



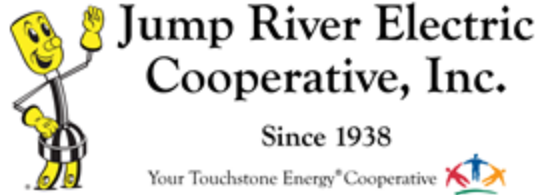
Jump River Electric Cooperative, Inc.

Since 1938

Your Touchstone Energy® Cooperative 

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Member Policy No. 301

I. **SUBJECT:** General

II. **PURPOSE:**

To set forth the general terms and conditions that apply to all Member Policies of the Cooperative.

III. **POLICY:**

- A. The terms and conditions of all Member Policies of the Cooperative shall be a part of every contract for service made by the Cooperative to a Member, unless a contract for service expressly provides otherwise. All capitalized terms and abbreviations used in the Member Policies shall have the definition assigned to it in Member Policy No. 302.
- B. The usual supply of electric service shall be subject to the terms and conditions of the Member Policies; however, where special service supply conditions or problems arise for which provision is not otherwise made, the Cooperative may modify or adapt its Member Policies to meet the peculiar requirements of such cases.
- C. The Member Policies shall be subject to the Cooperative's Articles, Bylaws, and Board Policies. In the event of a conflict between the terms and conditions of the Member Policies and the terms and conditions of the Articles, Bylaws, and/or Board Policies, the terms and conditions of the Articles, Bylaws, and Board Policies shall control.
- D. The Member Policies shall be subject to applicable law, regulation, and code. If any provision of the Member Policies is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of the Member Policies or invalidate or render unenforceable such provision in any other jurisdiction.
- E. Any notices or other communications required or permitted to be given or delivered under the Member Policies shall be in writing and shall be sufficiently given if hand-delivered or sent by first-class certified delivery mail, postage prepaid:
 - 1. If to the Cooperative to Jump River Electric Cooperative, Inc. 1102 West 9th Street North Ladysmith, WI 54848.

2. If to a Member, to the address listed on the Member's application.
 3. Either the Cooperative or the Member may change its address for notices by sending a change of address notice using this notice procedure.
- F. The failure of the Cooperative to enforce any provision of the Member Policies shall not be deemed a waiver of the right to do so. A waiver by the Cooperative shall be effective if explicitly set forth in writing and signed by the Cooperative.
- G. All contracts made by the Cooperative to a Member shall be binding upon and inure to the benefit of the permitted successors, assigns, heirs, executors, and administrators of the Cooperative and Member.
- H. The Member Policies may only be amended, modified, or supplemented at the sole discretion of the Board.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: April 29, 2019

PREVIOUSLY MEMBER POLICY NO. 1

Member Policy No. 302

I. SUBJECT: Definitions & Abbreviations

II. PURPOSE:

The purpose of this policy is to set forth the definitions of capitalized terms and abbreviations as used throughout the Member Policies.

III. POLICY:

As used in the Member Policies, the following terms and abbreviations shall have the following meanings:

- A. ACH. “ACH” shall mean automated clearing house, an electronic funds-transfer system and a means of payment for Members.
- B. Ampere (A). “Ampere” and “A” shall mean a unit of electrical quantity or current.
- C. AMI. “AMI” shall mean advanced metering infrastructure, a system that transmits collected metering data to the service provider.
- D. Annual Demand Charge. “Annual Demand Charge” shall mean the same charge made to the Cooperative by its wholesale supplier, DPC, plus sixteen percent (16%) for distribution system losses and administrative costs and rounded to the nearest ten (10) cents per kWh.
- E. Articles. “Articles” shall mean the Articles of Incorporation of the Cooperative.
- F. Avoided Cost. “Avoided Cost” shall mean the incremental costs to the Cooperative of electric energy or capacity, or both, which, but for the purchase of the Qualifying Facility, the Cooperative would generate itself or purchase from another source. Since the Cooperative is an all-requirements wholesale energy customer of DPC, the Avoided Cost for the Cooperative shall be the avoided cost of DPC.
- G. Board. “Board” shall mean the Board of Directors of the Cooperative.
- H. Board Policies. “Board Policies” shall mean the collective of all Board Policies of the Cooperative.
- I. Bylaws. “Bylaws” shall mean the Bylaws of the Cooperative.

- J. Combined Residential and Commercial Service.
1. “Combined Residential and Commercial Service” shall occur where both Residential Service and Commercial Service are supplied through one (1) service and one (1) meter to the same Member on the same premises. Such Combined Residential and Commercial Service shall be classified as Commercial Service and billed under the Commercial Service rate.
 2. At the option of the Member and at the Member’s expense, connections may be arranged so as to separate the Commercial Service and the Residential Service to permit installation of two (2) meters, in which case the Residential Service rate shall apply to the Residential Service, and the Commercial Service rate shall apply to the Commercial Service.
- K. Commercial Service. “Commercial Service” shall mean a service at a single point of connection to any business enterprise, institution, or organization, other than a farm. Commercial Service may be used for all purposes including lighting and power and shall be furnished under the rate for Commercial Service, provided the required transformer capacity is fifty (50) kVA or less. If provided by the tariff of rates on file, exceptions to the Commercial Service classification may be made in the case of small churches, schools, and community halls.
- L. Consumer. “Consumer” shall mean any person, firm, corporation, or other entity receiving electric service from the Cooperative. Generally, Consumers are Members. Prospective Consumers may be referred to as “applicants”.
- M. Cooperative. “Cooperative” shall mean the Jump River Electric Cooperative, Inc.
- N. DPC. “DPC” shall mean the Dairyland Power Cooperative.
- O. Distribution Facilities. “Distribution Facilities” shall include all wires, cables, poles, towers, fixtures, apparatus, and other equipment installed in the Cooperative’s electric distribution system.
- P. Farm Service.
1. “Farm Service” shall mean a service to one point of connection to a single farm house, farm building, or farm equipment.
 2. In determining those Members to be included in the farm classification, the United States Department of Agriculture definition of a “farm”, as found on its website, should be applied. Subject to changes of such definition, a “farm” is any place from which one thousand dollars (\$1,000.00) or more of agricultural products were produced and sold or normally would have been sold during the year. Agricultural production should be liberally defined so as to include miscellaneous operations such as fur farms for raising fur-bearing animals.

3. Farm Service shall include, in addition to all other uses of energy on farms, the use of energy for processing of materials produced on the farm (i.e. feed grinding and milk pasteurizing). However, if the materials are produced elsewhere, as in the case of commercial feed grinding and commercial poultry hatcheries, creameries, etc., the service shall be classified as Commercial Service.
 4. If three-phase service is required on the farm and is available, it shall be furnished at the applicable rate for three-phase power service.
- Q. FERC. “FERC” shall mean the Federal Energy Regulatory Commission.
- R. GM/CEO. “GM/CEO” shall mean the General Manager and Chief Executive Officer of the Cooperative.
- S. Hertz (Hz). “Hertz” and “Hz” shall mean an alternating current frequency in cycles per second.
- T. Horsepower (Hp). “Horsepower” and “Hp” shall mean a unit of mechanical power equivalent to 0.746 kW of electrical power.
- U. Idle Service. “Idle Service” shall mean an electric service that has been disconnected.
- V. Interconnection Rules. “Interconnection Rules” shall mean Ch. PSC 119, Wis. Adm. Code, “Rules for Interconnecting Distributed Generation Facilities.”
- W. Kilo (k). “Kilo” and “k” shall mean a prefix meaning one thousand (1,000).
- X. Kilovolt (kV). “Kilovolt” and “kV” shall mean one thousand (1,000) V.
- Y. Kilovolt Ampere (kVA). “Kilovolt Ampere” and “kVA” shall mean a unit of apparent electrical power equivalent to one (1) kW at one hundred percent (100%) power factor.
- Z. Kilowatt (kW). “Kilowatt” and “kW” shall mean a unit of electrical power representing energy usage rate that is equivalent to about 1.34 Hp.
- AA. Kilowatthour (kWh). “Kilowatthour” and “kWh” shall mean a unit of electrical energy equivalent to the use of one (1) kW for one (1) hour.
- BB. KVAR. “KVAR” shall stand for kVA-reactive.
- CC. Land Developer. “Land Developer” shall mean a person or persons engaging in Land Development.

- DD. Land Development. “Land Development” shall mean two (2) or more continuous land parcels where two (2) or more parcels are for sale by the party requesting service.
- EE. Large Power Service. “Large Power Service” shall mean a service at a single point of connection to any Member using service primarily for electric motors. Incidental lighting may be included on the same electric service. Those requiring over fifty (50) kVA of transformer capacity shall be classified as “Large Power Consumers” and served under the rate schedule for Large Power Service.
- FF. Maximum Billing Demand Charge. “Maximum Billing Demand Charge” shall mean the maximum kW demand established by the Member in any fifteen (15) minute period during the month for which the bill is rendered.
- GG. Megawatt (MW). “Megawatt” and “MW” shall mean a unit of electrical power representing energy usage rate that is equivalent to one thousand (1,000) kW.
- HH. Member. “Member” shall mean all prospective or current members of the Cooperative. Prospective Members may be referred to as “applicants”.
- II. Member Policies. “Member Policies” shall mean the collective of all Member Policies of the Cooperative.
- JJ. PCA. “PCA” shall mean the power cost adjustment.
- KK. PSC. “PSC” shall mean the Wisconsin Public Service Commission.
- LL. PURPA. “PURPA” shall mean the Public Utility Regulatory Policies Act of 1978, as amended.
- MM. Qualifying Facilities. “Qualifying Facilities” shall mean the definition of Qualifying Facilities under PURPA.
- NN. Required Transformer Capacity. “Required Transformer Capacity” shall be used in connection with determining the minimum bill under a rate schedule. The Cooperative may find it convenient or advisable to install larger transformers than actually required. Where two (2) or more Members are served from the same transformer, the minimum charge for each Member shall be based on the transformer capacity that would normally be installed for his or her individual requirements.
- OO. Residential Service. “Residential Service” shall mean a service to a single private house, apartment, flat, or any other living quarters occupied by a person or persons constituting a distinct household. Residential Service shall include any private garage adjacent to, connected, and used exclusively by the resident. The

Residential Service rate shall not apply to, but shall not be limited to, the following types of establishments, service to which shall be classified as Commercial Service: hotels, recognized rooming houses, clubs, orphanages, tourist camps, and cabins for transient guests.

PP. Volt (V). “Volt” and “V” shall mean a unit of electrical pressure or force.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: April 29, 2019

PREVIOUSLY MEMBER POLICY NO. 2



Jump River Electric Cooperative, Inc.

Since 1938

Your Touchstone Energy® Cooperative 

Member Policy No. 303

I. **SUBJECT:** Terms of Service

II. **PURPOSE:**

The purpose of this policy is to set forth the terms of commencing, continuing, extending, and terminating services provided to Members by the Cooperative.

III. **POLICY:**

A. **Commencement of Service.**

1. Any individual, association, corporation, partnership, or governmental agency who is using or desires to use electric service provided by the Cooperative shall become a Member of the Cooperative. All Members are entitled to electric service and are bound by the Articles, Bylaws, Board Policies, Member Policies, and any other rules and regulations of the Cooperative.
2. An application for membership and electric service shall be made in writing on the form provided by the Cooperative.
 - a. The membership application shall contain all of the following:
 - i. The legal name of the user of service and the person responsible for bill payment, if different than the user.
 - ii. The telephone number of the user of service and the person responsible for bill payment, if different than the user.
 - iii. The address where service is to be provided.
 - iv. The mailing address, if different from the service address.
 - v. The date requested for service to begin.
 - vi. Social security number and date of birth must be provided so that a soft pull credit check can be obtained.
 - vii. The Cooperative reserves the right to require that the membership application contain information other than that listed above.

3. The Cooperative reserves the right to reject any membership application for service that is not available under its rate schedules, that may involve excessive costs, that might affect the supply of service to other Members, for an applicant's unsatisfactory credit, or for any other good reason.
4. Upon acceptance of the membership application by the Cooperative, the membership application shall constitute a contract between the Member and the Cooperative. The Cooperative shall then furnish electric service as promptly as possible in accordance with the Member Policies of the Cooperative, and the Member shall have all rights and privileges of membership as defined in the Articles, Bylaws, Board Policies, Member Policies, and any other rules and regulations of the Cooperative.

B. Continuation of Service.

1. The Cooperative shall endeavor but shall not guarantee to furnish a continuous supply of electric service.
2. The Cooperative shall not be liable for interruptions in service, phase failure or reversal, or variations in the service characteristics or for any loss or damage of any kind of character occasioned thereby due to causes or conditions beyond the Cooperative's control, and such causes or conditions shall be deemed to specifically include but shall not be limited to the following:
 - a. Acts or omissions of Members or third parties;
 - b. Operation of safety devices, except when such operation is caused by the negligence of the Cooperative;
 - c. Absence of an alternate supply of service;
 - d. Failure, malfunction, necessary repairs, or inspection of machinery, facilities, or equipment;
 - e. Acts of God, war, vandalism, acts of terrorism, action of the elements, storm, flood, fire, riot, or civil disturbances; and
 - f. The exercise of authority or regulation by governmental or military authorities.
 - g. The Member shall be responsible for providing immediate notice to the Cooperative of any interruptions or variations in his or her electric service so that appropriate corrective action can be taken.

- h. The Cooperative reserves the right, without previously notifying the Member, to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and State or National emergencies and shall be under no liability with respect to any such interruption, curtailment, or suspension.

C. Extension of Service.

1. The Cooperative's distribution system may be extended to supply service to Members who elect to take service under the rates and provisions of its line extension requirements.
2. The Cooperative shall construct, own, and maintain distribution facilities, whether secondary, primary, or high tension, located on a highway or right-of-way acquired by the Cooperative. Title to all such distribution facilities shall remain in the name of the Cooperative.
3. The Cooperative's obligation to extend its distribution facilities to a new point of delivery may be limited, to the extent warranted by revenue anticipated from the business supplied. Where the business in prospect does not warrant the expenditure required to service it, the Cooperative shall determine from the circumstances of each case what guarantee of revenue and/or what financing shall be required of the Member requesting such service extension.

D. Termination of Service.

1. Any Member desiring to terminate his or her service shall so notify the Cooperative a minimum of five (5) business days in advance so that the service may be discontinued on a mutually agreeable date. Members failing to give proper notice of intent to vacate the premises may be held responsible for use of service until a meter reading acceptable to the Cooperative is obtained.
2. Notice of discontinuance of service prior to the expiration of the term of the contract between the Member and the Cooperative will not relieve the Member from any minimum or guaranteed payment under such contract or its rate.

E. Other Terms of Service.

1. Any Member using service without first notifying and enabling the Cooperative to establish a beginning meter reading may be held responsible for any amounts due for service supplied to the premises from the time of the last reading reported to immediately preceding his or her occupancy.

2. All new services built by the Cooperative shall be considered permanent and built according to applicable code specifications. Temporary services shall not be permitted.
3. No other source or supply of electricity shall be introduced or used by a Member in conjunction with the service supplied to him or her by the Cooperative without the prior written consent of the Cooperative.
4. Members shall not directly or indirectly sell, sublet, assign, or otherwise dispose of any electric service furnished to him or her by the Cooperative without the prior written consent of the Cooperative.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: February 26, 2019
Date Revised: July 26, 2022

PREVIOUSLY MEMBER POLICY NO. 3



Member Policy No. 304

I. **SUBJECT:** Service Installation

II. **PURPOSE:**

The purpose of this policy is to set forth guidelines that the Cooperative and its Members shall follow in the installation of service.

III. **POLICY:**

- A. Member's wiring and equipment shall be installed in accordance with the requirements of the Cooperative, regulations of the National Electric Code, and applicable laws.
- B. Prior to service installation, all requirements of the new service procedures shall be met.
- C. The Cooperative may refuse to make connection to a Member's wiring and equipment, or to continue service thereto when, in its judgment, installation is not in proper operating condition.
- D. The Member shall provide the exact location of the premises and details of electric requirements for the Service. The Cooperative shall designate the point of delivery. The Member will provide a place satisfactory to the Cooperative for transformer, meter, and any other equipment that may be necessary for the installation.
- E. **Service Entrance**
 - 1. The entrance for single-phase service shall be a minimum of two hundred (200) A and the Cooperative shall set the specifications and location of this equipment.
 - 2. Multi-phase service or services greater than two hundred (200) A single-phase service shall require special metering, and the Cooperative shall set the specifications and location of this equipment.
 - 3. All meters shall be installed and located to be readily accessible by Cooperative personnel unless special approval is granted by the Cooperative.

4. Meter loops and service entrances not installed in accordance with applicable codes shall not be connected until the violation is corrected. The Cooperative shall not be under any obligation to inspect and certify compliance with applicable codes and shall not assume any liability for connection of an account not meeting applicable codes. The Member shall be required to furnish the Cooperative with a wiring affidavit signed by a licensed electrician prior to connection.
- F. Service connections shall not be made until the wiring of the premise is in progress or has been completed in accordance with the Cooperative's standard requirements. This is necessary for the protection of the Member, and the Cooperative shall not be responsible for any defect in the Member's wiring or device.
- G. Wiring of any premises for connection to the Cooperative's lines must be brought to a location approved by the Cooperative, at which point the wiring must extend sufficiently for attachment to the Cooperative's service supply lines.
- H. Motor Starting Requirements:
1. All power installations on the Cooperative's lines shall conform to the rules and regulations set forth in the National Electrical Code and in such other applicable codes.
 2. The following general requirements should be adhered to in all power installations:
 - a. Motors shall be equipped with adequate cover for current protection.
 - b. All motors, single-phase, one (1) Hp, and larger, shall be provided with adequate line starting equipment.
 - c. All three-phase motors from one (1) Hp to and including seven and one-half (7 1/2) Hp shall be provided with adequate line starting equipment.
 - d. All motors above five (5) Hp single-phase and above seven and one-half (7 1/2) Hp three-phase shall be provided with an adequate current limiting starting device. A starting device that will automatically return to starting position on interruption of service and that will limit the starting current to eleven (11) A per Hp shall be acceptable.

I. Inspection:

1. Member's wiring and equipment shall be subject to inspection and approval by the Cooperative and/or other agencies having jurisdiction
2. If the Member's wiring does not meet the requirements of the Cooperative and/or applicable law, the service shall not be connected, and the Member shall be advised that the connection shall not be made until the wiring and/or equipment complies with the foregoing.
3. If any wiring defects are found at the time of any inspection, the Member shall correct such defects within a reasonable period of time. If the Member does not correct such defects within a reasonable period of time, the Cooperative may disconnect the Member's service.

J. Limit of Responsibility.

1. The Cooperative shall install and maintain its lines and equipment on its side of the point of delivery but shall not be required to install or maintain any lines, equipment, or apparatus, unless specifically provided for in its schedules, agreements, or writing, beyond this point, except meters and meter accessories.
2. The Cooperative's responsibility extends only to the supply of service at the point of delivery. The Member assumes full responsibility for the current upon the premises at and from the point of delivery, and for the wires, apparatus, devices, and appurtenances used in connection with the service.
3. All equipment supplied by the Cooperative for use of each Member has a definite capacity, and it shall be the responsibility of the Member to notify the Cooperative in writing before any change is made in the total connected load, load characteristics, change of purpose, or location of its installation. Failure to give notice shall render the Member liable for any damage to meters, accessories, transformers, or wires of the Cooperative caused by the additional or changed installation.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: April 29, 2019
Date Revised: July 26, 2022

PREVIOUSLY MEMBER POLICY No. 4



Jump River Electric Cooperative, Inc.

Since 1938

Your Touchstone Energy® Cooperative 

Member Policy No. 305

I. **SUBJECT:** Metering & Metering Equipment

II. **PURPOSE:**

The purpose of this policy is to set forth guidelines that the Cooperative and its Members shall follow regarding service metering and metering equipment.

III. **POLICY:**

- A. The Cooperative shall install, own, and maintain all meters and associated potential and current transformers used in the measurement of electrical loads for billing purposes. The Cooperative normally furnishes a single meter at the point of connection to the Member's premises. Any Member desiring service at two (2) or more separate, metered points of connection to the Cooperative's lines shall be billed separately at such point, and the registrations of such meters shall not be combined for billing purposes.
- B. The Member shall permit only authorized representatives of the Cooperative or other persons lawfully authorized to inspect, test, or remove the meters. If the meters or metering equipment are damaged or destroyed through the neglect of the Member or become inaccessible, the cost of necessary repairs or replacement may be required of the Member. The Member shall allow easy access to the meter by representatives of the Cooperative (i.e., dogs tied, path cleared, shrubs trimmed, etc.).

1. **Location of Meters**

- a. Meters for all services shall be installed outdoors and shall be readily accessible for reading and testing, except as might be approved otherwise by the Cooperative. An authorized representative of the Cooperative shall determine the acceptability of the meter location in all cases.
- b. If meters are located on a building, the meters should be on the gable end. If not, a means of protection shall be required to shield the meter from ice damage. If the meter is located in an area accessible to livestock, the meter shall be protected from damage. If any metering equipment is damaged, the Member shall be responsible for charges to replace or repairs such equipment.

- c. Meter readings for billing purposes shall be provided by the Cooperative. The Cooperative shall provide for reading of meters as provided under the rate schedule. All meter reading schedules shall be determined by the Cooperative.
- d. The Cooperative shall have the right, at its option and its expense, to place special meters or instruments, on the premises of any Member for the purpose of special tests of all, or any part, of the Member's load.

2. Testing of Meters

- a. All testing of metering equipment shall be performed by qualified personnel. The Cooperative may, at its option, either conduct field tests on the Member's premises or remove metering equipment for shop testing.
- b. The Cooperative shall, through test procedures, endeavor to maintain its metering equipment with accurate limits. The Cooperative shall endeavor to test its single- phase meters a minimum of every fourteen (14) years and will use the Wisconsin Administrative Code Public Service Commission Chapter 113 as a guideline for such testing.
- c. Members requesting a special lab test shall pay an advance twenty-five dollars (\$25.00) fee. In the event the test discloses that the meter is registering within the limits of accuracy prescribed, the twenty-five dollars (\$25.00) fee shall be forfeited by the Member.
- d. If the special lab test discloses a positive error that is faster in excess of any average accuracy of two percent (2%), the Cooperative shall refund to the Member the fees paid plus an amount equal to the excess over and above the two percent (2%) allowable average accuracy for the kWh and/or demand incorrectly metered for a period equal to one-half (1/2) the time elapsed since the previous test, but not in excess of six (6) months.
- e. If the special lab test discloses a negative error that is slower in excess of an average error of two percent (2%), the Cooperative may bill the Member for the kWh and/or demand incorrectly metered for a period equal to one half (1/2) of the time elapsed since the last test, but not to exceed six (6) months. The fee deposited shall be applied to any amounts due by the Member to the Cooperative.

- f. If the special lab test discloses that the meter has not been registering for any period, the Cooperative shall estimate the charge for the energy used by averaging the amounts registered over a similar period, preceding or subsequent thereto, or over corresponding periods in the previous years.

3. Billing Adjustments

- a. Back billing due to metering inaccuracies will be limited to the preceding twenty- four (24) months, except that there shall be no time limit where the service was obtained by fraud or deception, including but not limited to theft, intentional current diversion, or tampering with any device.
- b. The Cooperative reserves the right to make final decisions with respect to methods and equipment used in measurement of loads for billing purposes.

4. Meter Tampering.

- a. Meter tampering includes but is not limited to tampering with or bypassing the Cooperative's meter or equipment and other instances of electric service diversion. Meter tampering is illegal, dangerous, and is strictly prohibited. All known occurrences of meter tampering shall result in immediate disconnection of service with or without prior notification. The Cooperative shall notify law enforcement of all instances of meter tampering.
- b. If the meter or other property belonging to the Cooperative is tampered or interfered with, the Member being supplied through such equipment shall pay the amount that the Cooperative estimates is due for service rendered but not registered on the Cooperative's meter, for such replacements or repairs as are necessary, and for the costs of inspection, investigation, and protective installation. A minimum investigation fee of two hundred fifty dollars (\$250.00) shall be billed to the Member's account.
- c. A reward of five hundred dollars (\$500.00) shall be paid to anyone reporting the destruction, tampering, or theft of Cooperative equipment, which may lead to the arrest and conviction of the accused.
- d. Meter seals are not to be tampered with, except in cases of a dire emergency (i.e. fire, endangerment of life, etc.).

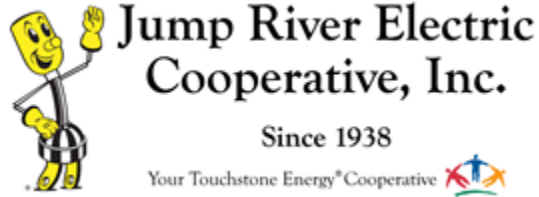
- e. When a meter is found without a seal or with a broken seal that has not been reported to a representative of the Cooperative, it shall be the responsibility of the representative of the Cooperative to immediately notify the GM/CEO.
- f. If it is the first offense of meter tampering for that Member, the Member shall be notified in writing of this policy. If, after proper notification, a Member is found to have another meter seal that has been tampered with, the Cooperative shall disconnect the Member's service and take necessary action to prosecute him or her to the full extent of the law.
- g. Members desiring to have meter seals removed for electrical work must notify a representative of the Cooperative in sufficient time so as not to disrupt the normal work routine. A representative of the Cooperative will remove or authorize the removal of the seal. Upon completion of the work by the Member or electrician, the Member shall notify the Cooperative so that a new seal may be installed. Members who do not notify the Cooperative in sufficient time shall be required to pay mileage and labor costs of the representative of the Cooperative.
- h. A Member disconnected under this policy shall be required to pay time and mileage and any other expenses incurred by the Cooperative before reconnection is made.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: April 29, 2019
Date Revised: June 28, 2022

PREVIOUSLY MEMBER POLICY NO. 5



Member Policy No. 306

I. **SUBJECT:** Services and Schedules

II. **PURPOSE:**

The purpose of this policy is to provide a description of the Cooperative's Energy Rate Classes and Services available to its Members.

III. **POLICY:**

A. Current Energy Rates

1. Please refer to the current Energy Rate Schedule.

B. Billing and Terms of Payment

1. Meters shall be read by the AMI System on approximately the 1st of each month. Refer to Member Opt Out Policy for opt out option.
2. Bills shall be mailed to Members on approximately the fifth (5th) of each month. If payment is not made on or before the due date printed on the statement, a monthly late-payment charge of one and one-half percent (1.5%) shall be charged to the total unpaid balance. Mailed payments will be credited to member's accounts the date received at the Cooperative.

C. Single-Phase, Monthly Service

1. Single-Phase, Monthly Service is available for members when the required service transformer size does not exceed seventy-five (75) kVA and is a six hundred (600) Amp service or less.
2. Single-phase service motors shall not exceed ten (10) Horsepower (Hp) without prior written approval of the Cooperative.
3. Type of service: Single-phase service, sixty (60) Hertz (Hz), at secondary voltages.

D. Large Power-Peak Alert Service

1. Large Power-Peak Alert Service is available for single-phase and three-phase loads where the required service capacity is two hundred (200) Amp or greater and the monthly maximum demand will or has exceeded fifty (50) kW at least once annually. Service hereunder is subject to the terms and conditions of the DPC wholesale power rate A-1.
2. Type of service: Single-phase or three-phase, sixty (60) Hz, at available secondary voltages.
3. Large power accounts that are served by more than one (1) meter or at multiple locations will be subject to the approval of the Cooperative.
4. The Cooperative and/or Dairyland Power Cooperative (DPC) shall notify the Member of each planned energy reduction event no less than ten (10) minutes in advance of initiating the automatic transfer.
5. Generator Recommendations for Large Power Accounts are as follows:
 - a. It is recommended all Large Power-Peak Alert accounts install a stand-by generator. Members failing to do so, or elect to run through peak alert times, will be charged the coincidental demand fees they create during the peak times.
 - b. The stand-by generator should be capable of automatic startup and load transfer utilizing signals from the Cooperative's and/or DPC's load management system.
 - c. The stand-by generator should be capable of running for a continuous twenty-four (24)-hour period when requested to do so by the Cooperative and/or DPC.
 - d. The Member should have sufficient fuel for twenty-four (24) hours of generator operation during energy reduction events and full load control events for the seasonal period.
 - e. The Member should demonstrate a reasonable maintenance program for the stand-by generation system to assure the Cooperative and DPC of reasonable availability during an energy event.
6. Peak Periods for Large Power Accounts:
 - a. The Cooperative will attempt to alert the member of potential peak periods at least one-half (1/2) hour in advance of the potential peak period via radio and/or its website. The Cooperative shall not be

liable for any loss or damage resulting from Member load reductions or transfers to on-site generating equipment.

- b. The applicable peak period charge shall become an obligation of the Member when the Member has electric demand coincident with the Cooperative's peak period charge. The Member shall pay the Cooperative for the peak period charge as billed.
- c. Summer Rate Period is June – August: The summer peak period charge for the year shall be the average of one (1) hour peak demands of the Member that are coincident with the Cooperative's wholesale billing demand readings during the summer rate period. The Large Power-Peak Alert Member's summer peak period charge will be billed in the Fall of each year.
- d. Winter Rate Period is September – May: The winter peak period charge for the year shall be the average of one (1) hour peak demands of the Member that are coincident with the Cooperative's wholesale billing demand readings during the winter rate period. The Large Power-Peak Alert Member's winter peak period charge will be billed in the Spring of each year.

A. Three-Phase, Small Service

- 1. Three-Phase, Small Service is available for farm, residential, schools, small commercial, and other users where load does not exceed fifty (50) kW. Three-phase service motors shall not exceed ten (10) Hp without prior approval of the Cooperative.
- 2. Type of service: Three-phase, sixty (60) Hz, at available secondary voltages.

B. Separately Metered Electric Heat Service

- 1. Separately Metered Electric Heat Service is available to all Members.
- 2. Type of service: Single-phase service, sixty (60) Hz, at secondary voltages.

C. Single Phase-Load Management Interruptible Heat Service

- 1. Single-Phase, Load Management Interruptible Heat Service is available to all members. Electric heat must be metered separately from the primary electric service. Members agree to use the Cooperative's service for electric heating under the terms and

conditions set forth in the Load Management Agreement.

2. Type of service: Single-phase, sixty (60) Hz, at available secondary voltages.
3. The Rate Codes differ depending on back-up systems as follows:
 - a. Rate Code 14 – Energy Storage: Electric heat storage units with or without gas, oil, or wood backup. The Member must have a permanent electric heating load capable of heating the entire building. The Cooperative may interrupt the electric heating load up to four (4) hours for one (1) or two (2) times a day. Service will be available for eight (8) hours at night and up to two (2) hours in the middle of the day.
 - b. Rate Code 15 – Dual-Fuel: Dual Fuel shall consist of two (2) heat sources that are independent of one another, and each must be capable of supplying the entire heating demand for the dwelling and building for a maximum twelve (12) hour interruption in twenty-four (24) hours (i.e., electric with gas, oil, wood or electric thermal storage).
 - c. Rate Code 16 – Electric Heat Without Backup: Electric heating load capable of heating the entire dwelling or building and permanently installed, with or without Oil, Gas, or Wood Backup. Service to heat meter may be interrupted at any time for up to twelve (12) hours within a twenty-four (24) hour period. Rate Code 16 is only available for existing members already enrolled in this program.
4. All electric heat loads will be interrupted by a radio receiver provided and installed by the Cooperative. The Member will make provisions in his or her electric wiring for this receiver and will provide all other wiring, equipment, and installation, including a relay which will be a double pole, a socket extender, or a Cooperative approved relay panel.
5. The electric heat shall be interrupted during peak periods and any other source of heating other than electric shall be used during this time.
6. The receiver shall be installed by the Cooperative according to Cooperative specifications.
7. The meter shall record the electric heating load separately from the general- purpose meter and may, at the option of the Cooperative, be a subtractive meter.

8. The Member shall sign a Hold Harmless Agreement absolving the Cooperative of any liability should the Member's backup system fail to provide adequate heat.
9. The Cooperative reserves the right to disallow an electric heat rate to any Member they feel does not have an adequate backup system or is not properly weatherized.
10. Non-compliance with the Load Management Agreement or any tampering with equipment to bypass the receiver or meter will disqualify a Member from the electric heat rate.
11. For clarification purposes, a hot tub, sauna, or jacuzzi may be connected to the electric heat load.

D. Dusk-to-Dawn LED Lighting

1. Dusk-to-dawn LED lighting rental service is available to all and must be installed on Cooperative poles. Power supply must be provided the Cooperative.
2. The Cooperative shall furnish and install the LED light. Members requesting their dusk-to-dawn LED light be placed on a separate transformer due to location, or needs, will pay a monthly fixed cost of delivery fee and rental fees, as outlined in the Rate Schedule.
3. Line extension charges will be applicable for any additional materials such as poles, wiring, and transformers that may be required at the Member's expense. These charges are applicable at the discretion of Cooperative management.
4. The Cooperative will provide normal maintenance of the lighting unit at no additional expense to the Member during regular working hours. Members requiring immediate service may be billed at regular or overtime wage rates.
5. All costs due to vandalism shall be charged to the Member, including the cost of labor and mileage.
6. The lighting unit remains the property of the Cooperative. The Member shall allow authorized representatives of the Cooperative to enter the Member's premises for maintenance of the unit and removal of said unit upon termination of service.
7. Cities, towns, and villages may be billed annually in advance with the annual billing month being January of each year.

E. Temporary Hunting Service

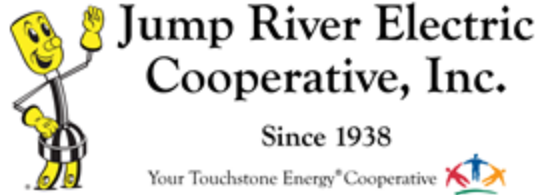
1. Temporary hunting service is available to gun deer hunters requesting electric service to an existing, but not connected, service for a period not to exceed one (1) week before the regular gun deer season has opened and not to exceed one (1) week after the regular gun deer season has closed.
2. Type of service: Single-phase service, sixty (60) Hz, at secondary voltages.
3. This service will be subject to connect and disconnect fees of \$200.00, plus the Single-Phase Monthly Service rates.
4. The connect and disconnect fee shall be paid before electric service is made available. An invoice will be rendered on discontinuance of electric service for the energy used, which must be paid within fifteen (15) days of the date of the invoice. The Consumer must sign a membership application.

IV. **RESPONSIBILITY:**

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: August 27, 2019
Date Revised: July 26, 2022
Date Revised: September 27, 2022

PREVIOUSLY MEMBER POLICY No. 6



Member Policy No. 307

I. **SUBJECT:** Non-Standard Services

II. **PURPOSE:**

The purpose of this policy is to set forth details of the non-standard services that are provided to Members by the Cooperative.

III. **POLICY:**

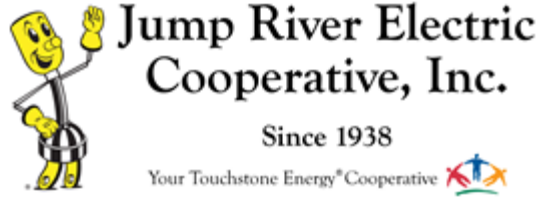
- A. Upon request of a Member and based on the circumstances in each individual case, the Cooperative will consider moving, modifying, or changing its Distribution Facilities to provide service to the Member at no additional cost to the Cooperative. The Member shall be responsible for all costs of any special installation necessary to meet particular requirements for service at other than standard Cooperative practice, which shall be paid for by the Member prior to the commencement of construction. The Member shall also submit a signed, written request for the changes and must be in good standing with the Cooperative.
- B. If the Member proceeds or directs the Cooperative to proceed with the work and/or becomes dissatisfied with the work for any reason and if either the Member or any future landowner requests the Cooperative to make further changes to his or her Distribution Facilities, the Member or future landowner shall be responsible for the costs associated with those changes, even if those changes are to restore the service to Cooperative standards.
- C. The Cooperative reserves the right to refuse non-standard modifications if such modifications would compromise the system and/or are deemed by the Cooperative to be (i) detrimental to safety, the Cooperative's system operation, or other Members' electrical systems or (ii) go against recommended industry practices.
- D. All equipment required for non-standard construction shall remain the property of the Cooperative, and the Cooperative shall retain the exclusive right to operate and maintain such equipment located on its side of the point of delivery. Such equipment shall include but is not limited to neutral isolators and other devices intended to prevent the voltages normally found on the primary neutral from being conducted to the Member's secondary system.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: April 29, 2019

PREVIOUSLY MEMBER POLICY NO. 7



Member Policy No. 308

I. **SUBJECT:** Neutral-to-Earth Voltage

II. **PURPOSE:**

The purpose of this policy is to establish guidelines and procedure regarding neutral-to-earth voltage in general, requests for neutral isolation devices, stray voltage checks and complaints, and requests for relocation of services.

III. **POLICY:**

A. **General**

1. The Cooperative provides electric service to its members utilizing a multi-grounded, current-carrying neutral, which is usually connected to all grounds throughout the system, both primary and secondary. The intent of a multi-grounded neutral system is to enhance the safe operation of the distribution system by stabilizing voltage under normal, lighting, and fault conditions.
2. A multi-grounded neutral system carries current and will, therefore, have a voltage on it with respect to the earth. This voltage is a normal system condition and can be measured on all primary and secondary neutral conductors. The level of voltage on the primary neutral will vary depending on its electrical characteristics, the surrounding soil resistivity, and energy utilization of the Member and other Members on the line, if any.
3. Under normal operating conditions, there may be neutral-to-earth voltage differences between unlike points or locations, but such differences are generally unnoticeable to humans. Dairy cattle may be more sensitive to voltages between points where they make contact. Neutral-to-earth voltages, whether arising on the Cooperative's system or the Member's system, cannot always be kept at a level necessary to assure that such levels will not affect dairy cattle.
4. Members involved in a dairy operation should consider whether their service requirements are different than the standard service with its inherent neutral-to-earth voltage. Members are encouraged to construct their facilities in ways that will satisfy the Members' special needs or

requirements. If a Member suspects that normal neutral-to-earth voltages are affecting their dairy operation, the Member shall inform the Cooperative in a timely manner.

B. Neutral Isolation Device.

1. Pursuant to subsection C below, Members may request a neutral isolation device be installed. If a Member requests that a neutral isolation device be installed, the neutral isolation device must be installed by the Cooperative since the device is located on a high voltage pole that requires high voltage workmanship. Testing and installation costs of the neutral isolation device shall be paid for by the Cooperative.
2. Neutral isolation devices installed will remain the property of the Cooperative and will be serviced by the Cooperative at no cost to the Member, unless the device is subject to vandalism or tampering, in which case the Member shall be responsible for the replacement costs of such device. No other protective equipment shall be allowed on the Cooperative's transformer pole, unless the equipment has first been approved by the Cooperative.
3. It is the responsibility of the Member to notify the Cooperative immediately if the Member has any electrical concerns about the neutral isolation device.
4. An alternative to neutral isolation is the installation of an equipotential plane or an electronic grounding system. The installation costs of these devices will be shared between the Member and the Cooperative. The cost sharing for an equipotential plane or an electronic grounding system installed by the Member is available on the basis of a fifty percent (50%) contribution by the Cooperative up to a total contribution of one thousand dollars (\$1,000.00) by the Cooperative. There is not a determined voltage level needed to apply for partial funding in this instance. Partial funding is available from the Cooperative after a system (equipotential plane or electronic grounding system) is installed and verified by the Cooperative.

C. Requests for Neutral Isolation Devices. The Cooperative shall make available to dairy farm Members a service that isolates the Cooperative's primary system neutral from the Member's secondary neutral, upon the request of the Member. Such service is considered non-standard but will be made available upon the following basis:

1. The Cooperative shall only allow neutral isolation on operating dairy farms to address stray voltage concerns.
2. The Member must complete the "Application for Isolation", a copy of which is attached to this policy as Attachment A.

3. The Member must have the farm inspected and certified to be safe for neutral isolation by a qualified electrician, and the Cooperative must receive a copy of such certification.
 4. The Cooperative requires that the Member allow stray voltage testing in animal confinement areas before and after the farm has been isolated. Testing must also be allowed any time after the Cooperative makes any changes to the system that may impact neutral-to-earth voltage levels or animal contact voltages.
 5. Although it is not the responsibility of the Cooperative to ensure complete isolation, the Cooperative will attempt to notify all other utilities in the area of the request to isolate the farm. It is understood that other utilities must be properly separated in order to effectively isolate the Member farm.
 6. The Cooperative shall require the property owner(s) and/or the Member to sign an "Agreement for Non-Standard Service: Neutral Isolation", a copy of which is attached to this policy as Attachment B.
 7. The Member shall pay for the cost of any excess facilities or work requested beyond the basic isolator installation.
 8. The Cooperative strongly encourages the Member to have the premises inspected by a state-certified electrical inspector or a state-licensed master electrician for the safety of those living and working on the premises.
- D. Stray Voltage Checks. If a member, their electrician, or their contractor requests a stray voltage check, the test will be completed at no charge to the Member. All test data will be filed in the neutral-to-earth voltage file at the Cooperative's office in Ladysmith, Wisconsin.
- E. Stray Voltage Complaints.
1. Any stray voltage complaint shall be acted upon by the Cooperative as soon as possible. A record of the time, date, Cooperative employee receiving the initial call, and all communications between the Cooperative employee(s) and the Member and/or the Member's electrician shall be provided to the Cooperative personnel responsible for electrical testing at the Member location. A service order is the preferred method of documenting the original contact.
 2. The Cooperative shall make necessary arrangements with the Member to set up an appointment for further investigation.
 3. The Cooperative personnel responsible for the investigation shall complete the neutral-to-earth investigative sheets as it applies to the individual Member investigation.

4. In performing the investigation, a recording voltmeter may be installed in the cow contact area for a minimum of twenty-four (24) hours. Additionally, all neutral conductors and connections on the yard pole and transformer pole may

be checked, and “crimp-type” connectors may be installed as experience and conditions dictate.
5. If the voltage is at one (1) V or greater (measured with a five hundred (500) ohm resistor) in the cow contact areas, measures may be taken to reduce the level of voltage at cow contact areas as a precautionary measure.
6. If on-farm concerns are identified by the Cooperative, the Member shall be informed, and the Member may have a qualified electrician or equipment dealer(s) review these concerns at the Member’s expense.
7. It is understood that the primary neutral conductor is a current carrying conductor, and, when measurements are taken, including measurements that relate to the primary neutral, the Cooperative line superintendent will review such measurements to determine whether any action should be taken based on the measurements of the Cooperative. The following procedures may be taken:
 - a. The Cooperative may check neutral connections along the main distribution line neutral.
 - b. The distribution system grounding in the area may be checked and changed as experience dictates.
 - c. The resistance of grounds may be measured. Under certain circumstances additional grounds may be added as permitted by Rural Utility Service standards. The voltage may be monitored to see if grounding conditions have an influence on voltage levels as measured at cow contact locations.
 - d. After an investigation and after consideration of the various methods of addressing neutral-to-earth voltage concerns, the Cooperative may separate the primary and secondary neutrals at the service transformer on a temporary basis using an appropriate isolation device, as determined by the Cooperative. During such temporary period of up to ninety (90) days, the Member and the Cooperative may pursue methods of further addressing neutral-to-earth voltage levels.
 - e. If after ninety (90) days, the Cooperative is satisfied that there are no satisfactory alternative means to address neutral-to-

earth voltage concerns to an agreed upon or acceptable level, the Cooperative will, at the request of the Member, provide permanent separation of the primary and secondary neutrals at the transformer pole. Materials and devices used in providing this non- standard service of neutral separation shall be owned and maintained by the Cooperative.

- f. The Member shall notify the Cooperative immediately if the Member suspects that isolation is not meeting the needs of the Member. The Member is responsible for detection and removal of any man-made bypass of the isolation device, including but not limited to connections to water pipes, fences, phone lines, or other utility connections.

- F. Requests for Relocation of Services. A Member requesting service relocation will bear one hundred percent (100%) of the cost of such relocation. To relocate the primary distribution lines and equipment, a member must apply in writing to request a service relocation using the Cooperative's "Request to Relocate Service" form, a copy of which is attached to this policy as Attachment C.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: April 29, 2019

PREVIOUSLY MEMBER POLICY NO. 8

ATTACHMENT A

APPLICATION FOR ISOLATION

Isolation requires the separation of any other interconnections to the Jump River Electric Cooperative Inc.'s (the "Cooperative") system. List below any other utilities involved so that the Cooperative can attempt to notify those utilities, including but not limited to telephone, cable TV, and natural gas utilities. This is needed to assure that any other utility grounding system does not provide a direct interconnect between the primary and secondary neutral systems intended to be separated. This request will serve as a notice to make the needed changes to achieve the separation and notify the utility personnel of any hazards separation may pose to the operation of their system.

LOCATION OF PENDING ISOLATION

NAME: _____ FIRE NUMBER: _____

COOPERATIVE'S LOCATION NUMBER: _____

ADDRESS: _____

CITY _____ STATE _____ ZIPCODE _____

HOME PHONE: _____ FARM PHONE: _____

DO YOU HAVE THE FOLLOWING UTILITIES? IF SO, LIST.

TELEPHONE: _____

CABLE TV: _____

NATURAL GAS: _____

OTHER: _____

ATTACHMENT B
AGREEMENT FOR NON-STANDARD SERVICE: NEUTRAL ISOLATION

I/We _____ are member(s) of the Jump River Electric Cooperative, Inc. (the "Cooperative") and receive electric service from the Cooperative at the premises located at _____, Wisconsin.

Location Account Number: _____.

I/We have requested that the Cooperative disconnect the common bond between the utility primary (7,200 volt) system neutral and the (120/240 volt) premises electrical system neutral and install a neutral isolator/coupler.

I/We realize that if the Cooperative, pursuant to this request, modifies the standard connection between the primary and secondary by disconnecting the permanent neutral bond, a potentially hazardous situation is created on the farm premises.

I/We understand that the Cooperative in no manner warrants the operation of the isolator/coupler. The Cooperative has cautioned me that it is subject to device failure. I understand if a device failure occurs and remains undetected, the farm could be subject to excessive voltages with the associated risk of serious injury to persons or property.

I/We realize that failure of the neutral isolator/coupler device cannot be detected by visual or audible means prior to, during, or after its failure. Tests on this device are only an indication of its serviceability. The Cooperative shall provide simple device testing and inspection from time to time, designed only to detect major malfunctions of the unit.

I/We agree to notify the Cooperative of any unusual conditions or suspected malfunctions of the neutral isolator/coupler device, and the Cooperative shall then immediately reconnect primary and secondary neutrals until a replacement unit can be obtained and installed or the apparent problem resolved.

I/We understand that, due to the necessity of installing the neutral isolator/coupler device in a location near the Cooperative's transformer, the location of the device is considered hazardous for non-Cooperative personnel. I/We agree not to allow any tampering with the neutral isolator/coupler device, its connections, or any other Cooperative equipment on our property by ourselves or any person, other than an authorized representative of the Cooperative.

I/We hereby allow stray voltage testing in the animal confinement area before and after the farm has been isolated. Testing must also be allowed any time after the Cooperative makes changes to the system that may impact neutral-to-earth voltage levels or animal contact voltages.

I/We understand that this request is made without relying upon any representations made by the Cooperative or its representatives.

I/We for myself/ourselves and all other persons or organizations affiliated with us, agree that the Cooperative is released from liability for any injury we may sustain that is related to the installation and/or operation of the isolator(s). We also agree to indemnify and hold the Cooperative harmless from liability for any injury that we or anyone else claim is related to the installation and/or operation of the isolator.

I/We agree to pay for the modifications required to implement this non-standard service as follows:

Costs to be paid prior to installation to modify existing facilities: \$ _____.

Cost to be paid monthly for installation, operation, maintenance, and testing of the isolator/coupler of \$ _____ per month to be applied to my electric service account as a facility surcharge on the location account number shown above.

I/We understand all of the above considerations and have full authority to execute this Agreement and to comply with its terms.

Signature(s) Must Be Notarized

Date: _____

Signed: _ (Property owner(s) signature required.)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public State of Wisconsin My commission expires:

Date: _____

Signed: _ (Dairyman(s) signature(s) required, if different than property owner(s).)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public State of Wisconsin My commission expires:

ATTACHMENT C REQUEST TO RELOCATES SERVICE

I/We hereby request the Jump River Electric Cooperative, Inc. (the "Cooperative") to relocate the electric service to my/our farm. I/We understand that relocating the service may cause a voltage drop in the secondary line to my/our farm. A voltage drop means that a level of voltage available at member locations where equipment is being used or electricity is being demanded may be lower than adequate for motors, equipment and other electrical demands needed by the member. I/We understand that lower than adequate voltage may be harmful to my/our motors, equipment, or property by other utilities, such as a water supplier, telephone service provider, and other utility interconnections. I/We understand that the Cooperative is responsible for the service only to the meter, and my/our responsibility will begin at that point. I/We agree to pay the cost, as estimated, to relocate the service. I/We understand that relocating the service may cause stray voltage and/or increase neutral-to-earth voltage levels on my/our farm. I/We agree to hold the Cooperative harmless for the voltage drop and/or stray voltage caused by relocating the service.

LOCATION

Name: _____ Address: _____

Account Number: _____ Phone #: _____

Landowner(s) Signature:

Signed: _____ Date _____

Print Name: _____

Signed: _____ Date: _____

Print Name: _____

NOTE: The amount due plus this form must be completed and returned to the Cooperative prior to scheduling service relocation. The Member's electrician must be present when service is relocated.



Member Policy No. 309

I. **SUBJECT:** Underground Distribution Service

II. **PURPOSE:**

The purpose of this policy is to set forth guidelines that the Cooperative and its Members shall follow for establishing underground distribution services.

III. **POLICY:**

- A. Members desiring an underground service from overhead wires must bear excess cost incidental thereto. Specifications and terms for such construction shall be furnished on request. The Cooperative shall be receptive to and realistic in the Member's request and desire for underground service.
- B. Each extension, distribution, or secondary shall be considered by the Cooperative on its merits. The Cooperative shall determine the route for the cable and the location of any underground equipment, including pedestals and metering points.
- C. Easements shall be granted at no expense to the Cooperative and pursuant to Member Policy No. 320. The underground easement form shall provide the Cooperative with access to a thirty (30)-foot right-of-way and a minimum of twelve (12) feet cleared and maintained free and clear of any obstructions for traveling purposes. The easement strip shall be graded to a level, which will not be above or more than four (4) inches below finished grade, prior to the time installation or underground Distribution Facilities are commenced by the Cooperative. The Cooperative shall be notified in advance of any change of grade after the installation is made. The Member shall pay additional costs incurred by the Cooperative due to any change.
- D. If a Member requests conversion from existing overhead Distribution Facilities to underground Distribution Facilities, the Member shall pay all costs as they may apply plus the cost of removal of the overhead Distribution Facilities, which shall be paid in advance of the Cooperative commencing work.
- E. In the event the underground Distribution Facilities must be installed in frozen ground, rock, or in areas in which excavation is abnormal and difficult, the Member shall pay any additional costs incurred due to such conditions.

- F. The Cooperative shall open the required trenches for primary and secondary construction and shall backfill only to the extent that a safety hazard does not exist. Finished leveling, sodding, or seeding shall be the expense of the Member requesting service. Joint use of trench facilities with other utilities will be allowed by permit only.
- G. The underground cable will be installed so that no buildings or other similar structures, including but not limited to decks, patios, septic systems, and garages, are over or within any distance that would cause a code violation. If a building or similar structure is built over the underground cable, the Cooperative shall notify the Member of the code violation and request a meeting with the Member to determine remedial action. Any remedial costs shall be the responsibility of the Member. If a meeting between the Cooperative and the Member cannot be arranged, the Cooperative shall make necessary corrections to the Cooperative's Distribution Facilities and bill the Member for such corrections.
- H. The Cooperative shall not be liable for damage to landscaping, fences, sidewalks, driveways, or other obstructions incident to the installation, maintenance, or replacement of underground Distribution Facilities, unless caused by the Cooperative's own negligence.
- I. Any quotations given pursuant to this policy by the Cooperative shall be valid for thirty (30) days from the date of quotation. For more information on underground distribution service pricing, see Member Policy No. 315.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 3, 2019

PREVIOUSLY MEMBER POLICY NO. 9



Member Policy No. 310

I. **SUBJECT:** Interconnection with Qualifying Facilities

II. **PURPOSE:**

The purpose of this policy is to encourage both the Cooperative and its Members to purchase energy generated and made available by Qualifying Facilities; interconnect with Qualifying Facilities; and operate in parallel with Qualifying Facilities.

III. **POLICY:**

- A. This policy applies to any Member that owns or leases electric generation facilities operated by that Member that meet the definition of Qualifying Facilities under PURPA, along with any other applicable laws and regulations, to ensure safety, reliability, and consistent application of the requirements of PURPA.
- B. This policy prescribes a fair, reasonable, and nondiscriminatory procedure through which a Qualifying Facility may interconnect with the Cooperative. The Cooperative may, but is not obligated to, permit interconnection under this policy for any distributed generation facility that does not meet the requirements for a Qualifying Facility under PURPA.
- C. The guidelines and procedures established by this policy are supplemented and further defined by such procedures, rules, and specifications as may be set forth in the Cooperative's Interconnection Application and Interconnection Agreement, as those may be amended by the Cooperative from time to time.
- D. Unless otherwise modified herein or in the Cooperative's Interconnection Application and Interconnection Agreement, the Cooperative generally follows the technical standards of the Interconnection Rules as they relate to application, contracting for service, design requirements, equipment certification, and testing. However, provisions in the Interconnection Rules related to the jurisdiction of the PSC, including but not limited to the right to appeal in Wis. Adm. Code PSC § 119.40, shall not apply and nothing in this policy or any other policies or procedures of the Cooperative shall be construed to confer PSC jurisdiction over the Cooperative or over any matters arising under this policy.

- E. Sales to Member Qualifying Facilities shall also be subject to the terms of rate schedules applicable to the class under which those Members receive electrical service from the Cooperative, as those may be amended by the Cooperative.
- F. Unless otherwise specified herein or in the applicable Interconnection Application or Interconnection Agreement, all interconnected generating systems are governed by the policies and procedures in place for the general membership as established by the Board, as the same may be amended.
- G. As a smaller distribution utility, the Cooperative's system was not designed with the capability to interconnect with and receive output from large distributed generation facilities, and costs to be charged to the Qualifying Facility for necessary upgrades to the Cooperative's system may not be cost-effective for the Qualifying Facility. Therefore, the Cooperative may recommend that a larger Qualifying Facility consider seeking interconnection with another electric utility which may require less costly upgrades to its system to interconnect with that Qualifying Facility. Notwithstanding the foregoing, the Cooperative shall comply with its purchase obligations under PURPA, as applicable, if the Qualifying Facility seeks to interconnect with the Cooperative instead.
- H. A Qualifying Facility shall include either a cogeneration facility or a small power production facility that meets the requirements of Section 201 of PURPA and that has received certification from FERC or that has completed the process established by the FERC for self-certification.
 - 1. A qualifying small power production facility is a generating facility where the primary energy source of the facility must be biomass, waste, renewable resources, geothermal resources, or any combination, with seventy-five percent (75%) or more of the total energy input coming from these sources, whose power production capacity (together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located on the same site) does not exceed eighty (80) MW.
 - 2. A qualifying cogeneration facility is a facility utilizing equipment for the production of electric energy and forms of useful thermal energy, such as heat or steam, that are used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy. A qualifying cogeneration facility must meet the criteria specified in 18 C.F.R. § 292.205 and other applicable rules and regulations of the FERC and the Cooperative pursuant to PURPA.

I. Procedure

1. Any potential Qualifying Facility seeking to interconnect with the Cooperative pursuant to this policy should contact the Cooperative GM/CEO and request an Interconnection Application.
2. The Interconnection Application shall be furnished by the Cooperative. At the time of submitting the Interconnection Application, the applicant shall pay the applicable application review fee specified in the Summary of Fees and Insurance Requirements section of this policy. Interconnection Applications submitted without the applicable application review fee will not be considered by the Cooperative.

J. Conditions for Interconnection

1. Any individual or entity wishing to interconnect with the Cooperative's electric system shall become a Member of the Cooperative in accordance with the Bylaws and such other policies established by the Board.
2. Any Member wishing to operate generating facilities in parallel with the Cooperative's system shall first complete an Interconnection Application and sign an Interconnection Agreement providing for adherence to the Cooperative's rules and regulations, as they may be modified by the Cooperative.
3. Prior to interconnection, the Member shall provide the Cooperative with sufficient information to permit the Cooperative to determine whether the proposed facility meets the requirements for a Qualifying Facility under PURPA. For all Qualifying Facilities larger than one (1) MW in size, this shall include furnishing the Cooperative with the Qualifying Facility's current Form 556 on file with FERC.
4. If the Cooperative concludes that the proposed facility does not meet the requirements of a Qualifying Facility under PURPA or the requirements of this policy, the Interconnection Rules, the Interconnection Application, or the Interconnection Agreement, the Cooperative may deny the Member-applicant's request for interconnection and shall provide the Member-applicant with a written explanation of the reasons for its position.
5. If the Cooperative concludes that the Member fails to conform to this policy, including operating generating facilities in a manner that is non-qualifying under PURPA, the Cooperative will no longer be obligated to purchase any energy or capacity made available by the Qualifying Facility and may require the Member to disconnect the generating facility from the Cooperative's system. If the Member fails to

immediately comply with a disconnect notice received from the Cooperative, the Cooperative reserves the right to make such disconnection and to discontinue electric service to the Member as the Cooperative may deem necessary.

K. Interconnection Requirements

1. Prior to the interconnection of a Qualifying Facility and as part of the Cooperative's standard application process, each Member-applicant shall submit plans to the Cooperative for review to assure compliance with all applicable policies, rules, laws, regulations, and other requirements for interconnection. The Cooperative's review of a request for interconnection shall not be construed as permission to interconnect with the Cooperative's system. Authorization to interconnect must be in writing and shall only be granted by the Cooperative after the Member-applicant demonstrates compliance with the requirements of this policy to the Cooperative's satisfaction. This authorization shall not relieve the Member-applicant from responsibility for installing, operating, and maintaining facilities in a satisfactory, safe, and legally-compliant manner.
2. The Cooperative may determine from the Members-applicant's Interconnection Application and other information provided that, prior to interconnection with the Qualifying Facility, an engineering and/or distribution system study is necessary to determine the requirements and specifications for interconnection and the extent of any distribution system modifications necessary to permit such interconnection. The Qualifying Facility shall be responsible for paying the fees for engineering and distribution system study reviews as specified in the Summary of Fees and Insurance Requirements section of this policy. The Cooperative may require that such fees be paid before the reviews will be conducted.
3. The Member shall furnish, install, and maintain all additional wiring and equipment required for the installation of the Qualifying Facility on the Member's side of the interconnection and the appropriate service metering equipment, except such meter as may be furnished and installed by the Cooperative at the expense of the Member, which is to be determined by the Cooperative as part of its review of the Interconnection Application.
4. Prior to interconnection, the Member shall provide written certification that the facility is compliant with the latest edition of the National Electric Code, the National Electric Safety Code, all State and local ordinances and all building codes. Interconnection greater than twenty (20) kW requires certification from a contractor or electrical inspector

possessing licensure satisfactory to the Cooperative.

5. The Member shall reimburse the Cooperative for its incremental costs resulting from interconnecting with the Qualifying Facility. The incremental interconnection costs shall include all reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, inspection, and administrative costs incurred by the Cooperative directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with the Qualifying Facility, to the extent such costs exceed the corresponding costs which the Cooperative would have incurred had it not interconnected.
6. The Cooperative may charge the Member for the Cooperative's actual costs, including both labor and equipment, of any distribution system upgrades required to interconnect with and receive output from the Member's Qualifying Facility. After receiving the Member's Interconnection Application and such other information that the Cooperative may require, the Cooperative will determine whether any distribution system upgrades are required to interconnect with and receive output from the Member. The Cooperative will provide the Member with a written statement of any distribution system upgrades that are required and the costs thereof and may require the Member to make payment before the Cooperative will make such upgrades to its distribution system.
7. Employees and authorized representatives of the Cooperative have the right to enter upon Member's property at any reasonable time to ensure the generating facility's continued compliance with applicable policies, rules, laws, and regulations and the accuracy of its meters. Such inspection by the Cooperative shall not relieve the Member from the responsibility of installing, operating, and maintaining the facilities in a satisfactory and safe manner.
8. In order to provide adequate safety to the Cooperative's employees when performing operation and maintenance on the Cooperative's system, it is essential that a means be available to positively disconnect the Member's generating facility from the Cooperative's system such that there is no possibility that the facility could back feed through the service transformer and energize the primary system. Consequently, the Member shall furnish and install an underwriter's laboratory listed disconnect switch which shall be located between the distributed generation facility's automatic disconnect device and the Cooperative's system. The location of the switch shall be approved by the Cooperative, and the switch shall be housed in an approved enclosure that can be secured with a padlock or locking device.

9. The Cooperative reserves the right to open the disconnect switch (i.e., isolating the distributed generation facility) without prior notice to the Member for any of the following reasons with written notification of disconnection as soon thereafter as practical:
 - a. System emergency operations require such action.
 - b. A potentially hazardous condition relating to the facility is discovered.
 - c. The operation of the distributed generation facility interferes with the quality of service provided to other Members or the operation of the Cooperative's system.

L. Electrical Requirements

1. Operation of the Qualifying Facility must not cause any reduction in the quality of service provided to other consumers nor interfere with the operation of the Cooperative's system. The Member shall be responsible for taking whatever corrective action may be required and for reimbursing the Cooperative for the cost of corrective action which the Cooperative deems necessary to correct such negative effects on quality of service or operation of the Cooperative's system.
2. The Member shall provide an automatic disconnecting device and/or method to disconnect the Qualifying Facility from the Cooperative's system in the event that there are outages or faults on the Cooperative's distribution system or within the Qualifying Facility. The Member owning an interconnected facility greater than twenty (20) kW shall, no less than every three (3) years, be responsible for having the disconnecting means tested by an electrician possessing licensure satisfactory to the Cooperative and shall provide the Cooperative with a certified copy of the test records. The Cooperative reserves the right to inspect or perform tests on the disconnecting means to assure proper operation. Such inspection by the Cooperative shall not relieve the Member from the responsibility of installing, operating, and maintaining the facilities in a satisfactory, safe, and legally-compliant manner.
3. The Cooperative will not assume any responsibility for the safety or electrical protection of the Member's facilities. The Cooperative shall not be liable to the Member for any damage to the Member's facility, including damage caused by disconnection of the Member's facility from the Cooperative's system by automatic devices or pursuant to the Cooperative's policies and procedures.

4. The Cooperative generally expects that the rated nameplate capacity of the Qualifying Facility (to be connected in parallel with a low voltage service) should be no greater than twenty (20) kilowatts (kW) for single phase installations, unless authorized in writing by the Cooperative. Unless an exception is authorized in writing by the Cooperative, the Cooperative generally expects that Qualifying Facilities with a rated nameplate capacity exceeding twenty (20) kW will require three-phase installations. Notwithstanding these general expectations, the Cooperative shall determine case-by-case the exact electrical requirements, including whether a single phase or three phase installation is required, on the basis of the Interconnection Application and any engineering or system studies that may be conducted for a particular Qualifying Facility.
5. The electrical characteristics of the Qualifying Facility shall conform to the standards established by the Cooperative. The standards may include voltage, current, frequency, harmonics, automatic synchronization, etc. Wherever possible, the Cooperative will base its standards on industry wide standards.
6. The Member shall operate the Qualifying Facility as near unity power factor as possible. The Cooperative reserves the right to require the Member to install power factor correction equipment or reimburse the Cooperative for its cost of installing power factor correction equipment. The Member shall be responsible for any penalties, surcharges, and reactive demand charges as set forth in the Cooperative's rate schedule applicable to the class under which the Member receives electrical service.

M. Rates and Metering

1. The Cooperative will purchase from Qualifying Facilities energy and such capacity as the Cooperative actually requires over its planning horizon at the Cooperative's Avoided Cost rate. As an all-requirements wholesale customer of DPC, the Cooperative's Avoided Cost is DPC's avoided cost.
2. For all Qualifying Facilities with a rated nameplate capacity of one hundred (100) kW or less, the Cooperative will make available to requesting Members- applicants the Cooperative's standard Avoided Cost rates for purchases of energy and capacity, to be revised as determined by the Board. Unless otherwise determined by the Board, standard rates for purchases shall not exceed the Cooperative's Avoided Costs.

3. For Qualifying Facilities with rated nameplate capacity greater than one hundred (100) kW, the rates paid by the Cooperative for capacity and energy delivered to it from the Qualifying Facility may be negotiated by the Member and Cooperative, provided the Cooperative is not obligated to pay a rate that exceeds its Avoided Cost.
4. The Member may choose to receive an Avoided Cost rate that is determined as of the date that the Qualifying Facility delivers energy to the Cooperative or to have a contract with the Cooperative that fixes the Avoided Cost rate for the specified term of the contract. The length and other terms of such contract will be negotiated on a case-by-case basis.
5. The Cooperative will sell to the Member whatever energy and capacity is requested including backup, supplemental, maintenance, and interruptible power. All energy and capacity supplied to the Member by the Cooperative shall be paid for by the Member at the rates set forth in the Cooperative's standard retail rate schedule applicable to the class of service provided.
6. The Cooperative will provide metering devices appropriate for the Member's facility at the Member's expense to accurately record purchases of energy and capacity commensurate with the Interconnection Agreement between the Member and the Cooperative.
7. Meter(s) for facilities interconnected under this policy shall be read at the same time and in the same manner as for other Members of the Cooperative in the same consumer classification or as otherwise mutually agreed between the Cooperative and Member. Metering records shall be available for inspection at all reasonable times.
8. The Cooperative may credit payment for purchases against the Member's current bill for electric service or any past due amount owed to the Cooperative by the Member.

N. Other Requirements

1. The Interconnection Agreement will require the Member's agreement to protect, indemnify, and hold harmless the Cooperative and its officers, agents, and employees from any and all claims, demands, suits, liability, and expense (including attorney's fees) brought by third parties and arising from the

installation, operation, modification, maintenance, or removal of any facility interconnecting with the Cooperative under this policy.

2. The Member shall procure and maintain general liability insurance on a per occurrence basis and in the amount(s) specified in the Summary of Fees and Insurance Requirements section below for the applicable nameplate capacity of the Qualifying Facility. Additionally, for Qualifying Facilities greater than twenty (20) kW, contractual liability insurance is required, and the Cooperative shall be named as an additional insured under the policy. The Member shall annually provide the Cooperative with proof of insurance and shall notify the Cooperative within thirty (30) days of any termination or modification of the insurance coverage.
3. For net metered interconnections with Qualifying Facilities of forty (40) kW and less, see Member Policy No. 311.

O. Summary of Fees and Insurance Requirements

Generation Capacity	Application Review Fee	Engineering Review Fee	Distribution System Study Fee	Minimum Liability Insurance Coverage
20 kW or less	None	Cost based	Cost based	\$300,000
Greater than 20 kW to 200 kW	\$250.00	Cost based	Cost based	\$1,000,000
Greater than 200 kW to 1 MW	\$500.00	Cost based	Cost based	\$2,000,000
Greater than 1 MW	\$1,000.00	Cost based	Cost based	Negotiated

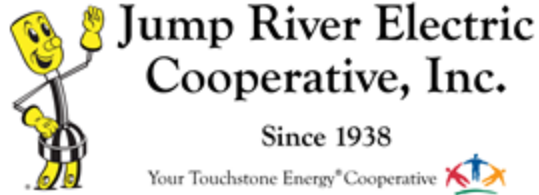
- P. The Cooperative reserves the right to modify this policy in its sole discretion at any time, including the procedures, rates, terms and conditions, forms of agreement and application, and approval process. This policy may also be modified to comply with changes in law or regulation and for technical updates or changes. No interconnection shall be deemed approved unless and until the Cooperative has approved the Interconnection Application in writing and accepted an executed Interconnection Agreement with the Member, the Member has paid all applicable fees or interconnection costs, and the Member has otherwise complied with the Interconnection Agreement and the requirements of membership.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 3, 2019

PREVIOUSLY MEMBER POLICY NO. 10



Member Policy No. 311

I. **SUBJECT:** Net Metering

II. **PURPOSE:**

The purpose of this policy is to provide guidelines for both the Cooperative and its Members to follow when utilizing net metering.

III. **POLICY:**

- A. This policy is subject to the interconnection with Qualifying Facilities terms and conditions in Member Policy No. 310.
- B. Net metering and billing is an accounting mechanism whereby Members who generate a portion or all of their own retail electricity have the capability to sell excess energy, if any, back to the Cooperative pursuant to this policy.
- C. For net metered interconnections with Qualifying Facilities of twenty (20) kW and less, the energy consumed and generated offset each other, kWh for kWh, and over-generation is banked for future use. If the Member uses more energy than they generated, the Member shall only pay for the kWh that exceeds their generation (all other charges such as facility charges, PCA, taxes, etc. still apply). Any amount due is payable to the Cooperative on the regularly scheduled monthly due date. If the Member generates more than they consume, the generated kWh that exceeds consumption is banked to offset usage in future months when the member generates less than they consume.
- D. The Cooperative will reconcile the banked kWh in January (Jan. 1-Dec. 31 look-back) of each year for any kWh remaining in the bank and pay the balance of the banked kWh at the average avoided cost rate during the previous twelve-month period. The bank will then be set to 0 kWh. The payment of the balance will be in the form of a bill credit unless the Member requests a direct payment for the balance.
- E. The rates for sales and purchases of electricity may change over time due to Cooperative Board approved rate changes, and sales and purchases shall be made under the rates in effect for the month that any such energy is sold or produced.
- F. Metering for dual-fuel or off-peak heat installations must be wired in parallel such as through a double or triple meter socket. Any kWh's used for a dual-fuel or off-peak heat installation will not be offset by kWh generation from a net metered connection and will be billed at the applicable rate on the current rate schedule.

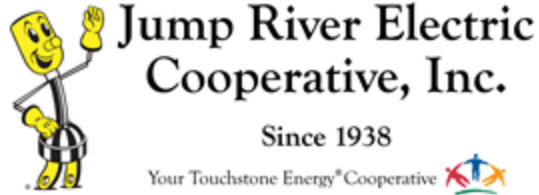
Subtractive metering cannot be done with net metering. Also, any time-of-day or time-of-use rate offered by the Cooperative will not be available to any account or installation doing net metering.

- G. The Cooperative reserves the right to modify this policy in its sole discretion at any time, including the procedures, rates, terms and conditions. This policy may also be modified to comply with changes in law or regulation and for technical updates or changes. Prior to making use of the information contained herein, please check with appropriate Cooperative staff.

IV. RESPONSIBILITY

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 3, 2019
Date Revised: June 28, 2022
Date Revised: July 26, 2022



Member Policy No. 312

I. **SUBJECT:** Disconnection & Reconnection

II. **PURPOSE:**

The purpose of this policy is to set forth guidelines the Cooperative and its Members may follow in the disconnection and reconnection of electric service.

III. **POLICY:**

A. Disconnection of Service.

1. Members disconnected and reconnected at the same place, within a twelve (12)- month period, and Members disconnected for non-payment and requesting reconnection will be billed in accordance with Member Policy No. 315. Retroactive billing may also apply.
2. The Cooperative's notice of intent to disconnect shall be mailed by first-class postage no less than ten (10) days prior to the collection or disconnect date.
3. For any disconnection to a Residential Service for non-payment, the Cooperative may notify the local law enforcement agency of the disconnect.
4. If a Member requests a payment arrangement with the Cooperative, the Cooperative may offer a deferred payment agreement, provided the terms of the agreement are within the reason and the ability of the Member. If the Member defaults on the deferred payment agreement, the Member's account shall be subject to disconnect without further notice from the Cooperative.

B. Cooperative's Right to Discontinue Service.

1. The Cooperative reserves the right to discontinue the supply of electric service to any Member without notice for any of the following reasons:
 - a. Where dangerous or hazardous situations exist, as determined by the Cooperative, for as long as the situation exists.
 - b. Where the Cooperative service is being obtained by potentially

unsafe devices or methods that stop or interfere with the proper metering of the service, as determined by the Cooperative.

- c. For unauthorized reconnection after disconnection.
 - d. For unauthorized use of or tampering with the Cooperative's distribution facilities or service.
2. The Cooperative reserves the right to discontinue the supply of electric service to any Member with reasonable notice, for any of the following reasons:
- a. For violation of the Articles, Bylaws, Board Policies, and Member Policies of the Cooperative and applicable laws, rules, and regulations.
 - b. Where the Member's use of service adversely affects the Cooperative's distribution facilities or service to others, provided the Cooperative has provided the Member with notice of such situation and the Member has failed to remedy the situation.
 - c. For failure to fulfill contractual obligations.
 - d. For failure to provide reasonable access to the Member's premises.
 - e. For failure to pay any bill within the established collection period.
 - f. For failure to comply with a deferred payment agreement.
 - g. For failure to provide deposits as provided in the Member Policies.
 - h. Upon written notice from governmental inspection authorities of condemnation of the Member's facilities or premises.
 - i. For fraudulent representation as to the use of service.
3. The Cooperative shall not discontinue the supply of electric service to any Member for any of the following reasons:
- a. For delinquency in payment for service by a previous occupant of the premises to be served.
 - b. For failure to pay for merchandise or charges for non-utility service billed by the Cooperative, except where authorized by law.
 - c. For failure to pay for other utility services.
 - d. When a heat advisory, heat warning, or heat emergency issued by the national weather service is in effect.

- C. Cold Weather Disconnections. The Cooperative may disconnect service from November 1st through April 15th for the nonpayment of service that provides the primary source of energy source affecting the primary heat sources to residential dwelling units, provided such disconnection is not a danger to human health or life, as determined by the Cooperative. If such disconnection is a danger to human health or life, the Cooperative shall not disconnect the service. Notwithstanding the foregoing, the Cooperative may disconnect any service from April 16th through October 31st, subject to the provisions of this policy.
- D. Member-Requested Disconnections. If a Member requests disconnection of service at an unoccupied residence, the Cooperative may rely on verification by the Member that the residence is unoccupied.
- E. Reconnection in General.
1. After service has been disconnected for any of the above reasons, service will be reconnected only after the Member has:
 - a. Made payment in full or obtains a satisfactory arrangement for payment of all fees, charges, and deposits.
 - b. Taken any corrective action that may be required to meet Cooperative and State Electrical Code requirements.
 2. If service has been disconnected for one (1) year or more, a signed affidavit from a licensed electrician is required prior to reconnection.
 3. Upon receipt of all required payments and deposits prior to 2:00 p.m., Monday through Friday (excluding observed holidays), the Cooperative will make reasonable efforts to reconnect service the same day. The Cooperative reserves the right to postpone connection in the event of an emergency situation or if other circumstances beyond the Cooperative's reasonable control prevent the Cooperative from reconnecting service the same day.
 4. For payments received after 2:00 p.m., reconnection of service will be scheduled for the following business day unless the member pays additional after-hours the reconnection fee as outlined in the current rate schedule. The General Manager/ CEO or his designated representative will process requests for same day reconnection of service on a case-by-case basis under the conditions described above.
 5. Requests for connection after 8:00 p.m. will be postponed to the following morning.

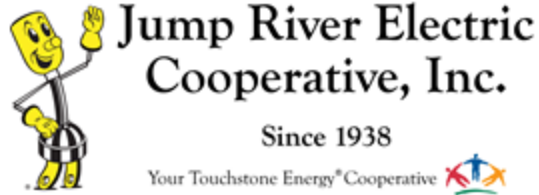
IV. RESPONSIBILITY

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: February 26, 2019

Date Revised: July 26, 2022

PREVIOUSLY MEMBER POLICY NO. 12



Member Policy No. 313

I. **SUBJECT:** Idle Services

II. **PURPOSE:**

The purpose of this policy is to set forth a systematic method of retirement of Idle Services.

III. **POLICY:**

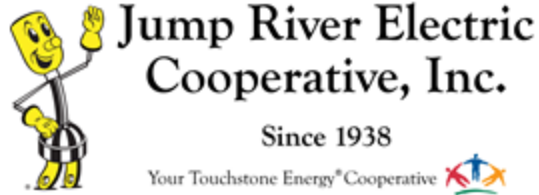
- A. If a service remains idle for twenty-four (24) months or longer, the Cooperative may, at its discretion, notify the Member that an Idle Service is located on their property and give the Member the option to either retain or remove the Idle Service. If the Member elects to retain the Idle Service, the Member shall pay a monthly or yearly fixed cost of delivery charge. If the Member elects to remove the Idle Service or if no response is received within the time period set forth in the notice, no further notification will be sent to the Member, and the Cooperative may remove the Idle Service.
- B. If a Member requests reconnection of a retained Idle Service, the Member shall agree to a twelve (12) month commitment for service. In the event the service is disconnected within the commitment period for any reason, the Cooperative may require the Member to immediately commence payment of a monthly or yearly fixed cost of delivery charge or the service will be subject to immediate removal.
- C. If an Idle Service has been removed and electric service is requested at the same location, the request will be treated as a new service. All costs associated with a new service installation will be calculated in accordance with the applicable Member Policies in effect at the time of request.

IV. **RESPONSIBILITY:**

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 3, 2019
Date Revised: October 25, 2022

PREVIOUSLY MEMBER POLICY NO. 13



Member Policy No. 314

I. **SUBJECT:** Deposits

II. **PURPOSE:**

The purpose of this policy is to set forth all deposits associated with the services provided by the Cooperative and payable by the Members.

III. **POLICY:**

A. **Deposits – New Members – Single Phase**

1. The Cooperative shall require each new member to have a soft pull credit check. The results of the credit check will determine the amount of deposit needed.
2. To minimize subsidy of unpaid bills by other members, in addition to the foregoing, the Cooperative may require a deposit from a new member for any of the following reasons:
 - a. The member has an outstanding balance on a prior account with the Cooperative, and, at the time of the request for new service, such account remains unpaid and not in dispute.
 - b. The Member has, in the past, used electric service in an unauthorized manner.
 - c. The Member does not own the property for which he is applying for service.

B. **Deposits – Existing Members – Single Phase**

1. The Cooperative may require a deposit or soft pull credit check as a condition for additional services due to any of the following:
 - a. The member has been issued a notice of disconnection due to non-payment or has been disconnected due to non-payment.
 - b. In an unauthorized manner, the member has interfered with or diverted the service of the Cooperative.

C. Deposits – Three Phase or Large Power Service

1. If the credit of a Member applicant for new Commercial Service or Large Power Service has not been established satisfactory to the Cooperative, the member may be required to deposit a sum not to exceed the estimated gross bills for two (2) months. In determining whether or not a Member has satisfactorily established its credit, the Cooperative may consider the following factors before requiring a deposit:
 - a. A soft pull credit check.
 - b. Whether the Member is a tenant on the premises to be served, regardless of whether the owner of the premises is a guarantor of payment.
 - c. Assets of the business belonging to the Member.
 - d. The financial condition of the Member's business, as shown by financial statements.
 - e. The type of business, including whether or not seasonal in nature.
 - f. The estimated size of the Member's bills.
 - g. The Member's relevant business experience and knowledge.
 - h. Large load infrastructure, in which case the Cooperative will require a written contract and/or deposit.
 - i. Any other information that the Cooperative deems appropriate.

D. Deposits – Buildings Moves

1. To ensure reimbursement to the Cooperative of the expenses involved in the moving of buildings, the Cooperative may charge a deposit to cover all of the expected costs, which includes all labor, transportation, overheads, materials, revenue erosion, plant devaluation, and any related expenses.
2. The deposit shall be collected at least two (2) weeks prior to the scheduled move date.
3. When the move is completed, and the actual costs are totaled, if the deposit exceeds the actual cost, a refund shall be made to the individual who made the deposit. If the actual cost exceeds the deposit, the individual shall be billed for the excess charges.
4. House moves shall be done between May 1st and November 1st. Any other moves are at the discretion of the Cooperative.

5. All cancellations for building moves shall be made at least three (3) business days prior to the move date. Failure to do so will subject the individual to a five-hundred-dollar (\$500.00) penalty and any additional cost invested by the Cooperative, which shall be retained from the deposit.

E. Deposits – Disconnected Accounts

1. If an account has been disconnected for non-payment, a minimum deposit shall be collected by the Cooperative prior to reconnection of the greater of: the total two (2) highest bills that the member had in the previous twenty-four (24) months prior to the disconnection, or an amount equal to the amount the member owed to the Cooperative when the account was disconnected or turned over to a collection agency.

F. Deposits – Bankruptcy

1. A member who files bankruptcy shall, within twenty (20) days after the filing of the bankruptcy petition pay a deposit to the Cooperative of the total two (2) highest bills that the member had within the previous twenty-four (24) months or the amount equal to bankruptcy total.
2. In the event the member provides proof that the member's electric usage will be lower in the future than that of past usage patterns, the Cooperative may agree to a lower deposit.
3. In the event the member objects to paying or does not pay the deposit, the Cooperative may discontinue service.

G. Deposits – Other

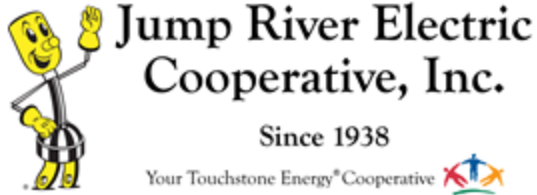
1. Required deposit amounts determined by a soft pull credit check shall be up to three-hundred-dollars (\$300). Any member refusing to provide a soft pull credit check will automatically be charged a deposit of three-hundred-dollars (\$300).
2. A portion of the deposit under this policy may be refunded or credited to the member's account if a member has made payments on time for twelve (12) consecutive months at the discretion of the Cooperative.
3. Deposits shall be credited to the final billing when electric service is terminated. A refund shall be made to the member if the deposit amount exceeds the final bill.
4. No interest shall accrue or be paid on deposits placed with the Cooperative for service.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: February 26, 2019
Date Revised: October 25, 2022

PREVIOUSLY MEMBER POLICY NO. 14



Member Policy No. 315

I. **SUBJECT:** Fees & Credits

II. **PURPOSE:**

The purpose of this policy is to set forth all fees and credits associated with the services provided by the Cooperative and payable by the Members.

III. **POLICY:**

A. **Fees – New Members.**

1. Each new Member shall pay a ten-dollar (\$10.00) transfer fee or forty-dollar (\$40.00) service connection fee and the applicable deposit as determined by the soft pull credit check, if any.
2. Recording fees for all applicable easements, extension agreements, and satisfactions shall be paid by the new Member.
3. Service shall not be furnished to new Members until any indebtedness to the Cooperative for any previous service has been satisfied unless the account has been disconnected during a moratorium. If the account was disconnected during a moratorium, arrangements for payment acceptable to the Cooperative may be made. Prior debts referred to herein include the amount due to the meter reading on the date service was disconnected.

B. **Fees – Line Extensions.** The Cooperative shall extend service on an area coverage basis under the following rates and charges:

1. **Single-Phase.**

- a. Members requesting a line extension for a new service shall pay a minimum plus a new service/staking fee of five hundred fifty dollars (\$550.00) or an amount to be determined by the Cooperative plus:
 - i. Thirteen dollars (\$13.00) per foot for the first two hundred (200) feet.

- ii. Twelve dollars (\$12.00) per foot for two hundred one (201) to four hundred (400) feet.
 - iii. Five dollars and fifty cents (\$5.50) per foot for four hundred one (401) feet and greater.
- b. All extensions shall be underground unless Cooperative management determines otherwise.
- c. All applicable road bores shall be charged at five hundred fifty dollars (\$550.00) per bore or any other amount determined by the Cooperative.
- d. Additional costs incurred above normal underground installation costs, including but not limited to water crossings, rough terrain, and engineering, shall be paid by the Member in addition to the charges above.
- e. The Cooperative shall refrain from making extensions involving water crossings due to maintenance and outage problems, and such extensions shall first be approved by the GM/CEO on a case-by-case basis.

2. Multi-Phase Service and Large Power Service.

- a. Members requiring multi-phase service or Large Power Service shall be subject to the same contract provisions as described herein, except the difference between multi-phase construction and single-phase construction shall be included in the price of the contract, in addition to the material and transformer costs.
- b. The Cooperative may, in its discretion, enter into an electric service agreement with a Member for multi-phase service or Large Power Service with individualized terms that vary from this policy.

- 3. All recording costs under this subsection shall be paid by the Member.
- 4. Additional costs that may be incurred, other than the Cooperative's regular construction costs, shall be paid by the Member.
- 5. If a new service requires a line extension agreement, the Member requesting service shall furnish and authorize the Cooperative to secure an up-to-date record check at the Member's expense.

C. Fees – Disconnected Accounts.

1. If an account has been disconnected for non-payment, a forty-dollar (\$40.00) service disconnection fee shall be collected by the Cooperative.
2. Members disconnected and reconnected at the same place within a twelve (12)- month period shall be billed the fixed cost of delivery charge retroactive to the date of disconnection, plus a forty dollar (\$40.00) disconnect fee and a forty dollar (\$40.00) reconnect fee.
3. If a Member makes a request after 2:00 p.m. for same day reconnect, an additional fee of two hundred dollars (\$200.00) shall be charged.

D. Billing/Monthly Collection Procedures.

1. The Cooperative shall compute bills for regular service monthly from readings taken on the first (1st) day of each month.
2. Unless otherwise provided for when a Member receives service for any other period than that included between two (2) regular meter reading dates, the Member's bill shall be prorated for the period of time, thus:
 - a. The actual use in kWh for the period between meter readings shall be multiplied by thirty (30) and then divided by the number of days for which service was rendered. This shall be computed under the applicable rate schedule.
 - b. The computed charge above is then multiplied by the number of days in the period between meter readings and then divided by thirty (30) to obtain the total net bill for the amount of energy used by the meter during this period.
3. All bills for regular monthly service are due within fifteen (15) days of the date the bill is compiled.
4. If the Cooperative does not receive a meter reading, an estimated bill shall be rendered in accordance with the established practices of the Cooperative.
5. If a Member is delinquent in paying his or her bill, the Cooperative shall:
 - a. Add a one and one-half percent (1.5%) penalty for current amount past due;
 - b. Attempt to contact the Member by automated telephone calls; and;
 - c. Mail a disconnect notice to the Member of the past due account.

6. The Cooperative may utilize small claims court and/or collection agencies to collect active or inactive accounts.

E. Fees – Collection.

1. If a Member is delinquent in paying his or her bill after being duly notified as discussed above, the Cooperative shall either collect the amount due, install a 30/30 limited meter, or discontinue service. The 30/30 limited meter will provide the Member full power for thirty (30) minutes and no power for thirty (30) minutes on a continued cycle.
2. The Cooperative shall charge forty dollars (\$40.00) to defray the expense of the collection or disconnection trip or for the removal of the 30/30 limited meter prior to 2:00 p.m. on a regular business day.
3. The Cooperative shall charge the total of the two (2) highest months within the past eighteen (18) months if a Member requests reconnection of service or removal of a 30/30 limited meter after 2:00 p.m. on a regular business day or on a Saturday, Sunday, or holiday.

F. Fees – Other.

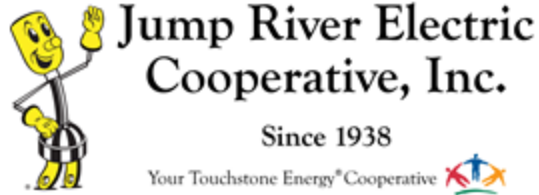
1. There are no additional charges for arc welders.
2. Any service calls handled by Cooperative employees that are not a part of regular operation of the Cooperative shall be billed to the Member responsible for such service call at the actual expense of the Cooperative. An example of such service call is as follows: A Cooperative employee made an outage call and determined that the root of the problem was stemming from Member-owned circuit breakers.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 3, 2019
Date Revised: March 29, 2022
Date Revised: June 28, 2022

PREVIOUSLY MEMBER POLICY NO. 15



Member Policy No. 316

I. **SUBJECT:** Returned Payments

II. **PURPOSE:**

The purpose of this policy is to set forth the consequences of a Member's returned check or ACH payment.

III. **POLICY:**

- A. If the Cooperative receives a returned check, the Member shall be informed by writing or by telephone that the check was returned and that the Cooperative is redepositing the check. If the Cooperative receives a returned ACH payment, the Member shall be informed by writing or by telephone that the ACH payment was returned, and that the Member shall make an alternate form of payment for the returned amount.
- B. If a Member's check or ACH payment is returned for the first time during each twelve (12) month period, there will be no service charge. For any subsequent returned checks or ACH payments, the Cooperative shall charge a thirty-five-dollar (\$35.00) service charge. The Member shall be further notified in writing or by telephone that if reimbursement or arrangements have not been made within five (5) days of the subsequent return, the Cooperative will take necessary action to collect the amount owed or will disconnect the service, in which case a forty-dollar (\$40.00) collection or disconnection fee shall be added.
- C. If the Cooperative receives two (2) returned checks within a twelve (12) month period from one (1) Member, the Member shall be advised that if a third (3rd) returned check is received within the remainder of the twelve (12) month period, the Cooperative will not accept any more checks from the Member for the remainder of the twelve (12) month period. If the Cooperative receives two (2) returned ACH payments within a twelve (12) month period, the Cooperative will no longer allow the Member to use ACH, and the Member will need to make payments through a different method.
- D. A Member disconnected for non-payment under this policy shall be subject to reconnection charges and fees, as outlined in Member Policy No. 315.
- E. Late-payment and service charges shall still apply even if a Member predates a check or requests that a current check be held until a certain date.

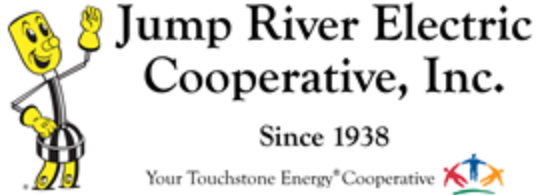
- F. Insufficient funds, closed accounts, or payments stopped that were provided by a Member to reconnect an account that was disconnected for non-payment subjects the account to immediate disconnection.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY NO. 16



Member Policy No. 317

I. **SUBJECT:** Power Cost Adjustment (PCA)

II. **PURPOSE:**

This rider is applicable to all electric service rates established by the Cooperative's Board of Directors, except the rental rates for dusk to dawn yard lights, or any rates that do not utilize a separate energy charge. The Board of Directors may defer or suspend collection of the PCA at any time.

III. **POLICY:**

A. Monthly Rate:

There shall be added to each monthly bill for electric service, an adjustment per kilowatt- hour (kWh) based upon the cost of power purchased during the most recent calendar month for which actual costs are known. This adjustment per kWh will be rounded to the nearest \$0.00001.

B. Calculation of PCA:

The Board of Directors shall periodically set the purchased power base rate (PCA Base rate) with consideration of any cost-of-service study, rate analysis, and/or projected wholesale power cost projections from Dairyland Power Cooperative. Then the following steps for the monthly PCA calculation shall be followed:

1. The actual purchased power cost for the most current month shall be compared to the calculation of the same amount of kWhs at the established PCA base rate. The resulting difference, positive or negative, shall result in a total PCA charge or credit.
2. Ninety percent (90%) of the calculated PCA charge or credit shall be applied at a rate based on the budgeted kWh sales for the current month.
3. The actual PCA charges or credits for the month shall be compared to the total from step 2 above.
4. The difference from step 4 shall be added or subtracted when calculating the total PCA for the succeeding month.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: April 26, 2022

PREVIOUSLY MEMBER POLICY NO. 6A



Member Policy No. 318

I. **SUBJECT:** Signage

II. **PURPOSE:**

The purpose of this policy is to forbid the posting of any signs by Members or other individuals to the Cooperative's poles or structures.

III. **POLICY:**

- A. Cooperative personnel are hereby authorized to remove all signs that are attached to the Cooperative's poles or structures or that they find attached to the Cooperative's poles or structures in the future.
- B. If any signs that were removed reappear on the Cooperative's poles or structures, such signs will again be removed at the expense of the Member who owns the property housing such poles or structures.
- C. The only signs permitted to be attached to the Cooperative's poles or structures are those placed by Cooperative personnel, such as "High Voltage" signs.

IV. **RESPONSIBILITY:**

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY NO. 18



Member Policy No. 319

I. **SUBJECT:** Land Use Permits

II. **PURPOSE:**

The purpose of this policy is to establish guidelines for obtaining a land use permit.

III. **POLICY:**

- A. Before any new service is built, Cooperative management should be certain that the Cooperative's investment in the line extension will not be impaired.
- B. Cooperative management may require a copy of a land use permit and permit number, or conditional use permit, which will normally be issued by the applicable county zoning administrator, township or municipal authority.
- C. In the case of a new service to existing buildings, if a land use permit or conditional use permit is not required but if the Cooperative management feels that the investment required by the Cooperative may be impaired, the Cooperative may request a contribution in aid of construction and retirement from the Member.

IV. **RESPONSIBILITY:**

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY NO. 19



Member Policy No. 320

I. **SUBJECT:** Easements & Right-of-Ways

II. **PURPOSE:**

The purpose of this policy is to establish guidelines for both the Cooperative and its Members in regard to easements, right-of-ways, and tree cutting.

III. **POLICY:**

- A. Easements may be secured by authorized persons of the Cooperative. Members shall grant to the Cooperative easements granting permission for the Cooperative to erect its equipment and to enter onto the Member's premises to maintain such equipment without cost to the Cooperative and in consideration of the connection.
- B. If it becomes necessary to pay for any easements, surveys, or maps, the Member requesting service shall pay all costs involved and an advance deposit.
- C. If the premises of a Member is so located that he or she can only be served by Distribution Facilities extending over the property of another, the Member shall accept service under such terms as are provided in the permit or agreement covering the location and the maintenance of service equipment, and the Member shall reimburse the Cooperative for any and all special or rental charges that may be made for such right by said permit or agreement.
- D. If the Cooperative is compelled by legal action or otherwise to pay for an easement right-of-way and/or for damages for construction without an easement, service will not be extended to any occupant or owner, present or future to any of the land over which such easement was compelled to be procured by payment of money until such money is repaid to the Cooperative in full along with twelve percent (12%) annual interest thereon from the date of payment by the Cooperative.
- E. Whenever there is a change of land ownership and the records of the Cooperative are changed to the new owners, the new owners shall furnish the Cooperative with an easement even though the Cooperative has an easement from the former owner. The easement shall be granted prior to receiving service.

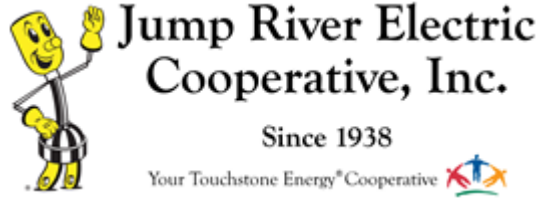
- F. Construction of any line extension shall not be started until all easements involved have been properly secured.
- G. All easements shall be recorded with the applicable Register of Deeds.
- H. Tree Cutting
 - 1. The Member shall provide a cleared right-of-way on all extensions of service under the Cooperative's supervision.
 - 2. The Cooperative shall cut dangerous trees that could fall into the Cooperative's lines or equipment. These are trees that are considered a fire hazard, lean toward the line, or pose a potential public safety hazard.
 - 3. The Cooperative shall cut, trim, or top trees that are in its right-of-way pursuant to the following:
 - a. If the Cooperative is clearing a right-of-way, the Cooperative will make an effort to contact the Member, either in person or in writing, before the work begins, if possible.
 - b. Trees located out of the right-of-way shall only be cut after contact with the Member has been made, unless the tree is a danger or in an emergency.
 - 1. The Cooperative may receive requests from Members and non-members to cut down trees that are close to the Cooperative's Distribution Facilities. If the Cooperative receives such a request, the Cooperative shall not cut those trees for the personal benefit of the Members and non-Members, unless there are extraordinary circumstances involved.
 - 2. If the Member or his or her contractor is performing the tree cutting, the Cooperative will drop or disconnect the line at no cost to the Member, provided the Member gives the Cooperative sufficient notice.
- I. If the Cooperative is aware of an existing hazard in the Member's wiring or any structures that may be erected by a Member that may tend to create a hazard by coming in contact with the Cooperative's lines, the Cooperative shall notify the Member, and the Member shall remove or correct the hazard within thirty (30) days of such notice. Failure of the Member to remove or correct the hazard within thirty (30) days shall be cause for the Cooperative to discontinue service until the hazard is removed or corrected. If legal action to force removal or correction is necessary, the expenses incurred by the Cooperative shall be charged to the Member, including court costs and attorneys' fees.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY No. 20



Member Policy No. 321

I. **SUBJECT:** Member Inspection of Books & Records

II. **PURPOSE:**

The purpose of this policy is to ensure that Members have the right to inspect the books and records of the Cooperative and to provide guidelines that protect the confidentiality and privacy of Cooperative information.

III. **POLICY:**

- A. Copies of the Cooperative's Articles, Bylaws, Board Policies, Member Policies, and other rules, regulations, books, and records are on file at the Cooperative's office and are open to inspection by Members. The above may be revised, amended, supplemented, or otherwise changed by action of the Board.
- B. Any Member or his or her agent or attorney may inspect the books and records of the Cooperative, subject to the following conditions and limitations:
1. The Member is acting in good faith;
 2. The inspection sought is for a proper purpose relating to the Member's interest in the Cooperative's business or affairs;
 3. The books and records sought to be inspected are pertinent to such proper purpose;
 4. In the reasonable judgment of the Cooperative, disclosure of the requested information to the Member would not adversely impact the best interests of the Cooperative;
 5. The books and records requested cover no more than the current and five (5) preceding fiscal years, unless, in the sole judgment of the Cooperative, there are extraordinary and compelling circumstances that warrant more extensive access; and
 6. The inspection is at a reasonable time.
- C. The Member's inspection shall be based upon a written request to the Cooperative on the Cooperative's "Application to Inspect Books and Records", a copy of

which is attached to this policy as Attachment A, which shall be made not less than one (1) week prior to the time of such requested inspection and which shall be submitted to the Cooperative electronically, by mail, or in person. In the request, the Member shall describe in detail the purpose of the request, including a specific explanation of what the Member will do with the information. A vague or non-specific explanation prevents the Cooperative from making an informed determination of good faith and proper purpose, which may cause denial of the request.

D. The General Manager/CEO shall be responsible for the initial determination of whether to provide access to all or any portion of the requested records, including but not limited to the determination of good faith and proper purpose. In case of doubt, the General Manager/CEO may refer such determination to the Board, and, in the event of an adverse initial determination by the General Manager/CEO, the Member may appeal such initial determination to the Board. All determinations by the General Manager/CEO and the Board shall be provided to the requesting Member electronically, by mail, or in person. In all cases, any determination by the Board shall be final, subject to any ruling or order of a court having jurisdiction concerning the lawfulness of that determination under the applicable statute.

E. The following books and records of the Cooperative shall not be open to inspection by any Member, except by specific authorization of the Board:

1. Personnel actions, such as promotions, demotions, and disciplinary matters;
2. Compensation information of individual employees, except when and to the extent the information is required to be disclosed on IRS Form 990;
3. Trade secrets and like information where disclosure might cause competitive disadvantage to the Cooperative;
4. Price or bid quotations for equipment, materials, appliances, fuel, insurance, etc., prior to acceptance;
5. Information subject to a formal non-disclosure agreement entered into in the usual course of business;
6. Confidential intra-office memoranda or communications;
7. Financial books or records if the Cooperative is subject to any legal duty to preserve the confidentiality of or protect the privacy of information contained in the financial books or records;
8. Material or communications possibly libelous in nature;
9. Individual Member information, such as billing data, communications,

and other information identified by Member name; and

10. Information subject to a legal privilege or qualifying as work product.
- F. In determining good faith and proper purpose, the General Manager/CEO and Board will consider the applicable statutes and court decisions concerning rights of shareholders of business corporations and members of cooperatives to inspect the books and records of the enterprises in which they have an ownership interest for a proper purpose. Proper purpose shall be presumed to be a purpose to protect the financial interest of the Member and not one merely to satisfy curiosity, promote some political or social goal, or to advance the non-cooperative commercial interest of another person or enterprise.
- G. A Member receiving electric service may make notes on or copies of the Cooperative's books and records inspected. The Cooperative will furnish, within reason, photocopies of such records, provided the Member pays the reasonable cost thereof, including employee time, duplicating materials, and use of duplicating equipment; the Member pays the advance deposit of an amount estimated to cover such cost; and the Member signs the "Acknowledgement of Receipt of Documents and Records", a copy of which is attached to this policy as Attachment B.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY NO. 21

ATTACHMENT A
APPLICATION TO INSPECT BOOKS AND RECORDS OF
JUMP RIVER ELECTRIC COOPERATIVE, INC.

The undersigned member of the Jump River Electric Cooperative, Inc. (the "Cooperative"), as applicant, does hereby make application to inspect certain books and records of the Cooperative and, in support thereof, does hereby represent and state that:

1. Applicant is a member receiving electric service from the Cooperative and has been such a member since _____.

2. Applicant is acting in good faith in seeking this inspection. Inspection is solely for the purpose(s): [Describe specifically, not just in general terms, your purpose(s) for seeking access to the books and records of the Cooperative, including a detailed description of what you will do with the information.] _____

3. The books and records of the Cooperative sought to be inspected consist of the following:

4. Explain the connection between the purpose(s) described under (2) above and the books and records sought under (3) above: _____

5. Applicant agrees that if this application is granted, such inspection shall be for the sole use of applicant and for the use of no other person or organization, and such inspection shall be for the sole purpose stated above and for no other purpose.

6. Applicant agrees that he or she will not distribute or copy the documents or any of the information obtained from examining the books and records, without prior written approval of the Cooperative's Board of Directors and will not remove any books and records from the Cooperative's offices.

7. The applicant hereby designates _____ as his/her authorized attorney or agent to make or assist applicant in making such inspection. If an attorney or agent is designated, that person shall sign below to confirm: (a) his/her agreement not to use or disclose any of the documents or any of the information contained therein, other than for the specific purpose(s) identified by applicant in (2) above and (b) his/her agreement to comply with the conditions of (6) above.

[Signatures on following page.]

Dated this _____ day of _____, 20____.

By: _____
(Applicant)

Name: _____

Account Number: _____

Address: _____

Telephone: _____

By: _____
(Attorney or Agent)

Name: _____

ATTACHMENT B

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS AND RECORDS

I have requested that the Jump River Electric Cooperative, Inc. (the “Cooperative”) provide me with copies of records for which I have paid reasonable duplicating costs. I acknowledge that the copying of the records was, at my request, for the purpose of my sole use and cannot be used by other persons or organizations. I further acknowledge that the records I have copied can be used for no other purpose than the one(s) that I have stated in my request.

Accordingly, I agree that I will not distribute or copy any information obtained from examining the records without prior, written approval of the Board of Directors of the Cooperative. I further agree that a reasonable fee for each breach of this agreement is one thousand dollars (\$1,000.00) because the Cooperative is charged with protecting the confidentiality and privacy of documents and information about the Cooperative’s business, finances, members, and employees. I acknowledge that the Cooperative may elect, instead, to recoup the actual damages caused by any breach.

Amount Paid: \$ _____

By: _____
(Applicant)

Name: _____

Date: _____

Account Number: _____

Address: _____

Telephone: _____

Member Policy No. 322

I. SUBJECT: Member Attendance at Board Meetings

II. PURPOSE:

The purpose of this policy is to create guidelines that the Cooperative may follow to ensure Members have the opportunity to appear before the Board.

III. POLICY:

- A. The Board shall, to the extent reasonable and practical, afford each Member an opportunity to appear before the Board and present appropriate matters for Board consideration.
- B. Any Member desiring to appear before the Board shall submit a request by using the “Member Request to Attend Meeting of Board of Directors” form attached to this policy as Attachment A. The request shall be set forth in writing and submitted to both the GM/CEO and Board President and shall set forth in detail the specific reason(s) for the request. A vague or non-specific description of the reason(s) may cause the Cooperative to deny the request.
- C. The signed and completed request must be submitted to the Ladysmith headquarters office of the Cooperative not less than fifteen (15) days prior to the Board meeting. Each request shall allow a maximum of five (5) additional persons to attend with the Member. Names of these persons shall appear on or attached to the request form.
- D. Unless expressly consented to by the Board, the following are not normally permitted to attend Board meetings:
 - 1. Members or representatives of communication media, such as newspapers, radio, television, etc.
 - 2. Individuals or members of organizations who or which have appeared in administrative, judicial, or other legal proceedings as adverse parties to a position taken by the Cooperative.
 - 3. Other persons who are not members of the Cooperative or designated legal representatives of a Member of the Cooperative.
- E. A request may be made for the stated purpose of observing one (1) or more

particular items on the Board agenda, in which case, assuming the item does not require executive session consideration, the Board will make every reasonable effort to take up those items early on the meeting agenda for the requesting Member's convenience.

- F. A request may be made for the stated purpose of reporting a positive complimentary opinion to the Board.
- G. A request may be made for the stated purpose of bringing a complaint or controversial matter before the Board, in which case the Cooperative's management shall first make every reasonable effort through conference with the requesting Member(s) to resolve the matter without the necessity of the Member(s) attending a Board meeting. If such efforts fail, then the Board shall schedule a time on its meeting agenda to hear the requesting member(s) if:
 - 1. The Cooperative's GM/CEO, Board President, or attorney concludes that the subject matter of such request has merit and is not improperly motivated and that any decision that is to be made should be directly made or approved by the Board;
 - 2. The Member requests or demands that he or she be permitted to make such appearance with or by legal counsel for a stated, bona fide purpose;
 - 3. The Cooperative's attorney recommends that such appearance be made for the purpose of enabling a Member to exhaust his or her administrative remedies for an alleged wrong, even though the attorney may be of the opinion that the subject of the Member's complaint is wholly without merit or is improperly motivated; or
 - 4. The Board decides that it is otherwise in the best interest of the Cooperative to grant the request.
- H. Except as may otherwise be allowed, any attendance allowed at a meeting of the Board shall be limited to consideration of the specific matter(s) which the requesting Member or other person has set forth in writing as required. If more than one (1) Member or other persons request to attend a meeting of the Board in connection with the same subject, the Board, even though such request may be granted, may nevertheless restrict the maximum number of those who may appear at less than the total who have joined in the request.
- I. Whenever one (1) or more Members or other persons are allowed to attend a meeting of the Board of Directors, the following procedure shall be honored:
 - 1. Such person(s) shall be seated away from the conference table so that their physical proximity to the meeting will not impair or interfere with its conduct.

2. Without regard to the purpose of the person(s) attending a Board meeting, they will be duly informed that the Board reserves the right and that it has the duty to exclude them from the meeting at any time that the Board deems such action necessary for the meeting to proceed objectively and without the prejudice or coercion that such person(s)' attendance might cause.
3. No audio or video recording will be allowed unless specifically requested or approved by the Board.
4. If the Member wishes to present any written materials to the Board, the Member shall deliver those in a reasonable in amount to the location of the meeting no later than 12:00 p.m. on the business day proceeding that meeting.
5. If such person(s) attend to present a specific matter, including complaints, or to make specific inquiries, the presentation shall not exceed fifteen (15) minutes. The Board will hear such presentation totally, including asking any questions that it deems appropriate, but it will not discuss or respond to or take any action with respect to such matter or inquiry until after such person(s) have retired from the meeting room.
6. After deliberating the matter and making decision thereon, the Board shall cause such person(s) to be duly informed in writing thereof, including, if such be the case, that no action was or will be taken thereon.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY NO. 22

ATTACHMENT A

MEMBER REQUEST TO ATTEND MEETING OF BOARD OF DIRECTORS

No member, including the attorney of a member, or other person may attend a meeting of the Jump River Electric Cooperative, Inc. (the "Cooperative") Board of Directors unless this form is completed and express approval for such attendance is thereafter allowed. This completed form must be submitted to the Cooperative no less than fifteen (15) days prior to the Board meeting.

Full Name: _____

Account Number: _____

Address: _____

Telephone Number / Email Address: _____

If this request is also for and on behalf of others, include on a separate sheet of paper their full names, addresses, and telephone number and whether they are a member, your attorney, or other.

Purpose(s) for requesting such attendance: (Please be specific.) _____

Any presentation shall not exceed fifteen (15) minutes.

Date of Request:

Signed: _____

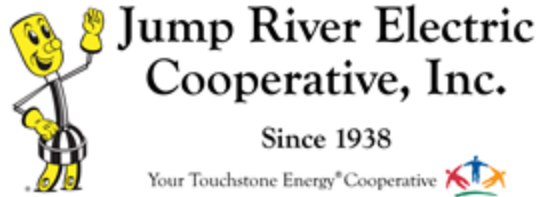
*To be completed by the Cooperative.

ACTION ON REQUEST*

Date of Action: _____

Signed: _____

Title: _____



Member Policy No. 323

I. **SUBJECT:** Member Complaint

II. **PURPOSE:**

The purpose of this policy is to establish a process for the Cooperative and its Members to follow when submitting and reviewing a Member complaint.

III. **POLICY:**

The following process is available to all Members for the purpose of resolving complaints of the Cooperative in a prompt and equitable manner.

- A. The complaint procedure may start with an informal discussion between the Member and a representative of the Cooperative.
- B. If the Member does not wish to take part in an informal discussion or if the informal discussion is not conclusive, the Member may submit a written complaint to the General Manager/CEO, who will review the complaint and conduct an investigation. The written complaint shall set forth the details of his or her complaint and shall be submitted within forty-five (45) days of the action underlying the complaint. The General Manager/CEO shall inform the Board's Governance Committee of the complaint and shall make a formal, written decision within seven (7) days of receiving the complaint. The General Manager/CEO will send the decision to the Member and provide a copy to the Governance Committee of the Board.
- C. If the Member is unsatisfied as to the General Manager/CEO's decision or if the complaint involves the General Manager/CEO, the Member may submit the written complaint to the Governance Committee, who will review the complaint and conduct an investigation. The Governance Committee shall make a formal, written decision within seven (7) days of receiving the complaint and shall send the decision to the Member, with copies to the General Manager/CEO and the Board.
- D. If the Member is unsatisfied as to the Governance Committee's decision, the Member may request that the written complaint be forwarded to the Board for review, which the decision shall be final. The Member shall make such request within fifteen (15) days of the Governance Committee's decision. If the Board elects to review the request, the Board shall make a formal, written decision within seven (7) days of receiving the request and shall send the decision to the

Member, with copies to the General Manager/CEO. The Board's decision shall be final.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY NO. 23



Member Policy No. 324

I. **SUBJECT:** Prepaid Billing

II. **PURPOSE:**

This policy establishes a program to permit Jump River Electric Cooperative Members to prepay for electric service and to define the terms and conditions of such Prepaid Billing Program.

III. **POLICY:**

- A. Participation in the Prepaid Billing Program (“Program”) is at the discretion of the Cooperative and requires a participating Member to sign an agreement in the form of Exhibit 1 to this Policy. The Cooperative reserves the right to remove any member from the Program at any time, without consent or notification. The Cooperative reserves the right to terminate or change the program at any time in its sole discretion.
- B. All Program participants must have a signed Application for Membership and Electric Service on file with the Cooperative.
- C. Participation in the Program shall be limited to residential members. If a membership is held jointly, all persons included in the joint membership must agree to participate in the Program.
- D. The Prepaid Billing Program may be used in lieu of a Billing Deposit. Existing Members who are accepted into the Program shall have any deposit previously paid on their account applied first to any unpaid balance with the Cooperative. Any remaining amount shall be applied as a credit to the Member’s Prepaid Billing Program account. Cash refunds will not be made under any circumstances.
- E. Members shall be ineligible to participate in the Program in any of the following circumstances:
 - 1. Members who have a “medical necessity” or any other “outage priority” need;
 - 2. Members whose meters are not configured for remote disconnect and reconnect;
 - 3. Members enrolled in the Dual Meter Program; and

4. Other circumstances which the Cooperative may determine on a case-by case basis.
- F. A Member's prepaid account must have a positive balance for the Member to receive electric service. Upon the prepaid account reaching a zero (\$0.00) balance, the Member's electric service shall be automatically disconnected by remote disconnect switch. Due to the automated nature of the Program, the provisions of other Cooperative policies governing disconnection and notice thereof shall not apply to prepaid accounts. Members will not receive notices of the Cooperative's intent to disconnect.
 - G. In the event that the meter does not automatically disconnect when the Member's prepaid account balance reaches zero, the Member shall still be liable for all service provided to the account.
 - H. Member may deposit funds into a prepaid account through the following methods, which may be revised from time to time:
 1. In-person at the Cooperative's office during normal business hours by cash or money order;
 2. Online payment by credit or debit card, wire transfer, or ACH; or
 3. By telephone at 1-888-255-6489.
 - I. The Program shall only accept prepayments in the minimum amount of \$50.00 ("the Minimum Prepayment Requirement"). If a Member is disconnected due to a zero balance, Member must deposit sufficient funds into the prepaid account to cover the Minimum Prepayment Requirement before reconnection will occur.
 - J. Members with unpaid balances on their accounts may be permitted to enroll in the Program. However, twenty percent of any amount deposited in the Member's prepaid account shall be applied to the unpaid balance until such balance is fully paid. For example, if a Member with an unpaid balance deposits \$50.00 in the prepaid account, \$10.00 will be automatically deducted and applied to the Member's past due balance and \$40.00 will be credited to the Member's prepaid account to be applied to the Member's future electric service.
 - K. For Members who enroll in the Program with unpaid account balances, the Cooperative will suspend the accrual of late fees and forgo action to collect the unpaid debt so long as the Member maintains a positive prepaid account balance. In the event that a Member has a zero or negative prepaid balance for a period exceeding ten business days, late fees will begin accruing again and the Cooperative may, at its sole discretion, undertake any and all other actions to recover the unpaid debt from the Member in accordance with the Cooperative's policies and applicable law.

- L. A member enrolled in the Program who is disconnected due to a zero or negative prepaid balance may, by depositing the Minimum Prepayment Requirement, reconnect service at any time for a period of 90 days after disconnection without incurring any reconnection or disconnection charges. In the event that a Member's prepaid account remains disconnected for more than 90 days, the account will be closed, and the Member will have to contact the Cooperative to reconnect service. In such circumstance, the Cooperative will determine on a case-by-case basis whether to allow the Member to re-enroll in the Program or to instead require the Member to pay for service by regular non-prepaid billing. The Cooperative may also impose disconnection and reconnection charges as set forth in its rate schedule.
- M. Each prepaid account will be read and billed each day to determine the balance on the account. At such time, the system should calculate the amount of energy usage and reduce the credited balance on the account accordingly. In the event that the meter cannot be read automatically, the prepaid account will be debited according to an estimate based on the Member's historical average daily energy usage. Charges for Power Costs Adjustments or other costs that may not be calculated on a daily basis may be deducted from prepaid accounts daily on an estimated basis but will be tried up on at least a monthly basis.
- N. As a convenience to participating Members, the Program will utilize an automated notification system to alert Members about their account status, including when their prepaid accounts are nearing a zero balance and power will be disconnected. The Cooperative's system will be set up to begin providing low balance notifications to a participating Member when the prepaid account balance reaches \$20.00. The Cooperative will make reasonable efforts to provide such notifications but does not guarantee that such notifications will be sent or that Members will receive such notifications. It is the responsibility of participating Members to configure and monitor their own accounts and ensure that sufficient funds are deposited to pay for the Members' electric service needs.
- O. To participate in the Program, Members must maintain a SmartHub account and must consent to receive electronic communications and automated and autodialed telephone and text messages from the Cooperative. Any Member who revokes such consent shall be immediately removed from the Program.
- P. Participating Members must provide a valid email address for receiving communications from the Cooperative about the status of their accounts and other aspects of the Program. If feasible for the Cooperative, participating Members may also elect to receive notifications by telephone messages, texts, or other electronic means.
- Q. Members participating in the Program shall not be eligible for payment arrangements with the Cooperative. Energy assistance payments made on a participating Member's behalf may not be credited to the Member's prepaid

account until actually received by the Cooperative and may take up to two days to be posted.

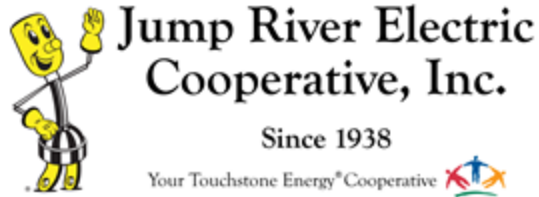
- R. Members participating in the Program shall not be eligible to participate in the Community Cents or Evergreen programs.
- S. A Member participating in the program who leases the property being served by the Cooperative must consent to the Cooperative providing information to the owner of the property regarding the Member's enrollment in the Program and the status of the Member's prepaid account.
- T. There shall be no charge for disconnection or reconnection of a Member participating in the Program. Unless otherwise modified in this Policy or other Cooperative policies, all other applicable fees, charges, and taxes assessed by the Cooperative for electric service shall apply to Members participating in the Program.
- U. Members must remain enrolled in the Program for a minimum of six months before they will be eligible to return to non-prepaid service. Any Member who enrolled in the Program with an unpaid balance must fully pay such balance before he/she will be permitted to return to non-prepaid service.
- V. In the event that a Member switches from the Program to non-prepaid service, any funds in the Member's prepaid account shall be applied to the Member's security deposit, if required. Otherwise, the funds will be applied as a bill credit for the Member's future electric service. Cash refunds will not be permitted for Members switching from prepaid to regular billing.
- W. In the event that a member requests discontinuance of electric service, any positive credit balance in the prepaid account after all fees and charges are applied shall be refunded to the Member following final billing.

IV. **RESPONSIBILITY:**

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: July 30, 2019

PREVIOUSLY MEMBER POLICY NO. 24



Member Policy No. 325

I. SUBJECT: Meter Opt Out

II. PURPOSE:

Jump River Electric Cooperative, Inc. (the “Cooperative” or “JREC”) recognizes that some members of the Cooperative may not want to be a part of JREC’s Automated Metering Infrastructure (AMI) system and, when it is possible, JREC provides options for our membership. Accordingly, the objective of this policy is to provide a mechanism for JREC members who so desire to opt-out of JREC’s AMI system.

III. POLICY:

1. The Policy shall be available to all members, except for the following:
 - a. Members who participate in services or optional rates that require the AMI system (e.g. Net Metering, Time-of-Day, and Pre-Pay),
 - b. Members who are found to tamper with the meter or are currently under a tampering bond,
 - c. Members who have poly-phase service or are served by a demand meter,
 - d. Members who receive a notice of disconnect for nonpayment,
 - e. Members whose meters are inaccessible to read (e.g. physical obstructions, hazardous conditions, or denial of access).
2. Members who elect to enroll in the AMI Opt-out program will provide JREC with a completed Opt-Out Request Form signifying their agreement to the Terms and Conditions outlined on the form.
3. The Cooperative shall annually establish a charge for members who elect not to have their consumption measured by automated (AMI) means. There shall be an initial charge for replacing the meter and a monthly charge for manually reading the meter.
4. A non-AMI Meter Reading Fee of \$65 per month shall be added to the regular monthly facility charge and electric service billing of any member requesting. The Cooperative’s standard meter replacement fee shall be charged for replacing an AMI meter with a non-AMI meter, or vice-versa.

OTHER OPTIONS

The Member would have the option:

1. To relocate the point of service, at the Member's expense. The location of the Service Point shall be at the sole discretion of the Cooperative.
2. To disconnect from the JREC distribution system grid. The electric service including transformer, wires, load management, etc., and any other Cooperative-owned equipment may be removed by JREC. Any future reconnection of service will require payment of all reconnection and line extension fees.

IV. RESPONSIBILITY:

The General Manager/CEO is responsible for adherence to and implementation of this policy.

Date Adopted: September 1, 2021

PREVIOUSLY MEMBER POLICY NO. 25