Beartooth Electric Cooperative, Inc.

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The Wyoming service territory starts at the Wyoming-Montana border south to Clark, Wyoming, located in Park County, Wyoming.
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SECTION I - GENERAL TOPICS

A. Preface

Beartooth Electric Cooperative, Inc. (the Cooperative) has developed these Rules and Regulations to assist Members, builders, electrical trade's people, Cooperative employees and staff in applying and administering a uniform set of service standards. These Rules and Regulations are designed to provide equitable service to all Members.

B. Adoption

These Rules and Regulations are adopted by the Board of Directors of the Cooperative in compliance with the Cooperative Articles of Incorporation and Bylaws and are subject to approval by the Wyoming Public Service Commission. Any future revisions to these Rules and Regulations must be approved by both the Cooperative Board of Directors and the Wyoming Public Service Commission. These Rules and Regulations cancel and supersede all previous Rules and Regulations.

C. Definitions

The following terms, wherever used in any of these Rules and Regulations and in any application or agreement for electrical service shall have the following meaning, unless otherwise clearly stated:

Abandoned Service: Any electric service point or line for which a property owner has been given notice of "intent to abandon" by the Cooperative, and has not agreed to pay the monthly service charge (line retention fee).

Active Service: A service (either permanent or temporary) to which the Cooperative is currently delivering electric energy to a Member.

Applicant: A person who requests electric service or the extension of electric utility facilities.

Area Light: An unmetered exterior light fixture installed and maintained by the Cooperative.

Billing Period: The interval between successive meter reading dates, as established by the Cooperative.

Commercial Service: Electric service other than residential, or irrigation, where the primary end use is for commerce, or for service to any structure containing multiple dwelling units when supplied through one meter.

Construction Cost: The cost of constructing a line extension, relocation and/or removal of distribution facility.

Contribution-in-Aid of Construction (CIAC): The applicant's share of the cost of making additions or modifications to electric distribution facilities. CIAC is payable as a condition prior to installing facilities which are the property of the Cooperative.

Demand: The maximum rate of delivery of electric energy during a billing period, measured in average kilowatts (KW) registered over a 15-minute period by a demand meter.

Distribution Line: The main electrical feed line to which other circuits are connected.

Electric Service: The availability of electric energy at the point of delivery for use by a Member, irrespective of whether electric energy is actually used.

End Use: The Member's ultimate use of electricity.

Engineering: Engineering includes the preparation of electric layouts, designs, specifications, and other drawings and lists associated with electric construction. It also includes, but is not limited to, the following:

- The preparation and approval of construction plans and specifications
- The coordination of construction activities
- The supervision of construction
- The preparation of as-built drawings

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construction quotes, inspecting construction for conformance with design criteria and specifications, staking, right-of-way acquisition, and similar and related activities necessary to the technical planning and installation of electric distribution facilities.

Extension Obligation: Financial obligation new service Member has when taking electric service from a line extension that was paid for by the Member within the last three years and still is served by said line.

Facility Charge: A charge, in accordance with rate schedules imposed by the Cooperative, to recover expenses attributable to each active service.

Idle Service: An electric service that has been disconnected and has not been used to deliver energy for a period of more than one year, and for which no monthly facility charge is being paid.

Inactive Service: Any electric service point or line, which may or may not have a meter in place, that has not been used to deliver energy for less than one year, and for which no monthly facility charge is being paid.

Kilovolt ampere (KVA): A measure equal to the product of the voltage and the total current that flows through a circuit. The capacity of transformers and other electrical devices is often measured in KVA.

Kilovolt ampere Reactive-Hour (KVARH): A unit used to measure the amount of reactive energy. One KVARH (Kilo Volt Amps Reactive Hours) is equivalent to one KVAR (Kilovar) for a period of one hour.

Kilowatt (KW): A unit used to measure the rate at which the "real" component of electrical energy is delivered. It is the portion of delivered volt amperes that can be converted to useful work.

Kilowatt Hour (KWH): A unit used to measure the amount of "real" energy delivered. One KWH is equivalent to one KW delivered for a period of one hour.

Line Extension: Installation of electric distribution facilities of the Cooperative which has been constructed by or on behalf of the Cooperative for the purpose of providing electric service to a location at which such service was not available prior to the completion of such construction.

Line Segment: A portion of a primary line extension which begins at the point of either a secondary service connection or another primary line extension connection and ends at the next secondary service or primary line extension connection.

Member: Any individual, firm, partnership, association, corporation, governmental agency, or organization who has satisfied the terms of Membership.

Mobile Home: A detached single-family dwelling designed for long-term human habitation, having complete living facilities, constructed and fabricated into a complete unit at a factory, and capable of being transported to the location of use on its own chassis and wheels.

Mobile Home Court: Any property in the same ownership, which is utilized for occupancy by more than two mobile homes, but not including tourist facilities for motor homes, campers or travel trailers.

Multiple Residential Structures: Any building or collection of buildings having common walls, containing two or more residential units, which include such common residential arrangements as apartments, town houses, row houses and condominiums.

Permanent Service: Member’s facilities constructed at a given location in such a manner that they may be reasonably expected to remain for the useful service life of the Cooperative’s electrical facilities constructed for that service.

Permanent Service Location: A point on the Cooperative’s system to which permanent service equipment has been installed.
Person: An individual, a partnership, association, corporation, or governmental body or agency, and their heirs, successors and assigns.

Point of delivery: The location where the Cooperative terminates its equipment or conductors and at which the Member assumes responsibility for construction and maintenance of the electrical facilities.

Power: The rate at which energy is transferred. There are three types of power which can exist in an electrical system; these are called "real" power (measured in kilowatts, or KW), "reactive" power (measured in Kilo Volt Amperes Reactive, or KVAR), and "apparent" power. Real power flows in one direction from the Cooperative's power lines into the Member's point of delivery, where it is consumed. Reactive power is the portion of delivered volt amperes that due to the phase shift between the voltage and current components cannot be converted to useful work. Such phase shift is caused by capacitive or inductive loads. Reactive power can also be described as a measure of the energy exchanged between the source and the network without being dissipated in the network. Apparent power, simply put, is the complex addition of the real and reactive power components.

Primary Service: Service of primary voltage.

Primary Voltage: The voltage at the high voltage side of a distribution transformer.

R.V. Park: Any property which is developed pursuant to a common plan or scheme for the purpose of occupancy primarily by more than two recreational vehicles.

Residential Service: Electric service supplied to a single family dwelling or to a location owned or rented by an individual where the end use of the service is primarily for the domestic heating, cooking, lighting, or recreational purposes of the inhabitants of the dwelling or of the individual.


Secondary Voltage: The voltage at the low voltage side of a distribution transformer.

Security Deposit: A sum of money given to the Cooperative as security for the payment of amounts due the Cooperative for services rendered.

Service: The conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served, or the furnishing of energy to the premises.

Service Entrance: The meter socket and circuit breaker or fused switch located near the point of entrance of service conductors to the premises, which provide a means of measurement and switching for the electrical supply.

Service Interrupter: a device that is installed in the meter socket that shall interrupt electric service for a predetermined period of time, whereby it shall then restore electric service automatically.

Service Structure: The structure to which electric service is delivered, including a pole or pedestal.

Standard Voltage: The voltages specified in Section 1, Paragraph A.

Subdivision: A tract or parcel of land divided into two or more lots, sites, or other divisions.

Technically Feasible: Capable of being accomplished by conventional methods, and by use of conventional materials, as the same are known in the electric utility industry, and in accordance with standard specifications and construction practices.

Temporary Service: Member facilities installed in such a manner that it may be reasonably expected to be relocated or removed within 12 months of installation. Examples of facilities for which temporary service may be provided are construction sites, gravel pits, sawmills, mining sites, fish sites, refrigerated van plug-ins, or carnivals and circuses.
Temporary Service Location: A point on the system of the Cooperative to which temporary service equipment has been installed.

D. Applicability of Rules and Regulations

These Rules and Regulations apply to services rendered by the Cooperative. If, for any reason, any rule or regulation contained herein is invalidated, it shall in no way invalidate the remaining Rules and Regulations.

E. Contact with the Cooperative

The Cooperative’s regular business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. Members outside the local exchange may use our toll-free number, (800) 472-9821. Regular local calling daytime numbers is: (406) 446-2310. Messages may be left on (406) 446-2310 after hours. Board Meetings are open to the Membership.

F. Member Complaints and Disputes

Member Complaint Resolution. Whenever a Member has a dispute with the Cooperative, the Member should request the Cooperative to investigate the grounds for dispute. The Cooperative shall investigate the dispute and notify the Member, within 30 working days, as to the results of the investigation. Any Member who is not satisfied with the response may present his case to the Cooperative Board of Trustees at any regular scheduled Board Meeting. Members residing in Wyoming, they may file a formal or informal complaint with the Wyoming Public Service Commission pursuant to Commission Rules Ch.3, Section 11.

Payment of Undisputed Portion of Bill. During this review process, the Member must pay any undisputed portion of due and payable bills in a timely manner. If an error is found to exist, the Member’s account shall be adjusted accordingly.
SECTION II - TYPES OF SERVICE

A. Electric Service

General Information. The Cooperative is an electric utility whose main purpose is to produce or acquire electricity and provide electric distribution service to its Members. All electric service is delivered at 60 Hertz (cycles) from the integrated electrical transmission and distribution network.

Selection of Class of Service and Voltages. The Cooperative shall select the most economical class of service available to a Member based on the end use and nature of that service. The Cooperative shall inform the Member when there are alternative classes of service. Each Member is responsible for selection of service voltage, capacity, number of phases, and other characteristics that best suit the requirements for the end use intended. The following are standard voltages and capacities offered:

Single-phase, 120/240 volt, three-wire standard lighting and power service in 100, 200, and 400 ampere capacity.

Three-phase, 277/480 volts four-wire grounded wye of capacity to meet Member requirements.

Three-phase, 120/208 volts four-wire grounded wye of capacity to meet Member requirements.

Three-phase, 240/480 volts, three wire delta of capacity to meet Member requirements.

Service other than standard secondary voltages may be provided by special request to the Cooperative. It shall be the responsibility of the Member to pay for special equipment needed to supply non-standard secondary voltages or regulate voltages closer than standard service provides.

B. Motor Load Service

Motors in excess of 10 hp may be served by single-phase following review/approval by the Cooperative. Motors of 25 hp or greater must be served three-phase. The Cooperative may require the Member to install reduced voltage starting equipment where across-the-line starting would cause excessive voltage disturbances. The Cooperative reserves the right to waive these requirements based on the Engineer's study.

C. Permanent Service

The Cooperative reserves the right of final determination of whether a service shall be classified "permanent." All facilities shall be designed and installed in accordance with applicable engineering codes, standards and practices for the class of service offered.

D. Temporary Service

Duration of Temporary Service. Temporary service shall usually not continue longer than 12 months unless the Cooperative has approved an extension of time for temporary service or unless application for permanent service has been made by the Member.

Payment of Costs. An applicant for temporary service shall pay the total cost of installing and removing the facilities necessary to furnish the desired service in advance of receiving the service.

Billing and Security Deposits. The applicant shall meet the security deposit and billing requirements set out in the Subsection - Schedule of Fees and Charges.
Transfer of Temporary to Permanent Service. If, during the term of the temporary service agreement, the character of a Member's operations changes or it appears that the duration of the service may be substantially longer than stated in the application, the Cooperative may classify the Member as permanent and may immediately apply the line extension rules in Section IV - Line extensions, and security deposit rules in Subsection - Schedule of Fees and Charges.

E. Non-Standard Service

The Member shall pay the cost of any special installations necessary to meet particular requirements for service at other than standard voltages. The Cooperative shall provide service under the standard Rules and Regulations of the Cooperative.
SECTION III - SERVICE CONNECTIONS

A. Application for Service and/or New Line Extension

Membership. Any natural person, firm, association, corporation, business trust, partnership, Federal agency, State or political subdivision thereof, or any body politic (each hereinafter referred to as "person," "entity," "him/her/it," or "his/her/it") shall be eligible to become a Member of, and at one or more premises owned or directly occupied or used by him/her/it to receive electric service from, Beartooth Electric Cooperative, Inc. (hereinafter called the "Cooperative"). Any persons, by specifically so requesting in writing, may be accepted into joint Membership or, if one of them is already a Member, may automatically convert such Membership into a joint Membership. No person/entity shall hold more than one Membership in the Cooperative.

Proof of Identity. The Cooperative may require a new applicant for service to appear at the Cooperative’s office to produce proof of identity and complete the Cooperative’s application form. Acceptable identification can be in the form of any photo-bearing identification (i.e., driver’s license or passport) or two other types of identification (i.e., social security card, major credit cards, birth certificate, etc.). However, the Cooperative may accept applications filed by an authorized representative, in writing, of the applicant, over the phone, or by mail at the Cooperative’s discretion.

Information Required from Each Applicant. The Cooperative shall request from each new applicant for service the following minimum information.

Name of applicant(s).
Service address or location and telephone number.
Billing address and telephone number.
Social Security or tax ID number (Optional – if refused, some other form of identification is required, per Section III (A) Proof of Identity).
Present employer(s) and phone numbers (Optional).
Applicant signature(s).
Signed Membership application.

Applicant Responsibility for Service Entrance Equipment. The Cooperative shall not connect any service unless approved service entrance equipment is installed and available for connection. If a Cooperative work crew or Cooperative contractor is required to return to an applicant’s job site due to the Member’s failure to provide appropriate facilities, the Member shall be responsible for all actual charges associated with additional trips.

Service Connection Time to Existing Facilities. The Cooperative shall establish service to existing facilities within three working days following a request by an applicant who has been accepted for service by the Cooperative and where the Cooperative needs only to install a meter, read a meter or turn on the service.

B. Refusal of Service

The Cooperative may refuse to provide, expand or materially change service to a requesting Member when:

1. The Cooperative does not have adequate facilities to render the service requested.
2. The requested service appears to be unsafe or likely to adversely affect service to another Member.

3. The requesting Member is indebted to the Cooperative for damages to utility property or utility-related service charges previously rendered and satisfactory payment arrangements have not been made with the Cooperative.
   a. If indebtedness for service rendered at a former location is in dispute, the requesting Member shall be provided service at the new location upon complying with the Cooperative’s deposit requirements and paying the amount in dispute. Upon settlement of the disputed amount, any balance due the Member shall be refunded with accrued interest at the Commission Authorized Interest Rate, shown in Subsection – Schedule of Fees and Charges.
   b. The Cooperative shall not refuse service to a new Member because of debts of a previous Member at the same location.

4. An applicant falsifies any information relied on by the Cooperative to approve service and fails to subsequently correct the falsification with documentation acceptable to the Cooperative;

5. An applicant does not meet the credit criteria for waiver of security deposit requirements under Paragraph C of this section and fails to provide the Cooperative with a security deposit;

6. An applicant refuses to furnish funds, services, equipment or rights-of-way which have been specified by the Cooperative;

7. An applicant refuses to furnish an easement providing a suitable right-of-way for distribution lines needed to reach the applicant’s service entrance;

8. The applicant refuses or fails to become a Member of the Cooperative by refusal or failure to provide a signed Membership application;

9. The utility can refuse service due to unpaid line extension charges for facilities serving the location.

C. Security Deposits
The Cooperative may require a deposit to guarantee payment for each service. This deposit shall not be considered advance payment of bills, but shall be held as security for payment of service rendered. The Cooperative may refuse service to an applicant or discontinue service to a Member for failure to comply with this section. The Cooperative shall apply the policies governing Member deposits uniformly.

1. The Cooperative may require a deposit if:
   a. A prior service account with the Cooperative remains unpaid and undisputed at the time of application for service;
   b. Service from the Cooperative has been terminated for:
      i. Nonpayment of any undisputed delinquent bill;
ii. Failure to reimburse the Cooperative for damages due to the Member's negligent or intentional acts; or

iii. Acquisition, diversion or use of service without the authorization of or knowledge by the Cooperative.

c. Information provided upon application for service is materially false or a misrepresentation;

d. The application is for initial service with the Cooperative or the applicant did not have service with the Cooperative for a period of at least 12 consecutive months during the past four years;

e. The applicant or non-residential Member is unable to pass the Cooperative's objective credit screen. In order to pass the objective credit screen, the applicant or non-residential Member must fulfill one or a combination of the following:

i. Received 12 consecutive months of service from the Cooperative, with the undisputed portions of the 12 most recent bills paid in full when due;

ii. Have a favorable credit rating with a third-party credit reporting agency;

iii. Receive a favorable credit rating from the Cooperative's financial risk assessment tool; or

iv. Provide an acceptable letter of credit or business reference.

f. The request is for service at an address where a former Member with an undisputed delinquent bill for service still resides or conducts business;

g. The applicant for service, or the Member, has been brought within the jurisdiction of the bankruptcy court, or has had a receiver appointed in a state court proceeding, within the five-year period immediately preceding the request for service; or

h. The Cooperative has determined that it has a significant financial risk in continuing to provide service to a specific load or non-residential Member. The Cooperative and Member may attempt to reach a deposit agreement. If the Cooperative and Member are unable to reach an agreement, the Cooperative shall file a confidential petition requesting expedited review and Commission approval prior to collecting the Member deposit. The petition shall contain the basis for the Cooperative's determination, the amount of deposit sought and sufficient information for the Commission to contact the Member.

2. The Cooperative shall not require a deposit as a condition of new or continued utility service based upon any criterion not specifically authorized by the Rules of the Commission.

3. The required deposit shall not exceed the total amount of the Member's estimated bill for three months of highest use based on the premises' monthly bills during the immediate previous 12-month period. If billing information for the immediate previous 12-month period is not available, the deposit shown in Section VIII -Schedule of Fees & Charges shall apply.

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STATE OF WYOMING
Members. For all other Member classes, the deposit shall be based on anticipated service characteristics and anticipated load.

4. The Cooperative shall retain records showing:
   a. The name and address of each Member making the deposit;
   b. The date and amount of the deposit; and
   c. Each accounting transaction concerning the deposit.

5. The Cooperative shall provide the Member a non-assignable receipt or other record of deposit, showing the date and amount received.

6. The Cooperative shall calculate simple interest on deposits at the Commission Authorized Interest Rate, referenced in Section VIII – Schedule of Fees & Charges. Interest shall apply only to deposits held for at least six months, but shall accrue from the initial date of deposit through the date the deposit is returned to the Member.

7. The Cooperative may accept a written guarantee from an acceptable guarantor in lieu of a deposit to pay a Member’s bill. After the Cooperative has verified the Member’s identity, the Member shall agree to permit the Cooperative to provide the Member’s account information to the guarantor upon the Member’s default.

The Cooperative shall remove a guarantor when:
   a. The Member has received 12 consecutive months of service with no cause for discontinuation, bills have been paid when due and the Member passes an objective credit screen;
   b. The guarantor has paid all amounts due for service through the date the Cooperative receives the request to terminate the guarantor agreement; or
   c. An additional agreement with the Cooperative is in place.

8. Deposits and any unpaid interest earned on deposits shall be applied as a credit to the Member’s bill, unless requested by the Member to be refunded, when:
   a. The accrued interest equals or exceeds $10.00. The Cooperative shall apply the credit at least annually;
   b. A residential Member has received 12 consecutive months of service, with no cause to disconnect; and the Member’s bills have been paid when due;
   c. A commercial or industrial Member has received 12 consecutive months of service, with no cause to disconnect; the Member’s bills have been paid when due; and the Member passes the Cooperative’s objective credit screen; or
   d. Service is discontinued. The Cooperative shall not require the Member to provide the original receipt in order for the deposit to be returned. Any credits earned shall be credited to the Member’s account.
after the deposit is applied shall be refunded to the Member. If the Cooperative is unable to make the refund due to lack of knowledge of the Member’s location, additional interest will not accrue after the service discontinuation date. The Cooperative shall manage such deposits as unclaimed property as required by Wyoming law (W.S. § 34-24-109).

D. Connect Fees

Initial Connect. The Cooperative does not charge a connect fee the first time a service is put into a Member’s name.

Reconnects. If a Member disconnects a service, or is disconnected for non-pay, and then reconnects at the same location, they shall pay a reconnect charge as shown in Subsection – Schedule of Fees and Charges. If a Member disconnects a general service account, and then reconnects within a twelve (12) month period, the Member shall be required to pay the facility charge for all disconnected months, plus the reconnect fee, unless the service is for an approved public purpose meter in which case only a reconnect fee shall be charged.

E. Discontinuation of Service

1. Unless otherwise ordered by the Commission, the Cooperative shall not terminate service to any Member for violating the Cooperative’s Rules and Regulations or for nonpayment of bills for service until the Cooperative has given at least seven calendar days’ notice to residential Members or three calendar days’ to commercial or industrial Members.

   a. If the Cooperative and the Member enter into a written payment agreement and the Member fails to follow through with the written payment agreement, the Cooperative shall provide the Member with a written notice of discontinuation giving the Member at least seven (7) days to pay the past due balance before the service is discontinued.

2. For residential Members, the notice shall inform the Member that, if prior to the initial date for the discontinuation, the Member provides the Cooperative with written verification from a health care provider responsible for the care of a Member or his/her co-habitants stating that their health or safety would be seriously endangered if service were discontinued, the Cooperative shall extend the date for discontinuation set forth in the notice by 15 days (22 days total) to allow for bill payment.

3. Notice shall be effective when a copy is provided to the Member in person, by telephone after Member verification, or received by U.S. mail at the Member’s last known mailing address. Receipt shall be assumed three days after the notice was mailed. Additional notice may be provided electronically. The notice shall contain:

   a. The name of the person whose account is delinquent and the service address to be discontinued;

   b. The rule or regulation that was violated or the amount of the delinquent bill;
c. The effective date of the notice and the date on or after which service is to be discontinued;

d. The Cooperative’s address and telephone number for information regarding how to avoid service discontinuation;

e. The names of agencies or organizations that have notified the Cooperative that they render assistance to eligible persons who are unable to pay their Cooperative bills; and

f. A statement advising the Member how to contact the Commission if discontinuation is disputed.

4. The Cooperative shall attempt to make actual contact with the Member either in person or by telephone, after Member verification, before discontinuing service during the cold weather period of November 1 through April 30.

5. The Cooperative shall also provide notice of discontinuation or account delinquency to a third party if a Member or person acting for the Member has requested that the Cooperative do so after Member identification verification. The right to request third-party notification does not create third-party liability for payment.

6. If the Member defaults, the Cooperative shall provide the disconnect notice to any guarantor and Member simultaneously. The guarantor’s service shall not be subject to discontinuation as a result of the Member’s default.

7. The Cooperative may discontinue service between 8:00 AM and 3:00 PM., Monday through Thursday, without further notice when:

   a. The notification period has elapsed and the delinquent account has not been paid;

   b. Acceptable payment arrangements have not been made with the Cooperative; or

   c. The Cooperative is not satisfied the Member has ceased violating the Cooperative’s Rules and Regulations.

8. The Cooperative shall not discontinue service for bill nonpayment:

   a. On a legal holiday or the day before;

   b. During the period from December 24 through January 2, inclusive;

   c. On any day the Cooperative cannot reconnect service;

   d. If the Member enters into an agreement with the Cooperative for payment of the delinquent billing over a reasonable time and the Member complies with the payment arrangements;

   e. If the Member owes the Cooperative money due to a meter or other billing error and the Member complies with payment arrangements;
f. At a previous address for a different class of service;

g. Of non-utility service or merchandise;

h. If a Member is paying bills on time, even though a former Member with an undisputed delinquent bill for service resides or conducts business at the same address;

i. If a Cooperative bill is in dispute and the Member duly pays the Cooperative bill or bill portion that is not in dispute;

j. If the temperature is forecasted by the National Weather Service or other reputable source to be below 32°F in the impending 48 hours, or if conditions are otherwise especially dangerous to health, and the Member is:

   i. Unable to pay for service in accordance with the Cooperative's billing requirements and is actively seeking government assistance or has exhausted such assistance; or

   ii. Able to pay for service in installments only.

9. The Cooperative shall assist elderly and handicapped persons who are unable to pay their Cooperative bills with determining available government assistance.

10. The Cooperative may discontinue service to a Member without advance notice for reasons of safety, health, cooperation with civil authorities, fraudulent use, tampering with or destroying Cooperative service facilities or Member's failure to comply with Cooperative curtailment procedures during supply shortage.

11. Upon a Member's or legally authorized person's request, the Cooperative shall make reasonable efforts to terminate the Member's service as requested. Before terminating service the Cooperative shall inform the member of any additional charges for after hour's discontinuation. See Section VIII. Schedule of Fees and Charges, t.c.

12. A Service Limiter (SL) provides a temporary alternative to discontinuing electric service for non-payment by extending a controlled level of service to the delinquent Member prior to service being discontinued. Time based limiters shall allow no fewer than 20 consecutive minutes per hour.

   If the Cooperative chooses to install the SL, service may be discontinued without further notification.

   If the Cooperative installs a SL, notice of the installation shall be delivered to an adult or posted at the affected premises and shall include:

   a. The Member's name;

   b. Date the SL was installed;

   c. Member operational instructions for SL;
d. Telephone number and address of the Cooperative; and

e. Warning that service may be discontinued without further notification.

13. The Cooperative shall not be liable for damages resulting from discontinuation of service.

14. When service has been discontinued for violation of the Cooperative's Rules and Regulations, nonpayment of bills or fraudulent use of service; and the Member desires the service to be reconnected, the Cooperative may require the Member to pay in full all bills due for service rendered up to the date service was discontinued, plus the reconnection charge. The Cooperative may elect to accept a payment arrangement with the Member. Upon satisfaction of reconnection requirements, the Cooperative shall restore service as soon as practical. If a Member requests reconnection of service on a weekend, on a holiday or outside the hours of 8 AM and 3 PM of a regular work day; the Cooperative shall inform the Member of the additional charge for after-hours reconnection before the Cooperative performs the reconnection. The Cooperative will not charge to reconnect service when discontinuation was improper.

The reconnection charge amounts are shown in Section VIII - Schedule of Fees & Charges.

F. After Hours, Weekends, and Holiday Connections

Members/consumers requesting to have meters installed/reconnected between 3:00 PM and 8:00 AM during the regular work week of Monday through Friday, weekends from 3:00 PM on Friday until 8:00 AM the following Monday, and on holidays, shall be charged actual time and materials excluding any meter costs.

G. Member Requested Reconnect and/or Disconnect

Members requesting to have meters installed/reconnected, after same had previously requested service be discontinued, shall be charged as indicated in Subsection — Schedule of Fees and Charges, to reconnect service when the reconnect occurs during normal business hours, Monday through Friday, 8:00 AM through 3:00 PM, excluding holidays. Members who permanently discontinue service shall not be assessed a disconnect fee.

All requests for disconnect for electrical service must be executed in one of the following manners:

a) By the Member.

b) By the Member's attorney-in-fact or legally-authorized agent.

c) By an officer, agent, or authorized employee of an organization, association, corporation, political body or government agency.

d) By either individual in the case of joint Membership.

In the absence of any of the above, the Cooperative can authorize necessary disconnects.

The Cooperative shall maintain a record of each discontinuance of service including the reason for discontinuance. This record must be maintained for a minimum of two (2) years.
H. Metering Electricity Use

Measuring the Amount of Energy Use. The values registered by the Cooperative’s meter are visual evidence of the amount of power used by the Member. Quantity of energy use shall be determined under the following provision:

Energy Use (KWH) - Meters designed to quantitatively determine energy use measured in kilowatt-hours shall be installed, calibrated and monitored by the Cooperative on all services except where provided by any special contract approved by the Cooperative.

If service is temporary and metering would be impractical, energy usage would then be estimated and billed accordingly.

The Cooperative reserves the right to determine applicability of the above exceptions.

Energy Demand (KW) - For Rate Schedules D, E and F provision for measuring and billing monthly non-coincident demands is required. Meters designed to indicate or record the highest average 15-minute demand in the billing period shall be installed, calibrated, monitored, and read by Cooperative on all services according to rate schedule requirements.

All meters furnished by the Cooperative are property of the Cooperative and only authorized Cooperative personnel shall install, remove, test, adjust or conduct any repair or maintenance work thereon.

   a) The Cooperative shall install and maintain at its own expense all equipment necessary to regulate and measure the commodity delivered for billing.

   b) Upon a Member’s request, the Cooperative may install and maintain additional metering at the Member’s expense.

   c) Any non-metered electric utility service shall be governed by tariff or special contract.

   d) Separate Meter for Each Service: The Cooperative shall furnish a single meter at the point of delivery. Any Member desiring service at two or more meters shall be billed separately for each meter.

   e) Meter Location: The meter may be installed on a pole, pedestal or the service structure in compliance with NESC and NEC requirements, as applicable.

   f) Meters and associated devices shall be installed in a reasonable location accessible for reading, testing, inspection, removal and where such activities will minimize interference and inconvenience to the Member and the Cooperative. Under no circumstances shall any meter be removed or relocated except by authorized Cooperative personnel.

   g) The Cooperative shall furnish appropriate metering at the point of connection to the Member. The Member shall provide and maintain, without cost to the Cooperative, a suitable location accessible for metering and installation of equipment required to provide service. The Cooperative has the right to clear its service conductors, connections and rights-of-way of any interfering tree, shrub or other obstruction or to require the Member to clear and remove the interfering obstruction at the Member’s expense.

I. Connection of Service

Authorization. Connection shall be made only when the Member has satisfied all required pre-conditions of service stipulated in these Rules and Regulations. All orders for connection of electrical service must be executed by the applicant or by an applicant’s attorney-in-fact, legally-authorized agent, by an officer, agent or authorized employee of an organization, cooperative, corporation, political body or government.
agency, or by either individual in the case of joint Membership. In the absence of any of the above, the Cooperative can authorize necessary connections.

**Service Entrance.** All service entrances must conform to Rural Utility Service (RUS), local, state, and National Electrical Code (NEC) specifications.

**J. Wiring and Equipment Standards**

1. **Member Installation:** The Member’s service entrance equipment and wiring shall be installed in accordance with the current edition of the National Electrical Code or any other applicable code adopted by a governmental authority having jurisdiction.

2. **Code Compliance:** The Cooperative may discontinue service or refuse to make connection to the Member whenever, in its judgment, such installation is not in compliance with these Rules and Regulations, cooperative standards, National Electric Code, and other applicable local and state codes.

3. **Protective Equipment:** The Cooperative reserves the right to approve or require protective or other equipment on large loads or highly fluctuating loads that affect the quality of service to other Members on the line.

4. **Location of Service:** The Cooperative reserves the right to approve the location of the meter and service entrance to provide easy access by Cooperative personnel for meter reading and maintenance.

5. **Limit of Responsibility:** 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 except meters and meter accessories, beyond this point. The point of delivery is where the energy delivered to the Member is metered.

**K. Member Responsibility for Power Outages**

If a power outage occurs, the Member should attempt to determine if the outage is caused by failure of the Member’s equipment or of the Cooperative’s equipment. If the Member determines the fault to be the Cooperative’s responsibility, the Cooperative shall send a representative out to investigate the reported outage. If the cause of the outage is determined to be the failure of the Cooperative’s equipment, the Cooperative shall correct the problem and restore service as soon as possible. However, if the cause of the outage is determined to be in the Member’s portion of the service, the Member shall be charged for the representative’s visit to the Member’s service location (see Subsection - Schedule of Fees and Charges).

Because the Cooperative cannot guarantee normal operating standards at all times due to conditions or circumstances beyond the Cooperative’s control, the Member is responsible for providing suitable protection against phase failure or excessive voltage fluctuation.
SECTION IV - LINE EXTENSIONS

A. Standard Line Extensions

Any permanent line extension, whether single-phase or three-phase, overhead or underground, primary or secondary, shall be constructed by the Cooperative.

B. Cost Considerations

The Cooperative shall quote the cost to extend service to any location within the Cooperative’s service area upon written application. The terms and conditions and costs for line extensions shall vary according to the following criteria:

- Length of the line extension determined by the distance from adequate existing Cooperative facilities to the indicated service location.
- Whether construction calls for single-phase or three-phase service.
- Materials and associated facilities required to adequately serve anticipated loads and voltages.
- Methods of construction required due to terrain, accessibility or weather conditions.
- Whether a service is temporary or permanent.
- Whether the line extension requires primary line extension, secondary line extension, or both.
- Whether the requested service design requires overhead construction, underground construction, or both.
- Load and voltage requirements at the requested service.

This policy is intended to provide service to permanent revenue producing facilities only and the Cooperative bears the sole responsibility to determine whether or not the facility qualifies as permanent or temporary.

All costs associated with obtaining and clearing of the right-of-way required for the line extension is the sole responsibility of the Member. The Cooperative shall work with the Member to establish a right-of-way corridor; however, the final determination of the corridor location shall be made by the Cooperative. The Cooperative does not pay Cooperative Members for right-of-way easements.

The Member shall be responsible for all associated fees and permits related to obtaining a right-of-way.

C. General Line Extension Provisions

Applications for service and line extension agreements shall include a current warranty deed or other reliable evidence of ownership with a legal description and parcel identification number for the property on which service is requested.

Line extension agreements may be assumed by another Member providing that the Member is the new legal owner or lessee of the property to which the line extension was made, and further providing that it is agreed to in writing by the Cooperative the assignor and the assignee of the agreement.

In most cases the facilities provided shall be constructed in accordance with the Cooperative’s specifications, and shall be the Cooperative’s property up to the point of delivery. The exception may be when the Member provides the service conductor from the transformer lug with metering done at an agreed location. When this exception is exercised, the facilities constructed shall be in accordance with the Cooperative’s specifications.

Date Issued: June 23, 2017
By: James R. Webb
If more than one applicant (group) requests service on the same line extension, a cost quote shall be provided to the group showing the amount of contribution-in-aid-of-construction that is to be shared by that group.

1. Shared Cost: When there is more than one Member the payment shall be divided as described under Share of Previous Extension below. Payment of the amount shall be included in the agreement between the Cooperative and the Member and shall not entitle the Member to the usage of any electricity or other services in return. Payment must be made as a lump sum prior to commencement of construction. Regardless of any payments made by the Member, ownership of the line extension shall remain with the Cooperative.

   a. Share of Previous Extension applies only to primary distribution less than three (3) years old. If part of a previous line extension is used to serve a new Member, the new Member must pay a prorated portion of the previous extension cost, based on the portion of the extension to be used to serve the new Member. The amount paid by the new Member shall be refunded to existing Member(s) in relation to their share of the primary distribution.

   EXAMPLE: First Member pays $5,000 for 1,000 feet of primary underground circuit; second Member takes service within five years using 600 feet of the original extension; both Members share the first 600 feet equally ($5,000.00 / 1000 ft = $5.00 per ft x 600 ft = $3,000 / 2 Members = $1,500 per Member); second Member’s payment of $1,500 shall be refunded to the first Member to reduce his investment in the 600 feet to $1,500. His investment in the remaining 400 feet remains at $2,000.

   EXCEPTION: If the refund to an existing Member is less than $100 each, the new Member shall not be required to pay that share and the existing Member shall not receive a refund. The agreement shall continue in force from the date service is made available by the Cooperative for a period of three (3) years.

In cases where line extensions cross federal, state, municipal or native lands, the applicant shall be liable for fees associated with securing permits/easements/etc. required by said agencies.

The applicant is strongly encouraged to make initial contact with the landowner or property to be crossed with a new line extension. The Cooperative shall provide assistance in securing a signed easement for installation and maintenance of the extension.

D. Field Engineering

At the time a cost quote is requested, that requires field engineering work, a non-refundable engineering fee shall be required, see Schedule of Fees and Charges. When the extension is constructed the fee shall be applied toward the “contribution-in-aid-of-construction” (CIAC). Quotes are good for 120 days.

E. Line Extension Quote

The Cooperative quote for line extension costs shall be based on standard costs for specific units used on the extension. For non-standard construction, the quotes shall reflect extraordinary costs for materials and services (i.e. road bores, right-of-way clearing, permitting, etc...).

F. Temporary Line Extensions

The Member shall pay the Cooperative the total cost for all construction and subsequent estimated removal costs for any temporary service prior to construction. This payment shall be considered an advance payment.
contribution-in-aid-of-construction. The Cooperative reserves the right to determine which services shall be classified as temporary.

G. Mobile Home Court Extensions

The Cooperative does not allow Mobile Home Courts to be master-metered. Each unit within the Mobile Home Court shall have its own metered service.

H. Point of Delivery

Point of delivery for overhead services shall be arranged so that the Cooperative's conductors can be attached in one place and one place only for drop into the Member's service entrance. The Member shall be required to provide equipment for attaching the Cooperative's conductors to building surfaces with adequate strength to support the Cooperative's conductors.

I. Backbone Line

A backbone facility must follow a road that is maintained by the county, state, or subdivision, and that is of sufficient width to allow two-way traffic. EXCEPTION: The Cooperative has the latitude to seek an alternative route if it is deemed necessary.

When installing a backbone in a subdivision, the developer must pay 100% of the facility cost in advance. The Cooperative may build backbone line to a large commercial or industrial load in return for a guaranteed revenue contract.

J. Member Requested Facility Changes

Any Member requesting changes to existing Cooperative facilities, shall pay the full costs of construction as a contribution-in-aid-of-construction.

If a Member requests changes to existing Cooperative facilities, and that change shall also benefit the Cooperative, then the Cooperative may share the cost of that change with the Member, as determined by the Cooperative.

K. Conversion of Temporary Line Extensions to Permanent

If a service has been installed at a temporary location for construction power at a building site, the Member may request it be converted to permanent service. The cost of the service shall be re-calculated in accordance with the current line extension policy, and the charges adjusted for a permanent service installation. Excess money already paid shall be refunded, or deficiency paid. In addition, the Member shall be required to pay costs associated with making the conversion from temporary to permanent, independent of any refund.
V. ENGINEERING PROVISIONS & SERVICE STANDARDS

A. Right of Access to Cooperative Facilities

The Cooperative, through its authorized employees, shall have free access to its equipment for the purpose of reading meters and testing, repairing or replacing any Cooperative equipment. If a Member unreasonably, knowingly and continuously restricts reasonable access to the Cooperative facilities, the Member shall be responsible for payment of all resulting costs incurred by the Cooperative.

B. Attachment of Equipment or Material to Cooperative Property

Permission from the Cooperative is required prior to the attachment of any equipment or material to any Cooperative property including poles, guy wires, equipment or structures. Any unauthorized attachment is subject to removal at any time without notice. The Cooperative assumes no liability and shall not be responsible for any unauthorized attachment to Cooperative property.

C. Unauthorized Usage and Meter Tampering

It is presumed that a person intends to deprive the Cooperative of compensation for service from the Cooperative if:

The person possesses or has access to a Cooperative service metering device, which is being used to meter service but has been interfered with, avoided, or altered to inhibit or prevent the accurate measurement of usage without the permission of the Cooperative, or the person has access to a Cooperative line, which has been tapped without the permission of the Cooperative, and;

The person enjoys the use, or receives the economic benefit of the unmetered service. The Cooperative expects compensation due for any service received by unauthorized usage.

D. Damages to Cooperative Property

Liability for Actual Damages. A person, whose negligence results in damages to Cooperative property, shall be responsible damages to the Cooperative in a sum equal to the amount of the actual damages sustained. The damages covered by these provisions include, but are not limited to the following, if the person commits any one or more of these acts:

- Damages property or materials belonging to the Cooperative.
- Interferes with the use of a Cooperative line, or obstructs or postpones the distribution of service over a Cooperative line.
- Procures or advises a third party to do damage to any Cooperative line.
- Interferes with or alters a meter or other device for the measuring of service from the Cooperative.

E. Member's Responsibilities for Cooperative Property

The Member is responsible for taking reasonable care to protect Cooperative equipment installed on the Member’s property, including but not limited to meters, wiring, transformers, outdoor lights and other service-related equipment. In the event of loss or damage to Cooperative property due to the negligence or willful conduct of the Member, any Member of the Member’s household or any guest of the Member, the Member shall be liable for the full costs of repair to, or replacement of, the damaged equipment.
F. Member Responsibility for Phase Balance & Power Factor Correction

Except for three-phase, four-wire delta service, current imbalance between phase wires in any multi-phase service shall not exceed 10%. The Member shall take corrective steps to return imbalance to 10% or less. Members who connect motors of 10 HP or larger to the Cooperative system shall be required to install power factor correction equipment such that a power factor of 90% or greater is achieved.

G. Member Responsibility for New Load or Highly Fluctuating Loads

Any Member shall give the Cooperative reasonable notice of any plans to increase a given load above the capacity of the Cooperative equipment installed to serve that particular location. If the Member fails to notify the Cooperative of additional loads and such additional load damages the Cooperative equipment, the Member is liable for such damages and repairs or replacement of damaged equipment. The Cooperative may discontinue service under Section IV,E,1, to a Member who operates or adds any load that causes a large fluctuation in voltage or a significant disruption to the electric system, or otherwise disturbs the service provided to other Members.

H. Member Responsibility for Load Protection

To ensure adequate safety to personnel and equipment, it is recommended that the Member provide and maintain NEC code-approved protective devices to protect motors against overloading, short circuits, ground faults and low voltage, and to protect all three-phase motors against single-phasing.

I. Interruption of Service

Cooperative Liability. The Cooperative shall exercise reasonable care to provide adequate and continuous service. However, if the supply of service should fail or be interrupted or irregular or defective, the Cooperative shall not be liable for any resulting injury, loss or damage except to the extent it is caused by the negligence of the Cooperative.

Scheduled Outages. The Cooperative also reserves the right to temporarily interrupt service to make system repairs or system upgrades. In the event such interruptions are required, the Cooperative shall make reasonable efforts to provide affected Members two business days’ notice of a planned service interruption.

Curtailment. Should a serious power shortage develop for reasons beyond control of the Cooperative and should it become mandatory that the Cooperative place into effect a curtailment program, then in this event, the Cooperative reserves the right to limit the use of electrical energy to such extent and duration as may become necessary.

J. Member’s Equipment

Neither by inspection, nor non-rejection, nor in any other way, does the Cooperative give a warranty, expressed or implied, as to the adequacy, safety or other characteristics of structures, equipment, wires, conduit, appliances or devices owned, installed or maintained by the Member or leased by the Member from third parties.

K. Consequential Damages

The Cooperative is not liable for any injury, loss or damage resulting from the supply or use of electricity or from the presence or operations of the Cooperative’s structures, equipment, wires, conduit, appliances or devices on the Member’s premises, unless such injury, loss or damage results from the negligence of the Cooperative.
L. Interconnection of Member-Owned Renewable Energy and Fossil Fuel Standby Generation Equipment

Renewable Energy Generation.

The Cooperative shall allow the interconnection and operation of renewable energy generation systems which has as its fuel either solar, wind, biomass or hydropower with generating capacity of not more than 25 kW. Interconnection of larger systems is permitted but fall under different guidelines. A person acting as a Member-generator shall not be considered a "public utility" as defined by W.S. 37-1-101.

The Cooperative reserves the right to refuse interconnection with renewable energy generation systems or to limit the number of interconnections with renewable energy generation systems on any single substation circuit if it is determined by the Cooperative that any such interconnection would be harmful or hazardous to its system, its employees or other Members. If a proposed interconnection is refused by the Cooperative the Cooperative shall provide the Member, within forty-five (45) days of the initial request, written notice of refusal.

Interconnected Member-owned renewable energy generation systems of 25 kW or less shall be net metered, consistent with Wyoming Statute §37-16-101 et.seq. with regard to Net Metering.

The Cooperative:

(1) Shall offer to make available to each of its eligible Member-generators that has installed a net metering system an energy meter that is capable of registering the flow of electricity in two directions;

(2) May, at its own expense and with the written consent of the Member-generator, install one (1) or more additional meters to monitor the flow of electricity in each direction;

(3) Shall not charge a Member-generator any fee or charge that would increase the Member-generators minimum monthly charge to an amount greater than that of other Members of the electric utility in the same rate class as the Member-generator.

The net energy measurement shall be calculated in the following manner:

(1) The electric utility shall measure the net electricity produced or consumed during the billing period, in accordance with normal metering practices;

(2) If the electricity supplied by the electric utility exceeds the electricity generated by the Member generator, the Member-generator shall be billed for the appropriate Member charges for that month, in accordance with W.S. 37-16-102;

(3) If the electricity supplied by the Member-generator exceeds that supplied by the electric utility, the Member-generator shall be credited or compensated for the excess kilowatt-hours generated during the month with the kilowatt-hour credit or compensation appearing on the bill for the following month for all metered locations of Member-generators supplied by the electric utility.

(4) At the beginning of each calendar year, any remaining unused kilowatt-hour credit accumulated during the previous year shall be sold to the electric utility, at the electric utility's filed avoided cost, as shown in Section VIII Schedule of Fees.
Safety and Performance Requirements:

1. A net metering system used by a Member-generator shall meet all applicable safety and performance standards established by the national electrical code, the institute of electrical and electronics engineers and underwriters laboratories.

2. The Member-generator shall at its expense provide lockable, switching equipment capable of isolating the net metering facility from the electric utility's system. Such equipment shall be approved by the electric utility and shall be accessible by the electric utility at all times.

3. The electric utility shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metering facility, or for acts or omissions of the Member-generator that cause loss or injury, including death, to any third party.

4. The Member-generator is responsible for all costs associated with its facility and is also responsible for all costs related to any modifications to the facility that may be required by the electric utility for purposes of safety and reliability.

If an unauthorized interconnect is found, the Cooperative shall immediately terminate service.

Fossil Fuel Standby Generation. The Cooperative shall not permit the interconnection and operation of fossil fuel standby generation facilities, such as diesel or gasoline engine driven standby generators, with its integrated distribution system under any circumstances. Diesel or gasoline-driven standby generators shall be connected to the Member’s load only through a double throw switch that shall prevent parallel operation with the Cooperative’s distribution system.
SECTION VI- BILLING AND COLLECTION

A. Billing and Collection

Billing shall be based on published rate schedules for the type of service provided and shall be subject to the following collection procedures:

1. Each meter shall be read by the Cooperative authorized personnel at a minimum of monthly intervals, as nearly as possible on the corresponding day of each month. Bills shall show the meter readings at the beginning and end of the billing period, the date of the meter readings, the units consumed, the class of service and other information necessary to enable the Member to readily re-compute the amount of the bill. Each bill shall bear upon its face the date of the bill and the latest date it may be paid without penalty.

2. An estimated reading may be utilized if a reading cannot be obtained or if it is not feasible to read the meter. Estimated meter readings or budget billing shall be clearly identified on the bill. The amount of such an estimated bill shall be adjusted as necessary when the next actual reading is obtained.

3. Each service meter shall clearly indicate the units of measurement. If the Cooperative invoices Members in a different unit of measurement than the service meter indicates, the conversion factor shall be stated on the Member bill. In cases where special types of meters are used or where the readings of a meter must be multiplied by a constant to obtain the units consumed, that information shall be placed on the Member bill.

4. When service is discontinued, a bill for final usage shall be processed within 30 days following discontinuance.

5. Bills are for the previous month's usage. Payment shall be due and payable by 2:00 PM, on the last business day of each month, of the month billed. Typical billing is during the first week of the month allowing an average of 25 days to the last business day of the month.

6. Service to delinquent accounts shall be discontinued in accordance with Section III, E. Discontinuation of Service.

7. A late payment charge, as stated in Subsection - Schedule of Fees and Charges, shall be assessed on all accounts 30 days past due.

8. A "service charge", as stated in Subsection - Schedule of Fees and Charges, shall be assessed for each check returned unpaid by a financial institution.

9. To be eligible for service at additional locations a Member must be in good standing with all metered accounts.

10. When a meter reading generates an abnormal electric bill, or a Member complains his bill is abnormal, or there is evidence of meter tampering, the Cooperative shall initiate an investigation to determine the cause and take appropriate action. Documentation shall be maintained concerning such investigation and any action taken.

Date Issued: June 23, 2017
By: James R. Webb

PUBLIC SERVICE COMMISSION
APPROVED

DATE: JUN 15 2017

STATE OF WYOMING
This Policy may be superseded by provisions of special contracts, which allow less time on overdue accounts or have special provisions and shall be filed with the WPSC.

**B. Billing Adjustments**

1. **Overcharges:** In accordance with Wyo. Stat. § 37-2-218, if the Cooperative charged, collected or received any rate or rates in excess of the rates fixed in the Cooperative’s tariff, the Cooperative shall immediately refund to the Member the difference between the rates fixed in the tariff and the rates charged, collected or received.

2. **Undercharges:** If the Cooperative undercharged a Member as the result of a meter or metering inaccuracy or other continuing problem under the Cooperative’s control, the Cooperative may bill the Member, in accordance with Wyo. Stat. § 37-2-222, for the amount of unmetered electricity rendered in the 183 days immediately prior to the date the Cooperative remedies the meter inaccuracy. The typical time period over which the undercharge may be collected shall be 12 consecutive months. The Member may elect to pay over a shorter period, or the Cooperative may allow repayment over a longer period.

**C. Budget Billing**

The Cooperative offers Budget Billing to all residential rate class Members.

1. **Requirements for Budget Billing:**
   a. The account must be billed under a residential rate class.
   b. The Member must have had active service at the location for the past 12 months.
   c. The account must have a good credit history. To achieve a good credit history rating, there must not be more than two delinquencies within the last 12 months and no discontinuations for nonpayment.
   d. Other charges shall be added to monthly budget amount as applicable per Subsection Schedule of Fees and Charges.
   e. If a Member fails to maintain good credit, the account shall immediately be returned to the regular billing plan and not allowed to participate in the Budget Billing plan again until good credit is reestablished.
   f. The account must be paid-in-full before converting to Budget Billing.

2. **Calculation of Budget Billing:**
   a. Budget Billing amount shall be the average monthly kWh consumption over the Members previous 12 months, calculated under the current rate schedule.
   b. Budget billed accounts shall be reviewed annually, and adjusted as necessary to prevent a large overpayment or underpayment by the Member.
D. Meter Test Program

Beartooth Electric shall file a separate document with the WPSC for the meter test program. This document shall be found on the website www.beartoothelectric.com.

Electro Mechanical meters shall be tested at the Members’ request. There shall be no charge to the Member for meter tests that have not been tested within the previous 12 months.

1. Meter Error Adjustments

a. Overcharges: In accordance with Wyo. Stat. § 37-2-218, if the Cooperative charged, collected or received any rate or rates in excess of the rates fixed in the Cooperative’s tariff, the Cooperative shall immediately refund to the member the difference between the rates fixed in the tariff and the rates charged, collected or received.

b. Undercharges: If the Cooperative undercharged a member as the result of a meter or metering inaccuracy or other continuing problem under the Cooperative’s control, the Cooperative may bill the member, in accordance with Wyo. Stat. § 37-2-222, for the amount of unmetered electricity rendered in the 183 days immediately prior to the date the Cooperative remedies the meter inaccuracy. The typical time period over which the undercharge may be collected shall be 12 consecutive months. The member may elect to pay over a shorter period, or the Cooperative may allow repayment over a longer period.

c. Tests: If a member requests a test of the accuracy of the Cooperative’s meter used on the member’s premises, the following provisions shall apply:

i. If the meter has not been tested within 12 months, the Cooperative shall perform the test within a reasonable time without charge to the member. The Cooperative shall notify the member of the time when the Cooperative shall conduct the test so the member or the member’s representative may be present.

ii. If the meter has been tested within 12 months, the Cooperative shall notify the member the cost to perform the test. Upon receipt of payment, the Cooperative shall notify the member of the time when the Cooperative shall conduct the test so the member or the member’s representative may be present.

iii. The Cooperative shall promptly advise the customer of the test results.

If a meter is found to be in non-compliance with the Cooperative’s approved meter testing program, the Cooperative shall refund the payment the member advanced for the meter test and shall repair or replace the meter. The Cooperative shall also adjust and refund to the customer the overpayment of preceding bills, pursuant to W.S. § 37-2-218. N/A
Cooperative except to the member last served by the meter prior to testing. If the Cooperative has under-collected, the member shall pay the adjusted costs back to when the error transpired but no greater than 183 days prior to the meter being shown in error, pursuant to W.S. § 37-2-222.

*Meter Test Requested by Commission:* Upon receipt of a written request by the State Public Service Commission, the Cooperative shall, within twenty (20) days, test the accuracy of the meter through which the Member is served and notify the State Public Service Commission of the findings. No charge shall be made for such tests.

*Special Measurement:* 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.

All meter records for service provided to Members in Wyoming shall be available to the Wyoming Public Service Commission.

*Test Results and Records:* All tests shall be maintained for the life of the meter, which shall show type of equipment, last test date, test results and any adjustments required.

**E. Resale of Energy**

The Cooperative only provides retail service. No Member shall resell or re-bill the power purchased from the Cooperative.

**F. Landlord/Tenant Agreement**

A landlord of rental property may sign an agreement with the Cooperative for automatic transfer of service to the landlord’s name when a tenant vacates or service is discontinued for nonpayment. The tenant is the Member of record until service discontinuation, and then the landlord becomes the Member of record. If the landlord requests that the service be left discontinued, then the agreement shall become null and void.

**G. Change of Occupancy**

Whenever a change in occupancy, ownership, or legal responsibility occurs for a service, it is the responsibility of the Member whose name is on record for that service, to notify the Cooperative of any change. The Member of record at the Cooperative shall remain responsible for all charges until written, phone, or verbal notice of change is received by the Cooperative or the Member’s service is discontinued for nonpayment.
SECTION VII - IDLE SERVICES

A. Idle Services

Any service which is discontinued and is idle for 12 months the Member must immediately begin paying the idle service fee per Subsection Schedule of Fees and Charges. Any service, for which no idle service fee has been paid for 12 months, shall be considered as abandoned.

At the end of the 12-month period, the Member shall be notified by certified mail, return receipt requested, to the last known address of the options concerning the idle service, with 30 days in which to respond.

If no response is received within the 30-day period, then service facilities shall be considered as "Abandoned" and may be removed at the convenience of the Cooperative.

The Member shall have the following options:

1) Leave the service facility energized for which the Member shall pay the monthly base charge plus any kWh usage measured on the metering equipment.

2) Remove the entire service facility at no cost to the Member.

Multiple services served from one transformer in such places as subdivisions, apartment complexes, and mobile home parks, shall be exempt from this rule.

The Cooperative may retire or reuse parts from an Idle Service if it so chooses, however, if the property owner requests that the service become active, the Cooperative agrees to make that service capable of delivering energy at its own expense within three (3) days.

B. Reconstruction of an Abandoned Service

If a service is abandoned, and the property owner later desires service to be restored at the same or similar location, the property owner must pay 100% of the new construction costs, consistent with the current line extension policy, in advance.
SECTION VIII - SCHEDULE OF FEES & CHARGES

1. Billing & Collection
   a. Collection Visit/Trip Fee $50.00
   b. Reconnect $150.00
      Reconnect — After Hours Actual Time & Materials
      Regular business hours applicable to discontinuance or reconnect
      are Monday – Friday 8:00 AM – 3:00 PM, all other hours would
      be considered after hours, (including holidays)
   c. After hours disconnects Actual Time & Materials
   d. NSF Check $15.00
   e. Late Payment Charge for undisputed balance 1.5% per mo.
   f. Security Deposit As established by the Wyoming Public Service Commission
      Highest three months of Service
   g. Meter Tampering $100.00
   h. Meter Accuracy Verification $60.00*
      *(no charge if meter not tested in previous year)

2. New Service
   a. Engineering Fee (non-refundable, applied to CIAC) $250.00
   b. Easement Recording – as required $15.00 per sheet

3. Member Service
   a. Area Lighting
      • Replace photocell $25.00*
      • Replace photocell & bulb (HPS) $45.00*
      • Install new light (HPS) $150.00*
      • Replace existing with new (MVL/HPS) $150.00*
      • Install new light (LED) $250.00*
   b. Surge Protection—low voltage, at meter $150.00*

*Note – assumes when crew is in the area, otherwise it is time and materials.
4. Idle Services Charge

5. Site visit for outage on Member owned equipment

6. Avoided Cost refund rate

Facility charge for class of service

Time and Materials

Current Wholesale rate from the current Power Supply contract, energy rate only, in Accordance with the WPSC

BEARTOOTH ELECTRIC COOPERATIVE, INC.
1306 N. Broadway
Red Lodge, MT 59068

P.S.C. WY No 13
Original Sheet No 32 OF 40

Date Issued: June 23, 2017
By: James R. Webb
SUBSECTION – RATES

Exhibit I

BEARTOOTH ELECTRIC COOPERATIVE RATE SUMMARY

<table>
<thead>
<tr>
<th>Rate Schedule</th>
<th>Facility Charge</th>
<th>kWh</th>
<th>Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential/General</td>
<td>$33.50</td>
<td>$0.088768</td>
<td>N/A</td>
</tr>
<tr>
<td>Schedule C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Commercial</td>
<td>$33.50</td>
<td>$0.083438</td>
<td>N/A</td>
</tr>
<tr>
<td>Schedule D</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Commercial</td>
<td>$111.65</td>
<td>$0.048254</td>
<td>$12.40</td>
</tr>
<tr>
<td>Schedule E</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>$218.25</td>
<td>$0.055744</td>
<td>$12.40</td>
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<tr>
<td>Schedule F</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Irrigation</td>
<td>$121.80</td>
<td>$0.050711</td>
<td>$12.40</td>
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<td>Schedule NM</td>
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</tr>
<tr>
<td>Net Metered</td>
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<tr>
<td>Avoided Cost</td>
<td></td>
<td>$0.03425</td>
<td></td>
</tr>
</tbody>
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Date Issued: September 27, 2018  Effective Date: July 1, 2017
By: Kevin P. Owens  Title: General Manager
BEARTOOTH ELECTRIC
RATE SCHEDULES
EXHIBIT II
SCHEDULE A – RESIDENTIAL & GENERAL SERVICE

A. Availability

Available to primary residences, farms, and small domestic services for year round uses subject to the established Rules and Regulations.

B. Type of Service:

Single or three phase service, 60 hertz, alternating current, at standard secondary voltages.

C. Monthly Rate:

1. Facility Charge $33.50 per month
2. Energy Charge $.088768 per kWh

D. Connect - Reconnect:

If a Member disconnects a general service account, and then reconnects within a twelve (12) month period, the Member shall be required to pay the facility charge for all disconnected months, plus the reconnect fee, unless the service is for an approved public purpose meter in which case only a reconnect fee shall be charged. Per Section III. D.

E. Minimum Monthly Charge:

The minimum monthly charge is the facility charge.

F. Terms of Payment:

Subject to the established credit policy of the Cooperative, Section VI. A.
SCHEDULE C – SMALL COMMERCIAL SERVICE

A. Availability
   A available to all small commercial establishments desiring single-phase or three-phase service and
   a maximum of 50 kVA of transformer capacity, subject to established Rules and Regulations.

B. Type of Service:
   Single or three phase service, 60 hertz, and alternating current, at standard secondary voltages.

C. Monthly Rate:
   1. Facility Charge $33.50 per month
   2. Energy Charge $.083438 per kWh

   *Any service requiring a transformer above 50 kVA shall be considered Large Commercial
   service and billed by Rate Schedule D.

D. Connect - Reconnect:
   If a Member disconnects a small commercial account, and then reconnects within a twelve (12)
   month period, the Member shall be required to pay the facility charge for all disconnected
   months, plus the reconnect fee, Per Section III. D.

E. Minimum Monthly Charge:
   The minimum monthly charge is the facility charge.

F. Terms of Payment:
   Subject to the established credit policy of the Cooperative, Section VI. A.
SCHEDULE D - LARGE COMMERCIAL SERVICE

A. Availability

Available to all large commercial Members desiring more than 50 kVA but less than 1,000 kVA of transformer capacity, subject to established Rules and Regulations.

B. Type of Service:

Single or three-phase, 60 hertz, alternating current, at standard secondary voltages.

C. Monthly Rate:

1. Facility Charge $111.65 per month
2. Energy Charge $0.048254 per kWh
3. Demand Charge $12.40 per kW

D. Power Factor Adjustment:

For large commercial accounts who have 500 kVA, or more, of transformer capacity, the Member agrees to maintain unity power factor as nearly as practicable. Demand charges shall be adjusted to correct for average power factor lower than 90%. Such adjustments shall be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90%.

E. Minimum Monthly Charge:

The minimum monthly charge shall be the facility charge.

F. Terms of Payment:

Subject to the established credit policy of the Cooperative, Section VI. A.
SCHEDULE E – INDUSTRIAL SERVICE

A. Availability

Available to all industrial consumers desiring more than 1,000 kVA of transformer capacity, subject to established Rules and Regulations.

B. Type of Service:

Three-phase, 60 hertz, alternating current, at standard secondary voltages.

C. Monthly Rate:

1. Facility Charge $218.25 per month
2. Energy Charge $0.055744 per kWh
3. Demand Charge $12.40 per kW

D. Power Factor Adjustment:

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges shall be adjusted to correct for average power factor lower than 95%. Such adjustments shall be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 95%.

E. Minimum Monthly Charge:

The minimum monthly charge shall be facility charge.

F. Terms of Payment:

Subject to the established credit policy of the Cooperative, Section VI. A.
SCHEDULE F - IRRIGATION SERVICE

A. Availability
Available to agricultural irrigation pumping, subject to established Rules and Regulations.

B. Type of Service:
Three-phase, alternating current, 60 hertz, at standard secondary voltages. Single-phase service may be furnished, provided the motor capacity does not exceed 25 horsepower, at the discretion of the Cooperative.

C. Monthly Rate:
1. Three Phase above 10 horsepower
   a) Facility Charge $121.80 per month
   b) Energy Charge $0.050711 per kWh
   c) Demand Charge $12.40 per kW

D. Power Factor:
The Cooperative reserves the right to require the installation of capacitors on motors over 25 horsepower nameplate rating if the measured power factor is less than 90%.

E. Irrigation Billing Procedure
Members shall be billed from May 1 through October 31. If power is used from November 1 through April 30, the usage and demand shall be billed on the first bill in the spring.

F. Minimum Monthly Charge:
If three-phase service is required, the minimum monthly charge shall be the facility charge.

G. Terms of Payment:
Subject to the established credit policy of the Cooperative, Section VI. A.
SCHEDULE NM - NET METERING

A. Availability
Available to any member that owns and operates a solar, wind, biomass or hydroelectric generating facility of not more than twenty-five (25) kilowatts that is located on the Member's premise, is interconnected and operates in parallel with the Cooperative's existing distribution facilities, and is intended primarily to offset part of all of the Member's single metered point of delivery. This service is available to Members of Beartooth Electric Cooperative, Inc. who agrees to the requirements of the tariff.

B. Type of Service:
Single phase, alternating current, 60 hertz, at standard secondary voltages. Net electricity produced or consumed during the billing period shall be measured, in accordance with normal metering practices.

C. Minimum Monthly Charge:
The minimum monthly charge shall be the facility charge in the applicable member rate class.

D. Terms of Payment:
Subject to the established credit policy of the Cooperative, Section VI. A.

E. Avoided Cost Refund
At the end of the 12 month billing period, any unused kilowatt hour credit accumulated during the previous 12 months shall be sold to BEC at the current avoided costs for the applicable calendar year and rate schedule.

   a) Avoided Cost   $0.03425

Date Issued: June 23, 2017
By: James R. Webb
February 8, 2018

Mr. James Webb
General Manager
Beartooth Electric Cooperative, Inc.
P.O. Box 1110
Red Lodge, MT 59068

Re: Docket No. 10017-32-CT-16 (Record No. 14522)

Dear Mr. Webb

Pursuant to the open meeting of June 15, 2017, and Beartooth’s compliance filings of July 19, 2017, and February 5, 2018; the Wyoming Public Service Commission has approved the following tariff changes, which became effective on and after June 15, 2017:

- P.S.C. Wyoming No. 13
  - Original Sheet Nos. 1 through 40
- Cancels Wyoming P.S.C. No. 3
  - Sheets No. 1R through 32R (all revisions thereof)

Enclosed is one Commission-stamped copy of the tariff sheets for your records.

Sincerely,

Kara Seveland
Rate Analyst

Enclosures