

POLICY 36. HIGH DENSITY LOADS (HDL)

April 25, 2018

It shall be the policy of the Cooperative in the consideration of service to server farms and similar technological operations with an energy use intensity (EUI) of 250 kWh/ft²/Year served at a single point of delivery to follow objectives listed in POLICY 37 LARGE INDUSTRIAL LOADS below regardless of load size. In addition, the Cooperative will consider the following definitions and principles when deciding how to best serve High Density Loads.

- A. EUI is the annual kilowatt-hour of electricity use divided by the operating space square footage used by the electricity consuming activity as determined by the Cooperative.
- B. "Server Farm" means an entity whose electricity use serves mostly one or more computer server machines and any ancillary loads including HVAC, UPS, power systems, and lighting.
- C. Adhere to Bonneville Power Administration service to "New Large Single Load" requirements.
- D. May establish a new rate class on a case-by-case basis for HDL below 2500 kW to provide at-cost load service consistent with other general rate classes.
- E. Require HDL to complete Commercial/Industrial Load Request Form.
- F. Require a load study by the Cooperative's Engineer to determine the impact including power factor of the HDL and mitigation measures required.

~~POLICY 40. COOPERATIVE OWNED HEINEMANN BREAKER & SERVICE ENTRANCE CONDUCTOR (SEC) LOOP REPLACEMENT POLICY~~

~~January 7, 1998~~

~~Amended February 10, 2000~~

~~Deleted April 25, 2018~~

~~The Cooperative will replace an existing Cooperative Heinemann breaker and/or service entrance conductor (SEC) loop of equal size and type with updated service equipment. The member will be required to sign a release form, choosing one (1) of the following four (4) options:~~

~~Option 1—Replacement and Member Ownership.~~

~~The Cooperative will replace the service equipment at no cost to the member. The member will acknowledge receipt of and accept full ownership and responsibility of the new service equipment from the Cooperative following the terms outlined in the Heinemann Breaker and/or SEC Loop Release Form.~~

~~Option 2—Upgrade and Member Ownership.~~

~~The member chooses to have the service upgraded and accept full responsibility for the installation. The member chooses to upgrade the existing service equipment to a size other than what is existing. At the member's cost and upon approval from the Cooperative, the member may upgrade the existing service equipment by a date specified by the Cooperative. The new service equipment must be installed by a licensed electrical contractor and must meet current National Electric Code (NEC) standards. The member will accept full responsibility and ownership of the new service equipment, as well as all liability, future maintenance and upgrade costs. The member will receive off setting dollar credits from the Cooperative for replacing the existing service equipment. The amount of this credit will be determined by the Cooperative and will be based on the cost difference between replacing the existing service equipment and the upgrade. These credits will be given to the member upon completion of the change out and inspection by the Cooperative.~~

~~Option 3—Removal:~~

~~If the member no longer wishes to use the existing service, then the Cooperative will remove the existing service equipment and associated electrical equipment completely at no cost to the member. The member understands that if the service is to be re-installed at a later date, it will be considered a new service and treated as such under existing new service policies.~~

~~Option 4—Equipment Lease:~~

~~If the member wishes to not accept ownership of the new service equipment, then the Cooperative will rent the new service equipment to the member following the terms outlined in the Heinemann Breaker and/or SEC Loop Release Form. A monthly rental fee will be determined by the Cooperative. The member may take full responsibility of the new service equipment at any time and discontinue the rental agreement.~~

POLICY 41. ELECTRIC SERVICE RULES AND LINE EXTENSIONS

Amended March 15, 2001

Amended July 12, 2003

Amended February 15, 2005

Amended May 18, 2005

Amended December 21, 2010

Amended October 21, 2015

Amended April 25, 2018

The purpose of this policy is to define the terms and conditions under which Salmon River Electric Cooperative (“The Cooperative”) will provide electric service to its members.

The following policy applies to all existing and new Cooperative electric services and facilities.

ELECTRIC SERVICE RULES

- OWNERSHIP OF FACILITIES

The Cooperative will construct and maintain the delivery facilities required to provide service to the Member's point of delivery. The delivery facilities (transmission, distribution, services) up to the Point of Delivery (see below), whether financed by individual, developer or the Cooperative, shall remain the property of the Cooperative and shall be retained and maintained in accordance with general practices of the Cooperative. This will not apply when other contractual arrangements have been made with the Cooperative such as in the case of large industrial customers.

It shall be the responsibility of the Member to acquire and maintain reasonable and adequate proof of ownership of any equipment or facility purchased from the Cooperative.

- POINT OF DELIVERY

The point of delivery is defined as the location where the Cooperative's electrical service conductors terminate, more specifically defined as the weather head conductors on overhead services and the meter base on underground services. All equipment and conductors on the load side of the point of delivery shall be the responsibility of the Member, except where equipment is provided by the Cooperative. The Cooperative shall retain ownership and maintain service poles, meters and metering devices (including current transformers and potential transformers) located at the point of delivery. The electrical connection at the point of delivery will be made by the Cooperative.

The Cooperative will comply with all federal, state and local rules and regulations relative to the inspection and connection of electric wiring. If an existing electric service has been disconnected for a period of twelve (12) months or more, the State of Idaho will require the Member to have the electric service re-inspected by the state electrical inspection agency prior to the Cooperative re-connecting the service.

The Cooperative may relocate a point of delivery if the Member agrees to pay all costs associated with the relocation. If there is a significant benefit to the Cooperative, the Cooperative may elect to contribute towards the cost of the relocation.

- FACILITIES ACCESS

The Member specifically grants, at no cost to the Cooperative, a permanent easement over or through lands that he/she controls (owns), for the purpose of installation of the delivery facilities, and the maintenance, repair, replacement, inspection, and relocation of such facilities, or for any other purpose reasonably related.

The Cooperative retains the right from time to time to trim and to cut down and clear away any and all trees and brush that may be a hazard to its facilities. The Member shall not erect or construct any building or other structure, stack items or equipment (obstruct), or drill or operate any well, within the power line corridor.

The costs of relocation of Cooperative facilities caused by the Member will be borne by the Member.

The Member shall provide, at no expense to the Cooperative, reasonable motor vehicle access to the meter location for each electric service.

All meters will be installed outside and accessible to the Cooperative unless written permission is received from the Cooperative.

The Member shall adjust his/her irrigation system to not irrigate Cooperative facilities (i.e., poles, transformers, meters, etc.).

The Member shall allow the Cooperative to install and maintain reasonable underground cable location signs on the Member's property.

The Member shall allow the Cooperative access, including the installation of Cooperative locks into the Member's gate(s), for the purpose of the Cooperative maintaining and operating its facilities.

- POWER QUALITY

The Cooperative does not guarantee constant or uninterrupted delivery of electric service. The Cooperative has no liability to its Members or any other persons for any interruption, suspension, curtailment or fluctuation in electric service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation resulting from causes beyond the Cooperative's reasonable control. This includes repair, maintenance, improvement, renewal or replacement, and automatic or manual actions taken by the Cooperative, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Cooperative's facilities, and safety of Cooperative personnel and the general public.

The Cooperative reserves the right to disconnect the Member's service equipment from the Cooperative's system at any time during the life of service if the Cooperative experiences system Power Quality problems caused by the Member's facilities operating on the Cooperative's system. The Member, at his/her expense, shall install the necessary equipment to remedy Power Quality problems caused by the Member.

The Member, at its own expense, agrees to install equipment required to limit the Total Harmonic Distortion (THD) and the Total Demand Distortion (TDD) created by the Member's equipment and infused on the Cooperative's system. The Member's THD and TDD shall not exceed those specified by industry standards and/or Cooperative's guidelines.

The Cooperative requires the Member to have all three-phase loads, phase conductors, balanced to within 80 % of each other.

- PHASE CONVERTER

Phase Converter Equipment (~~roto-phase~~) such as roto-phase and variable frequency

~~drives connected to the Cooperative's system~~ will require Cooperative approval prior to ~~installation being connected to the Cooperative's system.~~

If the Member uses Phase Converter equipment (~~roto-phase~~) to generate three-phase power from the Cooperative's single-phase system, such as an alternative to re-phasing an existing power line, the Member accepts all responsibility for ~~the cost of mitigating any power quality problems that may occur on the Cooperative's system due to this installation. This includes the Member installing reduced motor starts or other devices when service conditions change or when the use of the Phase Converter equipment affects other Cooperative services.~~

~~Cost for correcting power quality problems that can only be corrected by the Cooperative making modifications to the Cooperative system will be charged to the Member(s) causing the power quality problem(s).~~

- MOTOR INSTALLATIONS

Single phase and three phase motor installations of 10 horsepower or greater (individual or in aggregate) must be evaluated by the Cooperative prior to connecting to the Cooperative's system. Approval of the installation will be based upon factors such as starting and running currents, location on the Cooperative's system and voltage drop.

All motor installations must meet current National Electric Code requirements.

Time delay settings for automatic restarting equipment or simultaneous starting will be set according to Cooperative guidelines.

The Member is responsible for providing protective equipment to protect their facilities. The Cooperative will not be responsible for damage to the Member's equipment caused by the loss of one or more phases serving the Member's equipment. It is the Member's responsibility to obtain and install adequate phase protection for three-phase motors. The Cooperative will not be responsible for damage to Member's equipment caused by the Member's incorrect phase rotation.

The Member, at his/her expense, shall install power factor correction equipment (capacitors) of adequate size to attain unity power factor as more particularly set forth in the Cooperative's applicable Rate Schedules.

- LIMITATION OF USE

A Member's wiring shall not be extended or connected to furnish service to more than one place of use through one meter except in the following cases:

1. Where the places of use are located on the same parcel of land, such as a pump/pivot or out buildings (barn, garage).
2. Where the Member's business consists of one or more adjacent buildings located on the same parcel of land and the business is operated as an integral

unit (under the same name and same type of business).

A Member will not resell electricity purchased from the Cooperative except in cases where the Member is owner, lessee, or operator of a commercial building, shopping complex, apartment house, mobile home/recreational vehicle park or other multi-family dwelling where the use has been sub-metered and the use is billed to tenants at a cost no greater than the cost the Cooperative would charge for service (direct pass through).

- CONVERSIONS, SERVICE IMPROVEMENTS, UPGRADES

The cost of converting from single-phase service to multi-phase service or from overhead to underground service will be entirely paid by the Member, unless there is some advantage to the Cooperative in the conversion. In that event the Cooperative may, at its sole discretion, share in the cost of the conversion.

When a Member upgrades service equipment and adds load at an existing account, the Cooperative, if necessary, will upgrade its transformers and secondary conductors. Generally, the Cooperative will upgrade its transformers and metering devices at no expense to the Member if the Cooperative can reasonably expect increased long term revenues that will justify the investment.

If the Member's upgrade requires any changes to equipment or conductors operating above 600 volts, any investment by the Cooperative will be evaluated and approved on a case-by-case basis.

- RELOCATION OF FACILITIES

If a Member requests the relocation of Cooperative Facilities, the Cooperative will evaluate the impact on operations, maintenance and financial viability of the Cooperative to determine the feasibility of the project. Each request for Relocation of Facilities will be considered on a case-by-case basis.

All costs of relocating facilities will be entirely paid by the Member, unless there is some advantage to the Cooperative for the relocation. In that event the Cooperative may, at its sole discretion, share in the cost of relocating facilities.

The Cooperative may request the Member to pay a non-refundable deposit, in advance, for engineering services needed for the Relocation of Facilities.

The Cooperative may require a construction agreement to be executed in writing and a deposit to be paid before any special equipment is ordered and/or any construction is started.

- RETIREMENT OF SERVICE

Only a property Owner/Member of the Cooperative can request a retirement of service. A retirement of service request, completed by the property Owner/Member, shall be submitted prior to the Cooperative retiring the service.

The member may be subject to paying the costs of the retirement. With the retirement of service, no credits will be allowed toward the installation and retirement costs of the service from power bills (access charge and usage) that have been paid to the Cooperative during the period the service is in existence.

If a service is under an existing Agreement obligation, the service will not be removed until all obligations have been met.

The Cooperative shall determine the need, method and schedule for the retirement of the service and facilities.

The Cooperative reserves the right to retire a service that has been disconnected for a period of twelve (12) months or greater. If it is requested that the service be reinstalled, the service installation will be subject to the current line extension option chosen.

- UNDERGROUND TRENCHING & CONDUIT INSTALLATION

Generally, all underground trenching and conduit installations will be performed by the Cooperative. However, the Cooperative may allow SREC approved contractors to perform the work based on the contractor's ability to perform the work, construction coordination, inspection coordination and construction safety. All contractor work must be pre-approved by the Cooperative and must be completed in accordance with the Cooperative's specifications and guidelines.

- FACILITY LOCATES

Facility locates include the locating and identifying of both Cooperative overhead and underground facilities. Generally, the Cooperative will provide facility locates of Cooperative facilities at no charge to the member if the locate can be pre-scheduled and performed during regular business hours. Locates performed outside regular business hours may be charged to the Member.

The Member may be charged for locating non-Cooperative facilities. The Cooperative does not guarantee the accuracy of locating non-Cooperative facilities. The Member accepts all responsibility and costs associated with the Cooperative locating Member non-Cooperative facilities.

The Member is responsible for locating all other facilities (water, sewer, telephone, cable TV, gas, etc.) prior to the Cooperative performing any excavation type work, such as underground trenching for the Member. The costs for others locating facilities and repairing damaged facilities caused by incorrect and/or incomplete facility locates will be borne by the Member.

- CONSTRUCTION & STIPULATIONS

The Cooperative reserves the right to commence or cease construction of facilities contingent upon legal or easement considerations, Member caused delays, climate and weather conditions, geographical conditions, excavation problems, wetland problems,

archaeological or endangered species considerations.

- HOLD HARMLESS

The Member will indemnify, defend and hold harmless SREC and its directors, officers, agents, members, and employees from all claims of whatsoever nature or kind, including those brought by employees of the Member or sub-contractors, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the operation of the Member's owned electric facilities and the Member's participation with facilities construction (i.e. trenching and backfilling).

- LINE EXTENSION RULES

It shall be the policy of the Cooperative to extend electric service to prospective member(s) insofar as it shall be possible within sound business principles. The line extension must also be able to comply with Cooperative operation and maintenance standards.

- MEMBERSHIP

The Applicant shall become a Member of the Cooperative ~~by applying for membership and paying the Membership fee upon completing the membership procedures to the satisfaction of the Cooperative and meeting the criteria for membership. As a Member of the Cooperative, he/she is bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative and by such policies, rules and regulations adopted by the Cooperative Board of Directors.~~

- CONSTRUCTION AGREEMENT

At the option of the Cooperative, a Member may be required to sign a construction agreement which specifies the terms of the line extension.

- EASEMENTS AND PERMITS

The Member, without cost to the Cooperative, is ultimately responsible for securing all necessary easements and/or permits for the construction and operation of Cooperative facilities. Easements and/or permits will require Cooperative approval for content and format prior to final signatures.

The Member is required to have necessary inspections and permits (electrical, building, etc.) completed prior to the Cooperative energizing the Member's service.

- CONSTRUCTION ESTIMATES

Construction estimates will be used to establish construction agreements and necessary deposits prior to facilities construction. The Cooperative will determine the cost of a line extension in accordance with standard engineering cost estimating procedures. Cost sharing between the Member and the Cooperative will be in accordance to the criteria established for each line extension option (e.g., Single-Phase Service, Multi-Phase Service, etc.).

Estimates will be valid for 90 days under normal conditions.

In special circumstances, the Cooperative may utilize outside engineering services to aid with facilities construction estimates.

- PAYMENTS

The Member is required to pay, less any Cooperative Aid-to-Construction amounts, all costs (including engineering, travel, labor, equipment and materials) associated with the installation of this type of service. The actual cost of the construction will govern, which may be greater or lesser than the estimate.

The Member will be required to pay one-half the estimated cost of construction amount, less any allowances, prior to scheduling construction. Once the job has been completed, the Member will be billed for the actual audited cost of construction. This may result in an additional charge or credit to the Member.

The Cooperative, at its option, may require a member to provide a suitable performance bond to guarantee the performance of a construction agreement in excess of \$25,000.00.

A non-refundable deposit may be required for initiating a Cooperative Work Order. A Work Order will be initiated for new service work, facility modification work and work requiring extensive engineering, such as supplying estimates where a field investigation is needed.

Depending on the circumstances, the Cooperative may require additional deposit(s) to be paid prior to any special equipment order and/or any construction commencement.

For capital-intensive projects, a construction deposit may be required prior to scheduling construction.

The billing period for a new service shall commence when the Cooperative's work is complete and energized.

- ~~COVENANTS RUNNING WITH LAND/TRANSFER OF INTEREST~~

~~Agreements/Contracts between the Cooperative and the Member, including, but not limited to, the payment obligations of the Member shall constitute covenants running with the premises and land, and shall be binding upon the premises and all transferees, purchasers, and successors in interest of the Member's right, title, and interest in the premises until the terms and conditions of the Agreement are fully complied with by the Member. The Agreement/Contract becomes a lien on the land of the Member herein served and may be foreclosed under mortgage foreclosure law in accordance with the Idaho Code.~~

~~The Member agrees that upon any sale or transfer of the premises, the Member will inform any purchaser or transferee of the terms and conditions of outstanding Agreements/Contracts, and shall provide written evidence to the Cooperative that such sale or transfer is subject to the terms and conditions of the outstanding~~

~~Agreements/Contracts, and that the purchaser or transferee has accepted and assumed the Member's obligations.~~

- DESIGN CRITERIA

For all Cooperative constructed facilities, the Cooperative will stipulate the design criteria, including but not limited to, the location of electrical facilities, the number of phases required, the use of overhead or underground power line, maximum horsepower and voltage stipulations. The Cooperative's Electric Service Handbook available on the Cooperative's website www.srec.org or at the office will serve as the guidelines for new service connections.

- SCHEDULING OF WORK

Scheduling of Work is conditional upon receipt of completed applications, easements, permits, agreements, deposits and other required documents.

- LINE EXTENSION CREDITS

When a new line extension requires attaching to an original line extension, and the original line extension was constructed within the last 10 years, a line extension refund may be owed to those members who have contributed to the cost of the original line extension. The refund amount would be calculated using the following determinants.

1. Depreciated audited line extension value based on a 10 year depreciation cycle and excluding Cooperative aid-to-construction allowances.
2. Percentage of original line extension to be attached to.
3. The number of customers attached to the original line extension.

The refund amount will be payable to each member attached to the original line extension based on their pro rata share of the original line extension. This refund cost will be payable by the member attaching to the original line extension and rolled in to the applicable line extension option chosen.

Line extension credits for connecting to Subdivisions/Developments are addressed separately.

LINE EXTENSION OPTIONS

Line extension options specify how the costs for construction and removal of Cooperative delivery facilities will be applied. Other costs will be governed by the applicable rate schedule. Any line extension option chosen will be subject to agency approval prior to SREC initiating any work. "Agency Approval" includes approval from all governmental agencies involved with the subdivision/development (e.g., USFS, BLM, State, County, City).

- SERVICE TO SINGLE-PHASE POWER ACCOUNTS

Single-Phase service includes permanent service to residential, commercial and

irrigation type accounts.

SREC shall provide a transformer and a meter (not to exceed \$5,000) as “Aid to Construction”.

- SERVICE TO MULTIPLE-PHASE POWER ACCOUNTS

Multiple-phase Service includes commercial, industrial and irrigation type services.

SREC shall provide a transformer(s) and a meter (not to exceed \$5,000) as “Aid to Construction”.

- SERVICE TO MOBILE HOME/RECREATIONAL VEHICLE PARK POWER ACCOUNTS

Service to Mobile Home/Recreational Vehicle Parks will be provided in accordance with the Extension Option for Subdivisions and/or Developments except that the facilities may be primary metered and owned by the Member.

If the Member purchases the facilities from the Cooperative, the Member agrees to accept all responsibility for the maintenance and ownership of the facilities.

~~All Cooperative-allowed Primary metering components and installation costs and/or Time-of-Use metering options~~ will be incurred by the Member.

- SERVICE TO SUBDIVISIONS AND/OR DEVELOPMENT ACCOUNTS

Subdivisions and developments are considered to be any parcel of real property divided into lots or blocks and/or any real property being developed, such as multiple dwelling units, condominiums, recreational facilities or other unspecified privately developed facilities. In some instances, the subdivision/development may be developed and constructed in segments.

Subdivision and developments will comply with the following requirements and guidelines:

The Developer/Owner shall become a Member of the Cooperative, if not already, by applying for membership and paying the membership fee.

The Cooperative may require, in advance, a non-refundable deposit from the Developer/Owner to cover the Cooperative’s expenses to provide preliminary designs and cost estimates of the electric facilities.

The initial and ensuing installation(s) of the backbone system will be established by the Cooperative insuring an adequate and comprehensive plan. The backbone facilities will include the primary lines, secondary lines, junction boxes, deferral boxes and termination points necessary to complete the subdivision/development comprehensive plan. Backbone facilities do not include transformers, meters and service wires to individual services.

The Developer/Owner will provide, at no cost to the Cooperative, adequate easements and rights-of-way for constructing, operating and maintaining the electrical system. The Cooperative will specify the location and widths of required easements and rights-of-way.

If a line extension is required to reach a subdivision/development, the line extension will be administered separately.

Individual service(s) will be provided in accordance with the provisions of the current Line Extension Policy.

The Cooperative reserves the right to extend new facilities from an existing subdivision/development without reimbursement to the Developer/Owner or individual services. At no time will the backbone system of the subdivision/development be subject to a refund. In cases where the Developer/Owner or individual(s) provides a line extension to feed the subdivision/development, the provider may be reimbursed for the line extension in accordance with ~~the~~ current Line Extension ~~Rules~~ Credits.

To complete the design and the construction agreement, the Developer/Owner will be responsible for providing the Cooperative with the following items:

- a) Agency approved designs and construction drawings, including facilities locations (i.e., water, sewer, gas, telecommunications)
- b) Agency approved plat maps and surveyed parcels (pinned).
- c) Recorded subdivision documents.
- d) Estimated future electrical load information.

“Agency Approval” includes approval from all governmental agencies involved with the subdivision/development (e.g., USFS, BLM, State, County, City).

Once the Cooperative has approved the final design, the Developer/Owner will be required to enter into a construction agreement and pay the estimated cost of construction to the Cooperative. The construction agreement and payment of the estimated cost must be completed prior to the Cooperative procuring any materials and scheduling the project for construction. Construction of the subdivision/development will be in accordance with the Developer/Owner(s) recorded plat map. Any construction modifications will require Cooperative approval. Once construction is completed, the actual costs will be determined and the Developer/Owner will receive a refund or be billed the balance due.

- SERVICE TO LARGE POWER ACCOUNTS

Service to Large Loads includes commercial and irrigation type services that exceed a 50 KVA capacity.

Requests for Large Loads service will be considered on a case-by-case basis and depending on the specific circumstances. Each Service will be administered through the corresponding Line Extension option for that type of service.

Services to large loads in excess of 2,500 KVA capacities, will be provided in accordance with the specific circumstances and the decision of the Board of Directors of the Cooperative.

The Cooperative may request the Member to pay, in advance, a deposit for engineering services.

- **SERVICE TO NONSTANDARD POWER ACCOUNTS**

A nonstandard service is considered a service requiring special installation requirements. A nonstandard service can include services requiring deviation from standard voltages and/or standard power quality.

All non-standard services will be provided in accordance with the specific circumstances and will require Cooperative approval prior to the design and installation.

The member/customer may be subject to pay the costs associated with the design and installation of a nonstandard service.

- **SERVICE TO TEMPORARY POWER ACCOUNTS**

Service to Temporary Power Accounts includes services for enterprises or activities, which are temporary in nature and/or where it is known in advance that the temporary service will be of a limited duration. Temporary services may also include operations of speculative character and/or services where the permanency has not yet been established.

Extensions constructed to provide temporary service to new buildings or homes during the construction period and which will be incorporated into the permanent service to the building or home will be provided in accordance with applicable extension option(s) for the class of service being provided.

Extensions to provide temporary service shall be constructed upon receipt of a deposit equal to the established cost of the facilities plus retirement labor and overheads. No Aid-to-Construction allowances will be given toward temporary services unless the temporary service is an integral part of the permanent service (such as construction service). Once a temporary service has been removed, the Member may receive a salvage value credit for salvaged materials returned at value.

The Monthly Minimum Charge shall be charged for the period of time in which the service is ~~used~~ in place or until the Cooperative receives authorization to remove the service.

The minimum payment for service during the construction period will be in accordance with the applicable rate schedule for the class of service being provided except that service provided to contractors will be subject to a construction deposit. The amount of the construction deposit will be based on the scope and size of the project but shall not be less than \$100.00.

SERVICE TO OUTDOOR LIGHTING ACCOUNTS

Outdoor Lighting Service will be provided in accordance with the Cooperative Dusk to Dawn Lighting Service rate schedule.

The Cooperative will install and maintain Outdoor lights (fixture and brackets) on existing Cooperative owned poles where secondary service is available. In cases where poles, transformers, wiring, etc. is required, the Member will be charged for the additional installation costs. Ownership of the installed facilities (including lights, poles, transformers, wire, etc.) will remain with the Cooperative.

POLICY 50. INSPECTION OF CORPORATE BOOKS AND RECORDS

November 11, 1981

Amended August 12, 1987

Amended January 14, 1999

Amended September 19, 2006

Amended October 21, 2010

Amended May 23, 2018

Financial Statements Of The Corporation:

In accordance with Idaho Code ~~30-3-134~~ 30-30-1105, the corporation upon written demand from a member shall furnish that member its latest annual financial statements, which may be consolidated or combined statements of the corporation and its subsidiaries, that include a balance sheet as of the end of the fiscal year and statement of operations for that year. If annual financial statements are reported upon by a public accountant, the accountant's report must accompany them.

Corporate Records:

In accordance with Idaho Code ~~30-3-131(1)~~ 30-30-1102, members of the corporation are entitled to inspect and copy, at a reasonable time and location specified by the corporation, the following corporate records listed below, if the member gives the corporation written demand at least fifteen (15) business days before the date on which the member wishes to inspect and copy:

A. The corporation's Articles or restated Articles of Incorporation and all amendments to them currently in effect;

B. The corporation's Bylaws or restated Bylaws and all amendments to them currently in effect;

C. Resolutions adopted by the corporation's Board of Directors relating to the characteristics, qualifications, rights, limitations and obligations of members or any class or category of members;

D. The minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

E. All written communications to members generally within the past seven (7) years, including the financial statements furnished for the past seven (7) years under section ~~30-3-134~~ 30-30-1105, Idaho Code;

F. A list of the names and business or home addresses of the corporation's current directors and officers;

G. The corporation's most recent annual report delivered to the Secretary of State under section ~~30-3-136~~ 30-21-213, Idaho Code; and

H. Minutes of the regular meetings of the Board of Directors.

Other Records Of The Corporation:

In accordance with Idaho Code ~~30-3-131(2)~~ 30-30-1102(2), a member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, any of the following records of the corporation if the member meets the criteria listed below and gives the corporation written notice at least fifteen (15) business days before the date on which the member wishes to inspect and copy:

- A. Excerpts from any records required to be maintained under section ~~30-3-130(1)~~ 30-30-1101(1) Idaho Code, to the extent not subject to inspection under section ~~30-3-131(1)~~ 30-30-1102(1) of Idaho Code.
- B. Accounting records of the corporation, and
- C. Subject to section ~~30-3-133~~ 30-30-1104, Idaho Code, the membership list.

~~Criteria:~~

- ~~1. The member's demand to inspect is made in good faith and for a proper purpose, reasonably related to the member's interest as a member of the corporation;~~
- ~~2. The member describes in writing with reasonable particularity the purpose and the records the member desires to inspect;~~
- ~~3. The records are directly connected with this purpose; and~~
- ~~4. The Board of Directors shall determine whether a member's request is for a proper purpose.~~

- D. A member may inspect and copy Other Records of the Corporation only if:
- The member's demand is made in good faith and for a proper purpose reasonably related to the member's interest as a member of the corporation;
 - The member describes with reasonable particularity the purpose and the records the member desires to inspect;
 - The records are directly connected with this purpose; and
 - The board of directors shall determine whether a member's request is for a proper purpose
- E. The provisions of D. above do not affect:
- The right of a member to inspect records under section 30-30-509, Idaho Code, or if the member is in litigation with the corporation, to the same extent as any other litigant; or
 - The board of directors may restrict or deny inspection of personnel and employment records and confidential attorney-client communications if it determines that such restriction or denial of access to said records of information is in the best interest of the corporation.

If copies are requested, the Cooperative shall make the copies and shall only charge the member the usual fee for such service over 10 pages.