



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 1

---

## SECTION 5 – RULES AND REGULATIONS

Applicable to All Rates and Riders

---

### 1.00 ELECTRIC SERVICE POLICIES

#### 1.01 DEFINITIONS

Account Agent means one authorized by a Customer to act on that Customer's behalf.

Applicant means an entity that requests and/or contracts for electric service.

Billing Agent means one authorized by a Customer to receive and pay electric bills on that Customer's behalf.

Budget Billing means a levelized payment plan designed to limit the volatility of a Customer's bill.

Commission means the South Dakota Public Utilities Commission or any duly constituted successor to the Commission.

Credit Assurance means a guarantee provided by the Applicant and acceptable to the Company against the risk of Customer default for payment of electric service.

Customer means any person, firm, association, corporation or agency of the federal, state or local government or legal entity responsible by law for payment for the electric service from the electric utility.

Extensions means expansion of the Company's distribution system built to serve a Customer or a specific group of Customers either on public right-of-way or private easement on a Customer's Premises.

Modifications means any changes required on the Company's facilities necessitated by actions or requirements other than the Company.

Multiple-Dwelling Unit means a multiple-occupancy building with two (2) or more Customers.



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 2

---

## SECTION 5 – RULES AND REGULATIONS (continued)

Applicable to All Rates and Riders

---

### 1.00 ELECTRIC SERVICE POLICIES (continued)

#### 1.01 DEFINITIONS (continued)

Municipality or Municipal Corporation means any city, village, town or township.

Non-Residential Service means service to those Customers not eligible for Residential Service.

Point of Attachment means a Company-approved, single location where the Customer's facilities are connected to the Company's facilities. If the metering is installed on the Customer's side of the Point of Attachment, the Company reserves the right to exercise control up to the metering point.

Premises means a contiguous tract of land that may be separated by nothing more than a highway, street, alley or railroad right-of-way, where all buildings and/or electricity-consuming devices located thereon are owned or occupied by a single Customer or applicant for electrical service, or where all electricity delivered thereto is utilized to supply one (1) or more buildings and/or electric loads which the Company considers as components of a unified operation.

Residential Service means service to those Customers eligible for residential service pursuant to the availability definition under electric Rate RS Residential Service, Rate RSW Residential Water Heating Service, Rate RSH Residential Space Heating Service, Rate RSE Residential All Electric Service or Rate RST Residential Time-of-Use Service

Service Line means the equipment used for delivering electricity from the distribution system to the Customer's Point of Attachment.

Time-of-Use or TOU means a rate schedule that contains pricing that is differentiated by specifically-defined groups of hours.



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 3

---

**SECTION 5 – RULES AND REGULATIONS (continued)**  
Applicable to All Rates and Riders

---

**1.00 ELECTRIC SERVICE POLICIES (continued)**

**1.02 GENERAL PROVISIONS**

All charges, Policies, Riders and Tax Additions of the Company applicable to service supplied under this Tariff are subject to approval, termination, change or modification by the South Dakota Public Utilities Commission, to the extent permitted by law.

**1.03 AVAILABILITY**

Service under this Tariff is available to any Customer located in the Company's service area.

By accepting service under this schedule, the Customer is agreeing to abide by the Company's "Electric Service Policies," "Customer Service Policies," "Technical and Operational Requirements" and all other requirements of this Tariff.

**1.04 FIRE OR OTHER CASUALTY – CUSTOMER'S BUSINESS PREMISES**

Should a fire or other casualty occur on the Customer's Premises, rendering them unfit for the purposes of the Customer's business, any Customer contract, having a definite term under the applicable rate, shall thereupon be suspended until such time as the Customer has reconstructed and reoccupied the Premises for the purposes of the Customer's business.

**1.05 EXCLUSIVE SERVICE**

The Company shall be the sole provider of the electric service to each Premises.

**1.06 ASSIGNMENT**

No agreement for service may be assigned or transferred without the written consent of the Company.



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 4

---

## **SECTION 5 – RULES AND REGULATIONS (continued)**

Applicable to All Rates and Riders

---

### **1.00 ELECTRIC SERVICE POLICIES (continued)**

#### **1.07 PROTECTION OF SERVICE**

The Company will not render service to any Customer for use by the Customer which shall have a detrimental effect upon the service rendered to the Company's other Customers.

#### **1.08 RESALE OR REDISTRIBUTION OF ELECTRICITY**

The Company will not furnish electric supply for resale or redistribution. Resale means the sale of electricity by the Customer to a third party. Resale of electricity is prohibited.

If the Customer distributes and uses electricity from a single point of usage to separate points or buildings on its Premises, such use shall not be considered resale provided: (1) Customer owns or possesses the Premises and only the Customer's business is operated there (excluding renting space in the Premises), and (2) Customer is a corporation, partnership or any entity affiliated with such corporation or partnership.

Redistribution of electricity is prohibited. Redistribution is the furnishing of electricity by the Customer to a third party in exchange for a benefit, a promise, or any other consideration under conditions that do not constitute resale.

If the Applicant is not the owner of the Premises or of intervening property between the Premises and the Company's electric distribution system, the Applicant agrees to obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on said Premises and on such intervening property of all wiring and other electric equipment required for supplying electricity to the Applicant.



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 5

---

**SECTION 5 – RULES AND REGULATIONS (continued)**

Applicable to All Rates and Riders

---

**1.00 ELECTRIC SERVICE POLICIES (continued)**

**1.09 CUSTOMER-DESIGNATED AGENT**

The Customer may designate an Account Agent or Billing Agent for their accounts. The Customer must complete an authorization and release to establish the Agent and is subject to terms and conditions of said document. The Customer is responsible for all transactions and obligations to MidAmerican in the event of default by the designated Agent.



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 6

---

## **SECTION 5 – RULES AND REGULATIONS (continued)**

Applicable to All Rates and Riders

---

### **1.00 ELECTRIC SERVICE POLICIES (continued)**

#### **1.10 LIMITATION OF LIABILITY**

The Company will use reasonable diligence to provide reliable service. However, the Company does not guarantee its service against interruption, shortage, deficiencies, imperfections or irregularities.

The Company will not be responsible nor liable for electricity from and after the point it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and hold harmless the Company from all claims for injury or damage to persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all electricity used on the Premises until notice of termination of service is received by the Company and the Company has taken the final meter readings.

The Company will not be responsible for damages for any failure, interruption, shortage or insufficiency of service or irregularities of the supply of electricity, increase or decrease in voltage, or change in characteristics of electricity supply.

The Company will not be liable for any damages caused by the Company's conduct in compliance with or as permitted by this Tariff or other agreements, or any other applicable rule, regulation, order or tariff.

The Company will not be liable for any injury, loss, or damage, resulting from interruption, shortage, deficiency, imperfection, insufficiency or irregularities of service unless caused by the Company's willful default or gross negligence. In no event shall the Company be liable for consequential or punitive damages.



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 7

---

## SECTION 5 – RULES AND REGULATIONS (continued)

Applicable to All Rates and Riders

---

### 1.00 ELECTRIC SERVICE POLICIES (continued)

#### 1.11 IRREGULARITIES AND INTERRUPTION OF SERVICE

##### Service Reliability

The Company will use reasonable diligence to provide reliable service and will reestablish service with the shortest possible delay consistent with the safety of customers, employees, and the general public. However, the Company does not guarantee its service against irregularities and interruption.

##### Irregularities and Interruptions

Causes of irregularities and interruptions in service include, but are not limited to, the following:

- System switching operations.
- Repairs or changes in facilities.
- Valid curtailment or proration orders.
- Rules and regulations promulgated by state or federal regulatory authorities.
- Occurrences beyond the Company's reasonable control including, but not limited to:
  - Accidents.
  - Acts of God (e.g., floods, winds, lightning, etc.).
  - Acts or omissions of civil or military authority or of suppliers.
  - Equipment failure.
  - Fires, epidemics, quarantine restrictions.
  - Strikes or other labor disputes, embargoes, wars, sabotage, political strife, riots, delays in transportation.
  - Compliance with any regulations or directives of any national, state, local or municipal government, or any department thereof.
  - Fuel, power, material or labor shortages.



MIDAMERICAN ENERGY COMPANY  
P.O. Box 4350  
Davenport, Iowa 52808-4350

SOUTH DAKOTA ELECTRIC TARIFF SCHEDULE NO. 2  
SD P.U.C. Sec. No. 5  
Original Sheet No. 8

---

## **SECTION 5 – RULES AND REGULATIONS (continued)**

Applicable to All Rates and Riders

---

### **1.00 ELECTRIC SERVICE POLICIES (continued)**

#### **1.11 IRREGULARITIES AND INTERRUPTION OF SERVICE (continued)**

##### Repairs or Changes

The Company reserves the right to interrupt service for repair of or changes in Company facilities.

The Company will make a reasonable effort to notify the Customer prior to planned repairs or changes of more than one (1) hour.

##### Customer Responsibility

The Customer will not be relieved of responsibility for payment of charges for service actually supplied (including minimum charges) because of:

- Interruption, irregularity or insufficiency of service.
- Accident to the Customer's equipment or machinery.
- Failure of a Customer's installation, not due to the fault of the Company.