designed for.

D. Commercial / Industrial Developments

1. Each commercial / industrial development shall have a contract that details the upfront Advance for Construction Cost and amount to be refunded as each lot is built on and occupied.
2. The developer shall pay an Advance for Construction Cost equal to the estimated cost to construct the facilities needed to install electric service to individual lot lines. Individual lot owners are responsible for line extensions from the lot line to their individual buildings as described in Section 5.33 A, B, or E. The Advance for Construction Cost shall be paid prior to the start of any construction.
3. Within 10 years of the contract date, when a building is constructed on an individual lot, and begins taking normal electrical service, the developer shall receive a partial refund of the Advance made. This refund shall consist of 50% of the Advance divided by the number of lots originally designed for. This refund is in lieu of any discount or other refunds.

E. Extension involving major plant additions beyond a pole line

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

F. Refunds of Advance for Construction Costs

1. No Interest will be paid on any Advance for Construction Cost deposited with the Cooperative.
2. Developments receiving a refund under any other Sections of 5.3 above are not entitled to any further refund under this section.
3. The Cooperative will refund to the depositor for a period of 10 years from the date of the original advance, a pro rata share for each service attachment added to the extension. Pro ration shall be based on actual amount of the original extension shared by new users attaching. In no case shall a member be refunded more than initially paid less all reimbursements.
4. Members shall receive a rate discount, calculated monthly based on their actual kWh consumption (excluding any consumption under the heat plus rate) TIMES 3¢ per kWh. The discount will begin the first month of service on the account and cease at the earlier of 36 months, or when the cumulative discount equals the Advance they made less any other refunds due to other connections (see Section 5.33 F3 above). The discount is non-transferable, and shall cease if the member moves from the dwelling originally taking service.

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

- Padmount transformer fees
- Conversion fees
- Meter poles fees
- Meter pedestal fees
- Iowa Farm units

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Title: CEO / Executive Vice President

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- Trenching/plowing fees when the member is responsible for the trenching.
 - Fees for relocating or rebuilding existing facilities

When in the sole determination of the Cooperative, the rate discount from Section 5.33 F4 will totally refund the Advance made, the up-front Advance may be waived.

5.34 Temporary Single & Multi-Phase Line Extensions

Where, in the opinion of the Cooperative, circumstances indicate that service may be temporary; the Cooperative may supply temporary electric service provided the applicant will make an advance cash construction payment equal to the estimated labor and overhead costs of installing and removing the service, plus non-salvageable materials. Electricity consumed will be metered and billed at the regular applicable price schedule. Temporary extensions are not eligible for any discounts or refunds outlined in Section 5.33. The Cooperative may require a deposit intended to guarantee payment of bills for service in addition to the construction advance. When service is removed, any advance in excess of actual costs will be refunded.

5.35 Modifying Facilities at Other's Request

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

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

All pricing shall be based on the contribution of equivalent facilities currently listed in Section 5 of the tariff. The un-depreciated value of existing facilities will be calculated as follows:

[35 years **less** the average age of the facilities to be replaced] / 35 years **times** the current cost per Section 5 of the tariff for equivalent facilities being replaced.

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

5.36 Modifying Facilities Due to Safety Violations:

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

Modifications done under this subsection only will be billed at 50% of the costs outlined in Section 5.37.

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

See also Section 18.

5.37 Miscellaneous Charges

The following charges apply to optional services provided by the Cooperative, when requested by the member:

URD Trenching:

Primary Underground: \$400 + \$7.00/foot

Security Lighting: \$400 + \$5.00/foot

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

30 foot class 6	\$300 each
35 foot class 4	\$340 each
40 foot class 3	\$470 each
40 foot class 4	\$430 each
45 foot class 3	\$540 each

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

30 foot class 6	\$500 each
35 foot class 4	\$610 each
40 foot class 3	\$750 each
40 foot class 4	\$710 each
45 foot class 3	\$830 each

 Anchors \$135 each (\$60 guy plus \$75 anchor)

 Ground \$35 each (\$17 wire plus \$18 rod)

Pole moves (relocating an existing pole)

Meter pole (no primary attached)	\$300
Single phase primary poles	\$1,000
Multi-phase primary poles	\$1,400
Relocating guy/anchor	\$135 each
Relocating pedestals	\$100 each

Meter Pedestal Charges:

Pole mounted	\$375
Free standing	\$550
400 ampere	\$1,125

CT Metering at members request \$450

5.4 Idle Facilities

The Cooperative may remove idle services (See Section 5.31) upon compliance with the requirements of relevant tariff provisions and applicable laws and regulations.

Idle line extensions (See Section 5.31) may be removed upon compliance with the requirements of relevant tariff provisions and applicable laws and regulations. The property owner and all, adjacent property owners will be given written notice of the intent to remove facilities and will be provided a minimum of one month in which to activate a service on the line by paying the monthly basic service charge, plus taxes. The written notice will include:

- A date by which the member or property owner must take service to prevent the line being deemed idle, even if not removed.
- An estimate of the cost to replace the line at the current per foot cost per Section 5.3 with a notation that the price is subject to change as the tariff is amended.
- Notice that if service is taken and later discontinued, no further notice of removal is required to be provided.

Said notice will be deemed to have been provided if placed in the U.S. Mail to the last known address of the member or property owner.

If a service is activated to prevent the retirement of the line, and is later made inactive or is in default of payments due, the line may be retired with no further delay.

Once a line is considered idle, and the member or property owner and adjacent property owners have been provided written notification of the Cooperative's intent to retire the line as referenced above, the member or property owner shall pay the lesser of the actual cost to bring the line extension up to current standards or the per foot line extension cost per Section 5.3, even if the line has not yet been removed.

Section 6 REFUSAL OR DISCONNECTION OF ELECTRIC SERVICE 199-20.4(15)

6.1 Electric Service Refusal or Disconnection 199-20.4(15)

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

6.11 Electric Service Disconnections without Notice 199-20.4(15)(b)

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

1. In the event of a condition on the member's premises determined by the Cooperative to be hazardous.
2. In the event of member use of equipment in a manner which adversely affects the Cooperative's equipment or the Cooperative's service to others.
3. In the event of tampering with the equipment furnished and owned by the Cooperative. For the purposes of Section 6, a broken or absent meter seal alone shall not constitute tampering.
4. In the event of unauthorized use.

6.12 Electric Service Disconnections with Notice 199-20.4(15)(c)(d)

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

1. For violation of or noncompliance with the Cooperative's electric service policies.
2. For failure of the member to furnish the service equipment, permits, certificates, or rights-of-way which are specified to be furnished, in the Cooperative's rules filed with the IUB, 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 IUB.
3. For failure of the member to permit the Cooperative reasonable access to the Cooperative's equipment.
4. For failure of the member to maintain service equipment in adequate condition and suitable for continued use.
5. For nonpayment of a bill or deposit, except as restricted by Iowa Code 199—20.4(16) and 20.4(17), provided that the Cooperative has complied with the following provisions when applicable:

A. Reasonable Opportunity. The member will have a reasonable opportunity to dispute the reason for the disconnection or refusal.

B. 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 will be made available.

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 their first name and have immediate access to current, detailed information concerning the member's account and previous contacts with the Cooperative.

C. 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 6.5 of this tariff.

D. 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 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.

E. Disputed bill. If the member has received notice of disconnection and has a reasonable dispute concerning a bill for electric 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 IUB in the event the member files a written complaint with the IUB.

F. 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 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 business hours, all reasonable efforts shall be made to reconnect electric service for the member no later than 11 a.m. the next day. The Cooperative normally makes an effort to reconnect after normal business hours if the member contacts our afterhours call center and agrees to have payment for the employee making the reconnection or makes other suitable arrangements. Reconnections will not be made between the hours of midnight and 7:30 a.m.

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

G. Severe cold weather. A disconnection will not take place where electricity is known to be 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 Iowa Code 199-20.4(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 this tariff.

The Cooperative will, prior to November 1, publish a notice in its newsletter 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.

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

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

Verification shall postpone disconnection for 30 days. In the event service is terminated within 14 days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provisions. If the member 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 6.12"F".

I. 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.

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

6. 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 will provide assistance by discussing patterns of electric usage which may be readily identifiable, performing a walk thru audit, and identifying sources of energy conservation information and financial assistance which may be available to the member. If appropriate a more detailed audit will be recommended to the member.
7. 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 Iowa Code 199-20.4(11)"c"(1)"4" provided the Cooperative complies with all appropriate provisions of Iowa Code 199—20.4(15)"d".

6.2 Insufficient Reasons for Denying Electric Service 199-20.4(16)

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

1. Delinquency in payment for service by a previous occupant of the premises to be served.
2. Failure to pay for merchandise purchased from the Cooperative. A line extension is not considered merchandise under this exception.
3. Failure to pay for a different type or class of service.
4. Failure to pay the bill of another member as guarantor thereof.

5. Failure to pay the back bill rendered in accordance with Iowa Code 199—20.4(14)"d" (slow meters).
6. Failure to pay a bill rendered in accordance with Iowa Code 199—20.4(14)"f".
7. Failure of a residential member to pay a deposit during the period November 1 through April 1 for the location at which the member has been receiving service.
8. If a creditworthy applicant for service is able to satisfy any deposit requirements. An individual who resided at the premise during the time a bill at the premises became delinquent shall not be considered creditworthy.

6.3 Prior Indebtedness

1. 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.
2. 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 be deemed to occupy the premises for purposes of this paragraph, even though said individual may not live on the premises.

6.4 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.

6.5 Member Rights and Responsibilities to Avoid Disconnection

199-20.4(15)(d)(3)

The following is a summary of member's rights and responsibilities under the rules of the Utilities Division of the Iowa Department of Commerce to avoid disconnection of 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 Maquoketa Valley Electric Cooperative (MVEC) that says my electric service will be shut off because I have a past due bill?

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

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

- a. Contact MVEC as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, MVEC 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 MVEC and still owe money, you may qualify for a second payment agreement under certain conditions.
- c. If you do not make the payments you promise, MVEC may shut off your electric service on one day's notice unless all the money you owe MVEC is paid or you enter into another payment agreement.

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

- a. Contact the local community action agency in your area: (MVEC will provide list to members); or
- b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319-0069; telephone (515) 281-0859. To prevent disconnection, you must contact MVEC prior to disconnection of your service.
- c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify MVEC 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 Members Only)

Contact MVEC if you believe this is the case. Contact your doctor or a public health official and ask the doctor or health official to contact MVEC and state that shutting off your utility service would pose an especial health danger for a person living at

your residence. The doctor or public health official must provide a written statement to the MVEC office within 5 days of when your doctor or public health official notifies MVEC of the health condition; otherwise, your utility service may be shut off. If MVEC receives this written statement, your service will not be shut off for 30 days. This 30-day delay is to allow you time to arrange payment of your utility bill or find other living arrangements. After 30 days your service may be shut off if payment arrangements have not been made.

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

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

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

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

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

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

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

- a. MVEC will turn your service back on if you pay the whole amount you owe or 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, MVEC will make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, MVEC will do it by 11 a.m. the next day. Reconnections will not be made between the hours of midnight and 7:30 a.m.
- c. MVEC may charge you a fee to turn your service back on. Those fees may be higher in the evening or on weekends, so you may ask that your service be turned on during normal MVEC business hours.

9. Is there any other help available besides MVEC?

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

Section 7 METER INSTALLATIONS 199-20.2(4)(m); 20.3(1)

7.1 Ownership

The Cooperative will furnish the meter socket and furnish and install the meter. The meter may include additional or special equipment that enables certain functions to be performed from a remote location, including the disconnection or reconnection of service. The Cooperative will furnish, install and maintain such equipment if it is installed. The Cooperative reserves the right to determine under what circumstances such equipment will be installed. The member 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 furnish the current transformer meter loop and meter. Meter sockets shall be maintained by the member and if replacement is required, the Cooperative will furnish the socket, but the member shall arrange for its installation.

7.11 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.

7.12 Meter Placement

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

Meter poles shall be a minimum 30 foot class 6 and are owned and maintained by the member. The Cooperative may install the pole at the member's request and expense (see Section 5.37).

Meter pedestals are available for underground services if desired by the member. These pedestals will be owned and maintained by the Cooperative, but the initial cost will be charged to the member (see Section 5.37). The breakers within the pedestal are owned and maintained by the member.

7.13 Multi-occupancy Premises 199-20.3(1)

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

Exceptions:

- electricity used in centralized heating, cooling, water heating, or ventilation.

- in a facility designated for elderly or handicapped persons where utility costs are not apportioned to individual tenants.
- when approved by the IUB and the Cooperative.
- where impractical as determined solely by the Cooperative.

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

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

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

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

7.2 Types of Meter Loop Installations

The following are a number of approved installations.

7.21 Self-Contained Metering

For loads not in excess of 320 amperes.

7.22 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.

Members requesting CT Metering for loads under 320 amperes will be charged for the incremental cost of providing such metering in accordance with Section 5.37.

7.3 Temporary Meter Loops (Construction Sites)

The member shall furnish and install any temporary meter loop to provide electric service for construction until a permanent meter loop is installed.

7.4 Primary Metering

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

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.

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Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Section 8 UNDERGROUND ELECTRIC FACILITIES

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 underground service, it may be provided at the sole discretion of the Cooperative as the Cooperative determines to be reasonable and feasible. The applicant will pay extension charges in accordance with the applicable portions of Section 5 of this tariff.

8.2 Specifications

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

8.3 New Underground Facilities – Platted Areas

The Cooperative will develop a written agreement for installing an underground distribution system, including primaries, secondaries, services, pad mount transformers, and street lighting facilities in a platted real estate development. (See Section 5)

8.31 Easements

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

8.32 Grade

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

8.4 Construction Moratorium

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

Section 9 WIRING STANDARDS 199-20.2(4)(1)

9.1 Cooperative's Requirements

9.11 Wiring Specifications

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

9.12 Inspections

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

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.

9.3 Member's Responsibility

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

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

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

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

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Section 10 METER READING 199-20.3(6)

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 using a plus or minus four day window.

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

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

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

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

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Section 11 BILLING PROCEDURE 199-20.4(12); 20.2(4)(v)

11.1 Type of Billing

A bill for electric service will be mailed to each member on or about the 8th day of each month showing the present and previous meter readings, kWh consumed, energy charge, energy cost adjustment factor, previous balance, applicable taxes, late payment charge, franchise fees, net and gross amount due and the member's name and location.

11.2 Billing Period 199-20.3(6)

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

11.3 Due Date

Bills are rendered on or about the 8th day of each month and are due and payable immediately. The bill becomes delinquent if payment is not received by the 1st business day following the 27th and a late payment charge may be applied. If payment is made by check or other negotiable instrument where the funds are not immediately available, the 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. Payments received by mail after the due date and postmarked on or before the due date will be accepted without a late payment charge.

11.31 Bill

The bill shall be the amount computed by applying the applicable price schedule to the consumption with all applicable taxes and fees. A Cooperative representative will explain the various components of the bill to a member upon request.

11.32 Late Payment Charge 199-20.4(12)

The late payment charge will be calculated at 1.5% of the past-due amount.

11.33 Forgiveness of One Late Payment 199-20.4(12)

Each account shall be granted one complete forgiveness of a late payment charge for each calendar year. This shall be applied to the first such event of the calendar year.

11.34 Change of Date of Delinquency 199-20.4(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 good cause in writing. Good cause includes but is not limited to the date each month upon which income is received by the person responsible for payment. Members needing to take advantage of this provision should contact the Cooperative.

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.

If a bill is not received by the member, an estimated payment should be made and the Cooperative contacted in order to avoid a late payment charge.

11.5 Level Payment Plan 199-20.4(12)

The Cooperative will permit a level payment plan to all residential members or other members whose consumption is less than 3,000 kWh per month. The level payment plan will be designed to limit the volatility of a member's bill and maintain reasonable account balances. The level payment plan is available to each eligible member when the member initially requests service, or anytime during the calendar year.

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 member may not rejoin the payment plan within the next six months of termination.

The monthly level payment plan amount will be approximately 1/12 of the projected cost for the next 12 months subject to any adjustments discussed below. Said cost will be estimated using projected energy usage under normalized weather conditions, the appropriate price schedule including taxes and fees, and the projected average annual power cost adjustment based on the projected wholesale power rate for that year.

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 initially computed at the time of entry into the plan and shall be recomputed at least annually. The level payment amount may be recomputed up to quarterly, or upon request 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 new monthly level payment calculation. If the account balance is a credit in excess of \$100, the member will have the option of applying the credit to future payments or of obtaining a refund.

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

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. A delinquency includes failure to pay the full amount due under the plan even if the account carries a credit. The level payment plan may be terminated by the Cooperative after 30 days of delinquency by written notice to the member.

11.6 Parties Responsible for Payment

All adult residents of a residential premise, shall be jointly and severally liable for all bills for service at said premise. Spouses are jointly and severally liable for payment of bills, except in the case where one spouse has specifically notified the Cooperative in writing that they intend to contract separately for electric service. Acceptable instances for a spouse to separately contract for residential service shall be limited to pending divorces.

11.7 Billing Information

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

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

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

Section 12 COLLECTIONS

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 charges will apply, and disconnection/collection procedures will be instituted in accordance with Section 6.

12.11 Payment Agreements 199-20.4(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 Cooperative for residential electric service and is not in default of a previous payment agreement with the Cooperative, the 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 known to the Cooperative. The Cooperative may require the person to confirm financial difficulty with an acknowledgement from the Department of Human Services or another recognized agency.

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 previous 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 previous payment agreement the option of spreading payments evenly over at least 6 months by paying specific amounts at scheduled times.

The agreement shall also include provision 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.

The Cooperative may offer the member the option of making the agreement over the telephone or through other electronic

transmission. When the member makes the agreement in said manner, the Cooperative will send 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 or electronic agreement. The document will be considered sent to the member when addressed to the member's last-known mailing address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the document shall be considered sent 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 Cooperative to the contrary within ten days from the date the document was sent, it will be deemed that the member accepts the terms as reflected in the written document. The document stating the terms and agreements shall include the address and a toll-free telephone number where a qualified representative of the Cooperative can be reached. By making the first payment, the member confirms acceptance of the terms of the oral 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 period or longer than 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 at its sole discretion.

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 send 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 sent to the member when addressed to the member's

last-known mailing 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 sent to the member when handed to the member or when delivered to the last-known address of the person responsible for the payment for the service. A member may ask the IUB for assistance in working out a reasonable payment agreement. The request for assistance must be made to the IUB within ten days after the written refusal was sent. 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 \$30 charge for processing returned checks, drafts or orders will apply. Bills are not considered paid with such checks, drafts or orders and the late payment charge will also be applied.

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 may require future payments for service rendered be made by cash, post office money order or other legal tender acceptable to the Cooperative.

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 shall apply and collection will proceed as in Iowa Code 199—20.4.

- A. Payment in full of past due charges and late fees or payment in accordance with Subsection 12.11, if applicable, shall be made.
- B. The member shall pay a reconnection fee of \$50 if the trip is completed on regular time and \$75 if any part of the trip is on overtime. The reconnection fee shall be \$50 if the account is reconnected remotely regardless of the time of day. 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.
- C. Before service is restored, bills shall be paid and/or the member shall make satisfactory credit arrangements at the office of the Cooperative.
- D. Reconnection of service will not be made between the hours of midnight and 7:30 a.m.

Section 13 METER TESTING 199-20.6

13.1 Routine Testing

The Cooperative shall test all watt hour meters for accuracy and mechanical condition in accordance with the IUB regulations. Meters and associated devices shall normally be tested within 180 days after they are removed from service. Such tests shall be made before the meters and associated devices are adjusted, repaired, returned to active service or retired.

13.11 Limits

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

13.12 New Meters

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

13.2 Request Test

Upon request by a member, accompanying payment of a \$30 fee plus applicable taxes, 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 member within 10 days of the completed test and a record of each test shall be kept on file at the Cooperative's office. The Cooperative shall give the member or a representative of the member the opportunity to be present while the test is conducted.

If the test finds the meter is not accurate within the limit of Section 13.11, the Cooperative will refund the member's \$30 payment without interest

13.21 Referee Tests

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

Within five days of receipt of the written request and payment, the IUB 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 IUB 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 IUB shall issue its report within 15 days after the test is conducted, with copy to the member and the Cooperative. All charges incurred by the Cooperative from the IUB shall be passed on to the member requesting the referee test.

13.3 Adjustments of Bills 199-20.4(14)

13.31 Meter Error

Whenever a meter creeps or whenever a metering installation is found upon any test to have an average error of more than 2% for watt hour metering; or a demand metering error of more than 1.5% 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.

13.32 Determination of Adjustment

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

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

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

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 due to creep 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 IUB.

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

13.33 Refunds

If the recalculated bills indicate that five dollars (\$5) or more is due an existing member or ten dollars (\$10) or more is due a person no longer a member of the Cooperative, the Cooperative will 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 will be mailed to such previous member at the last known address, and the Cooperative will, upon demand, within three months thereafter refund the same. Refunds shall be completed within six months following the date of the metering installation test.

13.34 Back Billing

The Cooperative will normally back bill for amounts exceeding \$25.

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

13.35 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 IUB. The Cooperative is not required to pay interest on an overcharge.

13.36 Undercharges 199-20.4(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 IUB. The maximum back bill shall not exceed the dollar amount equivalent to the tariff rate for like charges (e.g., usage-based, fixed or service charges) in the 12 months preceding discovery of the error unless otherwise ordered by the Board. Neither Section 13.34 nor Section 13.36 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 199-20.2(4)(u)

Where an accidental ground is found on the member's equipment, and is 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 rebill the member for the estimated normal consumption for each billing period at the standard price applicable to the particular installation, plus billing for the "lost energy". The "lost energy" due to the ground is assumed to be the difference between the measured consumption for any period and the estimated normal total consumption for that period as determined above. The member 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.

Section 14 UNCOLLECTED ACCOUNTS 199-20.2(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 reconnection fee as per Section 12.3, plus a deposit for service as per Section 3.31, or as may reasonably be required for service for short periods or special occasions, unless an agreement has been made as applies in Section 6.

14.2 Collection Agency

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

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.

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Section 15 TEMPORARY DISCONNECTS

15.1 Definition

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 Requirements

A temporarily disconnected service which has been disconnected for 24 months or longer will not be reconnected or energized until the installation passes an inspection conducted by the State of Iowa, a municipality or other governmental agency under the authority of the Iowa statewide electrician's licensing and inspection program. If 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 service disconnected temporarily and the Cooperative deems him/her to be eligible for such temporary disconnection, the following charges and rules will apply:

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

Section 16

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Section 17 SERVICE CALLS

17.1 Cooperative's Responsibility, Limit of Liability

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

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

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

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 delivery point, except the meter, generally 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.

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

17.3 Charges

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

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

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Section 18 RELOCATION OF FACILITIES

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18.1 Cooperative's Facilities

Relocation or modification of facilities are explained in Sections 5.3 and 5.35.

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 delivery point, excluding the meter, generally 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.

Should a member request the Cooperative to move poles, wires, anchors, or guys or other facilities belonging to the member, said move will be made only when the work load of the Cooperative will permit it and when the member pays the 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. (See Section 5).

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 may require the assistance of the Cooperative, shall apply to the Cooperative at least two weeks in advance of said move. A \$100 fee must accompany the application. This non-refundable fee covers the Cooperative's time and resources necessary to drive the proposed route and determine what Cooperative resources will be needed to facilitate the move.

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

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

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Section 18 RELOCATION OF FACILITIES

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

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

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Section 19 USE OF COOPERATIVE FACILITIES

Section 19 USE OF COOPERATIVE'S FACILITIES BY OTHERS

19.1 Cooperative Facilities

No one, without the written consent of the Cooperative, may use any of the poles, structures or other facilities of the Cooperative for fastening thereto, support or for any other purpose whatsoever, nor shall anyone locate anything in such proximity to the aforesaid facilities of the Cooperative of the Cooperative so as to cause, or likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith.

19.2 Meter Pole

The meter pole, if any, shall be provided, owned and maintained by the member as set forth in Subsection 7.12. All attachments thereto shall be so installed as not to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith.

19.3 Poles Owned by Cooperative

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 may remove same without notice or liability.

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Issued By: James M. Lauzon
Maquoketa Valley Electric Cooperative

Title: CEO / Executive Vice President
Section 20 DAMAGE TO FACILITIES

Section 20 DAMAGE TO COOPERATIVE'S FACILITIES

20.1 Member's Responsibility

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

- A. Damage caused by overloading of transformers.
- B. Damage caused by improper or faulty wiring.
- C. Damage to poles, guys, meters, or other equipment caused by vehicles considered to be the responsibility of the member.
- 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 these rules and regulations.

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Title: CEO / Executive Vice President
Section 21 LIGHTING SERVICES

Section 21 LIGHTING SERVICES

21.1 Definition

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

Public Street and Highway Lighting Service shall be defined as electric service 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

Outdoor (Security) Lighting Service is available to all members under the terms and conditions in Rate 20 and this section.

Public Street and Highway Lighting Service is available to all members under the terms and conditions in Rate 10 and this section.

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 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.

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

21.3 Maintenance of Outdoor Lighting Equipment

The Cooperative shall maintain the said lighting equipment, including the lamp replacement, at no additional cost to the member beyond the monthly rate. Maintenance will be completed as promptly as practicable during regular working hours, after the member has notified the Cooperative of the need for maintenance of the lighting equipment.

21.4 Member Permission

In requesting a light, the member authorizes representatives of the Cooperative to enter upon the member's premises to install said lighting equipment, for the maintenance of said lighting equipment, and to trim trees and/or shrubbery as

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Maquoketa Valley Electric Cooperative

Title: CEO / Executive Vice President
Section 21 LIGHTING SERVICES

necessary for an adequate lighting pattern, and for the removal of said lighting equipment upon request of the member or upon termination of the service.

21.5 Disclaimer of Liability/Limitation of Liability

Although the Cooperative has agreed, pursuant to this tariff, to provide certain maintenance for Private Outdoor (Security) and Public Street and Highway Lighting Service equipment, the Cooperative does not have the ability to continuously monitor the equipment and disclaims any and all liability from such maintenance activities or the failure to perform such activities, whether the lighting equipment is owned by the Cooperative or the member. 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 is encouraged to notify the Cooperative if the member believes the lighting equipment needs maintenance or is inadequate for the member's needs.

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Title: CEO / Executive Vice President

Section 22 SPECIAL CONDITIONS OF SERVICE

22.1 Corrective Equipment

Welders, hoists, grain dryers, and other equipment, where the use of electricity is intermittent, or the load fluctuates rapidly, shall be installed and used in such a manner as to not adversely affect voltage regulation or impair the Cooperative's service to other members.

When said equipment is found to create 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

22.31 Safety Requirements

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

22.32 Protective Devices

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

22.33 Large Motor Applications

Soft starts are required to limit inrush currents on single phase motors larger than 15 horsepower and three phase motors larger than 25 horsepower. The Cooperative reserves the right to limit the number and size of motors installed on a service in order to ensure that voltage flicker and voltage sag requirements are met.

22.34 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.

22.4 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.

22.5 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 standby power under any conditions.

22.6 New Structure Energy Conservation Standards 199-36.7

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

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Section 23 COMPLAINTS 199-20.2(4)(y); 20.4(2)

23.1 Member Complaints

Member complaints will be acted upon promptly. Telephone number 319-462-3542 is answered continuously.

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

Any complaints or concerns regarding stray voltage will be addressed as set forth in the Iowa Stray Voltage Guide, which can be obtained by contacting the Cooperative or through www.iowastrayvoltageguide.com.

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

Members unable to travel will not be denied the right to be heard. Provision will be 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 service problems and complaints shall be filed in the member's file at the Cooperative office.

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

In case the complaint cannot be resolved, the member or the Cooperative can refer the problem to the Cooperative's Board and/or the IUB for resolution of the issues.

Section 24 INSPECTION OF ELECTRICAL PLANT 199-25.3

24.1 Periodic Inspection

The Cooperative will periodically inspect all of its electric plant in accordance with Iowa law 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 Filing

Records of deficiency, including the corrective action taken, shall be regularly filed at the Cooperative and retained for one inspection cycle.

24.3 Construction and Maintenance

The Cooperative will construct and maintain its electric plant in accordance with RUS standards, good engineering practice and applicable regulations of the IUB 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. (Refer to the Cooperative's Reliability Plan and its Right-of-Way brochure.)

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Section 25 COGENERATION AND SMALL POWER PRODUCTION 199.45

25.1 Definitions

25.11 Small Power Production Facility

A small power production facility is a generating facility of 80MW or less where the primary energy source is renewable including hydro, wind, solar, biomass, waste or geothermal resources.

25.12 Cogeneration Facility

A cogeneration facility is a generating facility that sequentially produces electricity and another form of useful thermal energy, such as heat or steam, in a way that is more efficient than the separate production of both forms of energy.

25.13 Avoided Cost

The term "avoided cost" means the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source. The Cooperative is a member of Central Iowa Power Cooperative (wholesale supplier) and has an all requirements contract with that wholesale supplier. Thus, FERC recognizes that the avoided cost for the Cooperative is the wholesale supplier's avoided cost. (Refer to Central Iowa Power Cooperative's Rate Schedule C.)

25.2 Applicability

This section shall apply to any member or third party within the Cooperative's assigned service area owning or leasing a cogeneration or small power production facility, whether certified as a qualifying facility under PURPA or not. This section does not apply to standby generation intended solely to operate when the electric grid is unavailable or when being tested.

25.3 Interconnection Requirements

All parties seeking to install any generation that will operate in parallel with the Cooperative's grid shall contact the Cooperative prior to beginning the installation, and are encouraged to contact the Cooperative prior to finalizing their design. An Application for Interconnection form shall be requested from the Cooperative and shall be submitted prior to beginning installation.

Once the Application for Interconnection has been approved, the applicant is required to sign the Cooperative's Standard Interconnection Agreement outlining the details of; the interconnection requirements for the project, system improvement costs, if any, are to be paid by the project, operating requirements, purchase agreement for any excess capacity or energy, and any other contractual arrangements needed for the project.

Upon receipt of the Standard Interconnection Agreement by the Cooperative, the project may begin construction.

Upon completion of the project, but before it is connected to the grid, a Certificate of Completion shall be submitted to the Cooperative. All projects must be inspected by the State electrical inspector having authority and the inspection report must be attached to the Certificate of Completion.

Upon receipt of the Certificate of Completion, the Cooperative will issue a final letter authorizing the connection to the grid.

Failure of the applicant to comply with the Cooperative's ongoing requirements for parallel generation shall be justification for discontinuance of such parallel operation in such a manner as to least inconvenience the applicant until such time as full compliance has been accomplished.

Any generation source connected to the grid prior to receipt of approval from the Cooperative will result in the electric service to the facility being disconnected by the Cooperative without notice.

By connecting to the grid, the applicant agrees that the Cooperative may inspect the facility at any time during normal business hours.

25.31 Interconnection Evaluation Charges

Under 100 KW

No charge will be assessed for evaluating the Application for Interconnection form and determining if the existing electric grid system can handle the proposed generation.

100 KW and Above

Any charges incurred by the Cooperative by a third party, such as the transmission provider, will be assessed to the project. An estimate of the charges will be provided to the applicant and must be paid in advance of the studies being completed.

25.4 Purchase Power Agreement

The Cooperative has signed an agreement with Central Iowa Power Cooperative (wholesale supplier) and its member systems limiting the maximum size of a facility for which the Cooperative can directly purchase power to 500KW. A facility in excess of that amount will be directed to the wholesale supplier for negotiation of a purchase power agreement.

Facilities under 500KW may sell their production output directly to the Cooperative through a negotiated rate or Central Iowa Power Cooperative's Rate Schedule C, the avoided cost of the wholesale supplier's system.

25.5 Wheeling Charges

Cooperative/CIPCO 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/CIPCO in accordance with any applicable regulations. In addition, Cooperative/CIPCO 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/CIPCO 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 under this section as if the facility were supplying electricity directly to such electric utility. The rate for purchase by the electric utility to which such electricity is transmitted shall be adjusted downward according to the mutual agreement of the transmitting and receiving utilities, to reflect any wheeling line losses and shall not include any charges for transmission.

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Section 26 ELECTRIC TAX ADJUSTMENT RIDER No.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 Iowa Code 423.2, shall be applied to all billings for electric service, unless exempted under the provisions of Iowa Code 423.3 and regulations applicable thereto.

Local Option Sales Tax: Where a local option tax, as set forth in Iowa Code 422B, 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 Iowa Code 701-107.9.

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

Maquoketa Valley Electric Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 27 FORMS AND CONTRACTS
 Original
Cancels
Sheet No. 66
Sheet No.

Section 27 FORMS AND CONTRACTS 199-20.2(4)(e)(f)(g)

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

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Title: CEO / Executive Vice President

Section 28 RATES

28.01 General 199-20.4(1)

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

28.02 Special Charges

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

28.03 Rate Schedules

The Cooperative currently offers the following rate schedules:

Section 28.1	Rate 01 & 51	Single-phase farm/non-farm/small business Not available after May 1, 2016.
Section 28.2	Rate 101 & 151	Single phase time of use
Section 28.3	Rate 03 & 53	Multi-phase farm/non-farm/small business Not available after May 1, 2016
Section 28.4	Rate 103 & 153	Multi-phase time of use
Section 28.5		<i>reserved for future use</i>
Section 28.6		<i>reserved for future use</i>
Section 28.7	Rate 07	Special Time of Use Large Power Service
Section 28.8– 28.9		<i>reserved for future use</i>
Section 28.10	Rate 10	Street Lighting
Section 28.11	Rate 111	Heat Plus (formerly Rate 11)
Section 28.12 – 28.13		<i>reserved for future use</i>

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Section 28.16		Alternative Energy Purchase Program
Section 28.17		<i>reserved for future use</i>
Section 28.18	Rate 18	Seasonal Large Power
Section 28.19		<i>reserved for future use</i>
Section 28.20	Rate 20	Security Lighting
Section 28.21	PCA 1	Power Cost Adjustment 1
Section 28.22	PCA 2	Power Cost Adjustment 2
Section 28.23	PCA 3	Power Cost Adjustment 3
Section 28.24	PCA 4	Power Cost Adjustment 4

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Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Section 28.1 Rate Schedule 01 or 51

Rate Designation: 01 or 51 Single-phase Farm/non-Farm/Small Business
Rates 01 and 51 are inactive effective May 1, 2016 however remain in this tariff to facilitate calculations in Rates 101 and 151.

Class of Service: 120/240 volt, single-phase alternating current, farm and non-farm residences, and small commercial establishments.

Service Area: All areas.

Availability: This rate is not available after May 1, 2016 and is included only for calculating the cap in Rate 101.

Monthly Rate:

Basic Service Charge	\$33.25 per month
Energy Charge:	
First 1000 kWhs per month	\$0.1020 each kWh
Over 1000 kWhs per month	\$0.0859 each kWh

All applicable taxes are added to the costs shown.

Minimum: The minimum monthly charge, under the above rates, shall be \$ 33.25 per month plus applicable taxes for which no kWhs will be furnished.

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

Restrictions: The Cooperative reserves the right to limit the capacity of any single-phase service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperatives facilities. All other restrictions per tariff Section 22 also apply.

Power Cost Adjustment: This rate is subject to PCA Rider No. 1, Section 28.21

Section 28.2 Rate Schedule 101 or 151

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

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

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

Availability: Applicable for single-phase service through a single meter to a member using the Cooperative's standard service as described in Section 4 of this tariff.

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

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

Monthly Rate:

Basic Service Charge: \$ 33.25 per month

Energy Charge:

On-Peak hours: \$0.16000 per kWh

Off-Peak hours:

First 750 kWhs per month \$0.08000 per kWh

Over 750 kWhs per month \$0.06490 per kWh

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

Interim Cap: Bills shall be calculated under the pricing of Rate 1 (51) and if the billing under Time of Use Rate 101 (151) exceeds the amount calculated under Rate 1, a credit shall be applied to the bill for the amount in excess of 10% of the differential. This credit will be reduced or eliminated in the future and is intended to assist members as they transition to the time of use structure.

Issued: February 13, 2019

Effective: April 1, 2019

Issued By: Jeremy Richert

Title: CEO / Executive Vice President

Minimum: The minimum monthly charge, under the above rates, shall be \$ 33.25 per month plus applicable taxes for which no kWhs will be furnished.

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

Restrictions: The Cooperative reserves the right to limit the capacity of any single-phase service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperatives facilities. All other restrictions per tariff Section 22 also apply.

Power Cost Adjustment: This rate is subject to PCA Rider No. 1, Section 28.21

Section 28.3 Rate Schedule 03 or 53

Rate Designation: 03 or 53 Multi-phase – Farm/Non-Farm/Small Business

Rates 03 and 53 are inactive effective May 1, 2016 however remain in this tariff to facilitate calculations in Rates 103 and 153.

Class of Service: Multi-phase alternating current at a standard voltage per Section 4.3 of the tariff to small commercial facilities, farms and other similar locations requiring multi-phase service.

Service Area: All areas.

Availability: This rate is not available after May 1, 2016 and is included only for calculating the cap in Rate 103

Monthly Rate:

Basic Service Charge	\$68.25 per month
Energy Charge:	
First 1000 kWhs per month	\$0.1020 each kWh
Over 1000 kWhs per month	\$0.0859 each kWh

All applicable taxes are added to the costs shown.

Minimum: The minimum monthly charge, under the above rates, shall be \$68.25 per month net plus applicable taxes for which no kWhs will be furnished.

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

Restrictions: The Cooperative reserves the right to limit the capacity of any multi-phase service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperative facilities. All other restrictions per tariff Section 22 also apply.

Power Cost Adjustment: This rate is subject to PCA Rider No. 1, Section 28.21.

Section 28.4 Rate Schedule 103 or 153

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

Class of Service: Multi-phase alternating current at a standard voltage per Section 4.3 of the tariff to small commercial facilities, farms and other similar locations requiring multi-phase service.

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

Availability: Applicable for small multi-phase service through a single meter to a member using the Cooperative's standard service as described in Section 4 of this tariff. New loads connecting after November 1, 2012 with a demand or expected demand in excess of 200 kW are not eligible for service under this rate.

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

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

Monthly Rate:

Basic Service Charge:	\$ 68.25 per month
Energy Charge:	
On-Peak hours:	\$0.16000 per kWh
Off-Peak hours:	
First 750 kWhs per month	\$0.08000 per kWh
Over 750 kWhs per month	\$0.06490 per kWh

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

Interim Cap: Bills shall be calculated under the pricing of Rate 3 (153) and if the billing under Time of Use Rate 103 (153) exceeds the amount calculated under Rate 3, a credit shall be applied to the bill for the amount in excess of 10% of the differential. This credit will be reduced or eliminated in the future and is intended to assist members as they transition to the time of use structure.

Issued: February 13, 2019

Effective: April 1, 2019

Issued By: Jeremy Richert

Title: CEO / Executive Vice President

Minimum: The minimum monthly charge, under the above rates, shall be \$68.25 per month net plus applicable taxes for which no kWhs will be furnished.

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

Restrictions: The Cooperative reserves the right to limit the capacity of any multi-phase service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperative facilities. All other restrictions per tariff Section 22 also apply.

Power Cost Adjustment: This rate is subject to PCA Rider No. 1, Section 28.21.

Section 28.7 Rate Schedule 7

Rate Designation: 7 Special Time of Use Large Power Service

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

Service Area: The Cooperative's entire certified service area

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

Monthly Rate: BASIC SERVICE CHARGE \$125.00 per month

DEMAND CHARGES

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

SEASONAL DEMAND CHARGE \$9.50 /kW/month

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

MONTHLY DEMAND CHARGE \$6.19 / kW/month

ENERGY CHARGES

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

ENERGY CHARGE 37.641 mills/kWh

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

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

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

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

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

Section 28.10 Rate Schedule 10

Rate Designation: 10 Street Lighting - Non-Metered

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

Service Type: Roadway lighting

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

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

Rate: Cobra Head – Monthly rate plus all applicable taxes

54 Watt LED	22 kWh	\$6.40 each per month
92 Watt LED	40 kWh	\$11.88 each per month
143 Watt LED	56 kWh	\$15.70 each per month
70 Watt HPS*	28 kWh	\$5.50 each per month
100 Watt HPS*	40 kWh	\$6.40 each per month
250 Watt HPS*	100 kWh	\$11.88 each per month
400 Watt HPS*	160 kWh	\$15.70 each per month
175 Watt MV*	100 kWh	\$11.25 each per month
Adder for non-standard mounting arms		\$3.00 each per month

Decorative: - Monthly rate plus all applicable taxes

54 Watt LED	22 kWh	\$7.20 each per month
70 Watt HPS*	28 kWh	\$6.20 each per month
100 Watt HPS*	40 kWh	\$7.20 each per month
Adder for fiberglass pole		\$3.00 each per month

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

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

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

Section 28.11 Rate Schedule 111 (note: previously designated as Rate 11)
Rate Designation: 111 Heat Plus

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

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

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

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

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

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

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

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

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

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

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

Monthly Rate:

Basic Service Charge: \$3.50 per month

Energy Charge:

For energy use October through May, the Heat Plus meter kWh are billed at: 4.0 ¢ per kWh.

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

Billing: The bill is the amount computed when applying the power cost adjustment and the rate to the number of kWhs consumed and metered under the Rate 111 meter. The minimum monthly bill will equal the basic service charge, plus applicable taxes if no kWhs are used.

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

Power Cost Adjustment: This rate is subject to PCA Rider No. 2, Section 28.22

Issued: June 17, 2016

Effective: September 1, 2016

Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Section 28.14 Rate Schedule 14

Rate Designation: 14 Time of Use Large Power Service

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

Service Area: The Cooperative's entire certified service area

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

Monthly Rate: BASIC SERVICE CHARGE \$150.00 per month

DEMAND CHARGES

<u>On Peak kW Charge</u>	\$18.09
<u>Off Peak kW Charge</u>	\$5.00

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

ENERGY CHARGES

<u>On Peak kWh Charge</u>	\$0.04213/kWh
<u>Off Peak kWh Charge</u>	\$0.04213/kWh

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

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

Issued: February 17, 2017

Effective: May 1, 2017

Issued By: James M. Lauzon

Title: CEO / Executive Vice President

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

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

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

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

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

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

Restrictions: The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperatives facilities. All other restrictions per tariff Section 22 also apply.

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Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Section 28.16 Alternate Energy Purchase Program 476.47

Program Description

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

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

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

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Effective: September 1, 2016

Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Section 28.18 Rate Schedule 18

Rate Designation: 18 Seasonal Large Power Service

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

Service Area: The Cooperative's entire certified service area

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

Monthly Rate: BASIC SERVICE CHARGE \$150.00 PER MONTH

DEMAND CHARGES

<u>On Peak kW Monthly Charge</u>	\$7.12
<u>On Peak kW Seasonal Charge</u>	\$11.32
<u>Off Peak kW Charge</u>	\$2.50

ENERGY CHARGES

<u>On Peak kWh Charge</u>	\$0.04773/kWh
<u>Off Peak kWh Charge</u>	\$0.04773/kWh

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

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

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

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

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

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Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Maquoketa Valley Electric Cooperative
Electric Tariff
Filed with Iowa Utilities Board

Section 28.18 RATE SCHEDULE 18
Original Sheet No. 82
Cancels _____ Sheet No. _____

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

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

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

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

Restrictions: The Cooperative reserves the right to limit the capacity of any service when, in its judgment, such service will impair the service to other members or such service shall exceed the capacity of the Cooperatives facilities. All other restrictions per tariff Section 22 also apply.

Issued: June 17, 2016

Effective: September 1, 2016

Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Section 28.20 Rate Schedule 20

Rate Designation: 20 Outdoor Area Lighting

Service Area: All of Maquoketa Valley's Service Territory

Service Type: Residential, Commercial and Industrial Outdoor Lighting

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

Fixture Type and Monthly Rates:

	<u>UNMETERED</u>		<u>METERED</u>
	<u>Monthly Rate</u>	<u>Monthly kWh usage</u>	<u>Monthly Rate</u>
<u>Security Lights:</u>			
48 W LED	\$ 9.25/month	20	\$6.40/month
92 W LED	\$12.35/month	40	\$6.40/month
100 W HPS*	\$ 9.25/month	40	\$6.40/month
250 W HPS*	\$12.35/month	100	\$6.40/month
<u>Flood Lights:</u>			
51 W LED	\$11.85/month	22	\$8.90/month
85 W LED	\$14.40/month	40	\$8.90/month
100 W HPS*	\$11.85/month	40	\$8.90/month
250 W HPS*	\$14.40/month	100	\$8.90/month

All amounts are plus applicable taxes.

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

Issued: April 21, 2017

Effective: May 1, 2017

Issued By: James M. Lauzon

Title: CEO / Executive Vice President

Additional Facilities Charge: The Cooperative will extend overhead secondary service for up to 140 ft as needed. Extension of overhead facilities beyond 140 ft. shall be billed on a per foot basis at Cooperative's current published construction costs. If a pole needs to be installed to accommodate the light or service extension, the member must pay for the pole before installation. The pole shall be owned by the member, similar to meter poles. If underground service is required, the Cooperative will provide up to 140 feet of cable. Underground extensions over 140 ft. shall be billed on a per foot basis at Cooperative's current published construction costs. The cost of all trenching will be charged according to Section 5.37. Members may provide their own trenches to Cooperative specifications. The member shall provide conduit when crossing under any pavement, and for the riser if applicable. All charges for facilities shall be paid before the light is installed.

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

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

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

Issued: February 13, 2019

Effective: May 1, 2019

Issued By: Jeremy Richert

Title: CEO / Executive Vice President

Section 28.21 POWER COST ADJUSTMENT – NO. 1

Applicable to most rates as listed in the Rate Schedule.

The energy cost adjustment charge shall provide for change of the price per kWh consumed to equal the average cost per kWh delivered by the Cooperative's system based on the costs of the applicable rates billed by the wholesale power supplier. Prior to each billing cycle the Cooperative shall determine the adjustment amount to be charged for each energy unit consumed under the rates set forth by the Cooperative.

The calculation shall be:

$$E_0 = \frac{C_0 + C_1 + A_1}{J_0 + J_1} - B$$

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

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

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

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

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

$$B = 6.808¢$$

Section 28.22 POWER COST ADJUSTMENT – NO. 2

Applicable to Rate Schedule 111.

The energy cost adjustment charge shall provide for change of the price per kWh consumed to equal the average cost per kWh delivered by the Cooperative's system based on the costs of the applicable rates billed by the wholesale power supplier. Prior to each billing cycle the Cooperative shall determine the adjustment amount to be charged for each energy unit consumed under the rates set forth by the Cooperative.

The calculation shall be:

$$E_0 = C_0 - B$$

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

C_0 is the charge per kwh by the wholesale supplier for the applicable rate, in the current month.

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

$$B = 3.1 \text{ ¢}$$

Section 28.23 POWER COST ADJUSTMENT – NO. 3

Applicable to Rate 14.

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

Energy Adjustment:

$$E_A = (E_W + E_D) - 35.84 \text{ mills}$$

Demand Adjustment:

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

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

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

E_D is the hourly demand charge in mills charged by the wholesale power supplier.

D_A is the demand adjustment charge, applicable to on peak kilowatt usage in the next billing cycle. The amount shall be rounded to the nearest 1.0¢ per KW.

D_P is the peak demand charge in dollars charged by the wholesale power supplier.

D_M is the monthly demand charge in dollars charged by the wholesale power supplier.

Section 28.24 POWER COST ADJUSTMENT – NO. 4

Applicable to Rate 7.

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

Energy Adjustment:

$$E_A = E_W - 35.848 \text{ mills}$$

Seasonal Demand Adjustment:

$$D_{As} = D_S - 8.80$$

Monthly Demand Adjustment:

$$D_{Am} = D_M - 5.89$$

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

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

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

D_S is the seasonal demand charge in dollars per kW, charged by the wholesale power supplier.

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

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

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