

Big Horn Rural Electric Company



**Big Horn Rural
Electric Company**

® Your Touchstone Energy® Cooperative 

PO Box 270
208 South Fifth Street
Basin, WY 82410
(307)568-2419
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www.bighornrea.com

Big Horn Rural Electric Company was formed in 1937. Currently, we serve 3,777 meters over 1,311 miles of line. Big Horn services 3,100 square miles in five counties in Wyoming (Big Horn, Washakie, Park, Sheridan and Johnson) and two counties in Montana (Big Horn and Carbon) as shown on the following pages.

**PUBLIC SERVICE COMMISSION
APPROVED**

EFFECTIVE: JUL 27 2017

DOCKET NO. 10019-0062-CT-16
STATE OF WYOMING

Big Horn - Service Territory



PUBLIC SERVICE COMMISSION
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JUL 27 2017

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STATE OF WYOMING

Directorate District I

Extension 1 - Burlington, Otto, Emblem and surrounding rural areas

Directorate District II

Extension 2 - East of Greybull through Shell over the Big Horns and the areas surrounding Basin on the West, N and E.

Directorate District III

Extension 3 - E and S of Manderson via Hyattville through Ten Sleep

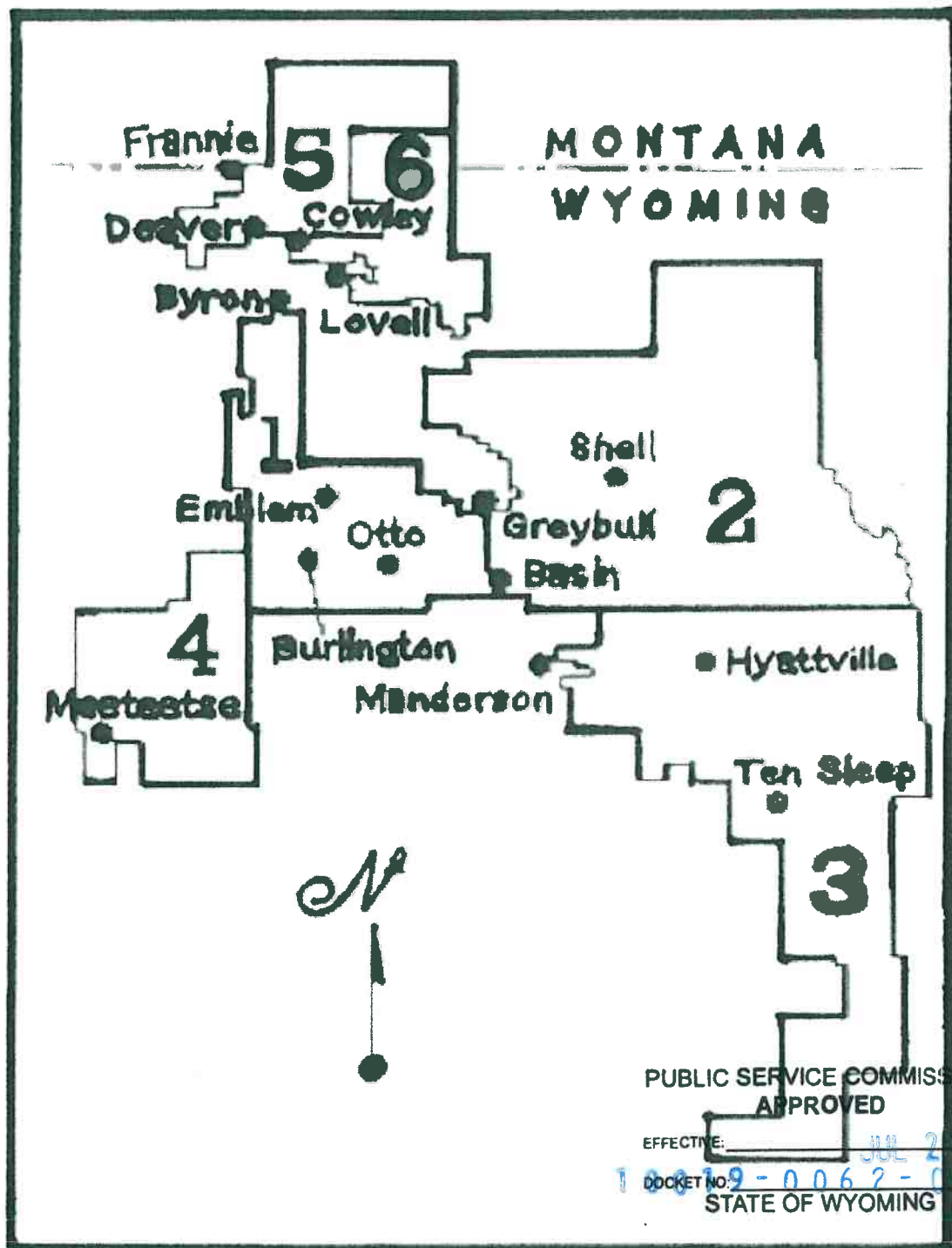
Directorate District IV

Extension 4 - W and S of Burlington/Meeteetse junction through Meeteetse

Directorate District V

Extension 5 - Rural area E and N of Deaver/Cowley

Extension 6 - Rural area surrounding Byron/Lovell



THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
Basin, WY 82410

WYOMING P.S.C. NO. 14
Original Sheet No. 1R

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APPROVED

Jeff Umphlett
Jeff Umphlett

General Manager

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THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
Basin, WY 82410

WYOMING P.S.C. NO. 14
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Jeff Umphlett
General Manager

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STATE OF WYOMING

THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
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WYOMING P.S.C. NO. 14
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SCHEDULE OF FEES AND ALLOWANCES

<u>DESCRIPTION</u>	<u>SECTION</u>	<u>CHARGE</u>
1. SURVEY COSTS Easement and right of way costs performed by licensed surveyor	11R	All costs, except \$1,500.00 provided by Big Horn
2. SECURITY DEPOSITS Maximum Residential All other classes	13R	3 months' highest use based on 12-month billing history \$300 if usage in the immediate previous 12 month period is not indicative of normal usage based upon anticipated load
3. INTEREST ON DEPOSITS	14R	authorized PSC rate
4. METER READING - MANUAL	15R	labor and mileage expenses
5. LATE PAYMENT	16R	1.5% of any outstanding balance remaining on the 26 th of the month
6. COLLECTION VISIT	19R	\$30.00
7. DISCONTINUATION OF SERVICE REMOVAL OF METER BUSINESS HOURS REMOVAL AFTER BUSINESS HOURS DISCONTINUATION OF SERVICE NON REMOVAL OF METER	22R 22R 22R	labor and mileage expenses labor and mileage expenses no charge
8. RECONNECT FEE NOTE: Any account that is reconnected at the same premises for the same member within an 18-month period, the member will be required to pay the applicable minimum monthly charge for those months for which service was discontinued.	22R-23R	labor and mileage expenses

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Jeff Umphlett
PUBLIC SERVICE COMMISSION
Jeff Umphlett
General Manager
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THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
Basin, WY 82410

WYOMING P.S.C. NO. 14
Original Sheet No. 4R

SCHEDULE OF FEES AND ALLOWANCES

<u>DESCRIPTION</u>	<u>SECTION</u>	<u>CHARGE</u>
9. RETURNED CHECK CHARGE	23R	\$30.00
10. METER TESTING – CUSTOMER REQUEST	27R	a) meter tested within 12 months of previous testing - cost will be actual to test meter; otherwise, b) no cost
11. LINE EXTENSION	32R-33R	All costs, except \$1,000 provided by Big Horn for each qualifying service
12. INTERCONNECTION PROJECT APPLICATION FEE	33R-34R	\$1,000.00

BUSINESS HOURS: 8:00 a.m. – 4:00 p.m. Monday through Friday, excluding holidays
AFTER HOURS: Any time other than business hours

DIRECT LABOR:

BUSINESS HOURS \$100.00/HOUR
AFTER HOURS \$150.00/HOUR

FLEET TRUCKS: \$50.00/HOUR

BUCKET/DIGGER: \$100.00/HOUR

BACKHOE/CHIPPER/ETC: \$100.00/HOUR

MILEAGE: \$0.75/MILE

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APPROVED

Effective

General Manager

STATE OF WYOMING

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THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
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WYOMING P.S.C. NO. 14
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RULES AND REGULATIONS

Upon approval by the Wyoming Public Service Commission, the following Rules and Regulations shall augment the Rules of the Wyoming Public Service Commission governing the supplying and the member taking electric service. They shall become part of every application for service made by the member and the resultant contract between Big Horn Rural Electric Company ("Big Horn") and any member taking service, unless modified by special terms negotiated between Big Horn's Board of Directors and the member, and approved by the Wyoming Public Service Commission, if required.

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time by Big Horn's Board of Directors upon approval from the Wyoming Public Service Commission.

Copies of these Rules and Regulations are available at Big Horn's office, 208 South 5th Street, Basin, Wyoming and will be furnished upon request.

Wyoming Public Service Commission Rules, together with these Rules and Regulations supersede and cancel all previous rules and regulations pertaining to the supplying and taking of Big Horn's electric service.

NO PREJUDICE OF RIGHTS

The failure of Big Horn to enforce any of the terms of these Rules and Regulations rules and regulations shall not be deemed as a waiver of the right to do so.

DEFINITIONS

For purposes of these Rules and Regulations the terms "member" and "applicant" may be used interchangeably.

OFFICE HOURS

Big Horn's Basin office hours shall generally be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Changes to Big Horn's office hours will be posted on Big Horn's website and on the front door of Big Horn's Basin office.

Big Horn's offices will not be open for business on the following holidays (or the day immediately preceding or following if the holiday falls on a Saturday or Sunday)

New Year's Day	Memorial Day	Independence Day
Labor Day	Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	Presidents' Day

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Jeff Umphlett
Jeff Umphlett
General Manager

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THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
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WYOMING P.S.C. NO. 14
Original Sheet No. 6R

APPLICABLE RATES AND CLASSIFICATION OF SERVICE

“SGS” – Small General Service:

This rate shall be applicable for single phase service to farm, residential, and other services with a maximum of 11 kW or less for which there is not a specific rate schedule, provided that in no case will the total connected kVA for the member's total metered load be greater than 15 kVA, subject to Big Horn's rules and regulations.

“STU” - Small Time-of-Use:

This rate shall be available for service where the member has installed Big Horn authorized storage heating equipment. Big Horn reserves the right to limit participation in Time-of-Use programs based on peak conditions and wholesale power provider's related program, subject to Big Horn's rules and regulations.

“MGS” – Medium General Service:

For all service for which there is not a specific schedule with a minimum requirement over 11 kW and maximum requirements of 25 kW, subject to Big Horn's rules and regulations.

“LGS” – Large General Service:

For all service for which there is not a specific rate schedule with a minimum requirement over 25 kW and maximum requirement of 45 kW, subject to Big Horn's rules and regulations.

“CI” - Commercial and Industrial:

For all service for which there is not a specific rate schedule requiring over 50 kVA of total connected transformer capacity, or 45 kW, whichever is greater, subject to Big Horn's rules and regulations.

“IRR” - Irrigation:

For all service used for the purpose of pumping water for irrigation and/or sprinkling for irrigation use with at least a five (5) horsepower pump, subject to Big Horn's rules and regulations. The horsepower calculation will be the greater of the total of the installed name plate horsepower or the horsepower as converted from a metered demand (kW) reading. The irrigation season is April 1 through October 31 of each year. Any irrigation account utilizing the energized service at any time during the non-irrigation months of November through March for anything other than moving a pivot and/or to keep the control panel energized, will be billed not less than the minimum monthly charge for the applicable classification of service. The classification is based upon the service load requirement for each and every month from November through March, inclusive.

“SL” - Street/Highway Lighting:

For street lighting systems within a town's corporate limits and for traffic control and lighting, subject to Big Horn's rules and regulations.

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Jeff Umphlett
Jeff Umphlett
General Manager

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WYOMING P.S.C. NO. 14
Original Sheet No. 7R

"RSL" - Rental Security Lighting:

For rental outdoor lighting service, subject to Big Horn's rules and regulations.

APPLICATION OF RATES

Big Horn's published rate schedules state the conditions under which each is available for electric service. With Big Horn's authorization a member may take electric service at one location or premises under more than one rate schedule, if the services are separately metered and the applicable rate schedules do not specifically provide otherwise. Big Horn has the authority to place a member in a proper rate class.

Where one or more rate schedule is available, it shall be the duty of Big Horn to assist an applicant in the selection of a schedule that is most suitable and advantageous for the applicant's requirements. If at any time thereafter, the member requests Big Horn to do so, Big Horn shall advise the member what rates are available for each class of service being supplied to the member and the effect thereof on such member.

Rates are normally established on a twelve (12) month basis. A member having accepted a rate suited for the member's service requirements may not change to another rate within a twelve (12) month period unless there is a substantial change in the character or condition of the member's service.

ELECTRIC SERVICE AND FACILITIES, QUALITY AND ADEQUACY

Big Horn shall furnish its members with safe, adequate and reliable service in accordance with accepted good utility practice. It shall maintain its entire plant and system in a condition enabling it to furnish required service and inspect its system and facilities in a manner and at such frequency as necessary to obtain sufficient knowledge of its current condition and adequacy.

Big Horn shall construct, install, operate and maintain its entire plant and system ("facilities"), including structures, equipment and lines, in accordance with accepted good utility practice and in a manner that prevents injury to persons or property, promotes the safety, health, comfort and convenience of its members, employees and the general public and eliminates interference with the service furnished by other utilities, facility operators or telecommunications companies.

Big Horn shall use reasonable diligence to supply steady and reliable utility electric service to each member at the point of delivery, but will not be liable to the member for damages occasioned by irregularities or interruptions beyond its control.

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Jeff Umphlett
Jeff Umphlett
General Manager

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BIG HORN RURAL ELECTRIC COMPANY
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WYOMING P.S.C. NO. 14
Original Sheet No. 8R

Big Horn shall make all reasonable efforts to avoid interruptions of service, and, when such interruptions occur, shall endeavor to re-establish service in a timely and safe manner. Whenever, in connection with its work, it needs to interrupt service, Big Horn shall attempt to interrupt service at a time which will cause the least reasonable inconvenience to members. For interruptions due to planned work on the system, Big Horn will endeavor to provide affected members two business days' notice of a planned service interruption.

There may be an emergency interruption of service, without notice to the member, when caused by failure of equipment, unexpected and prolonged increase in load, fire, storm, strike, act of God, or other cause beyond Big Horn's control.

Big Horn will give, upon request, such information and assistance as is reasonably possible and necessary in order that members may secure safe and efficient service. Members will be given advance notice of any change made or proposed to be made in any condition as to service, which would affect the efficiency of service or the safe operation of appliances or equipment which may be in use by the member.

A copy of the rate schedules, rules and regulations of the utility, as filed with the Wyoming Public Commission, shall be kept on file in Big Horn's office at 208 South 5th Street, Basin, Wyoming and shall, with the exception of contractual rates, be open to inspection by the public during normal business hours. A copy of the Wyoming Public Service Commission's Rules shall be kept on file in Big Horn's office at 208 South 5th Street, Basin, Wyoming and shall be open to inspection by the public.

AVAILABILITY AND TYPE OF ELECTRIC SERVICE

The type of electric service which will be furnished to the member will depend on the location, size and type of load to be served. It is necessary that the member obtain from Big Horn the information as to the phase and voltage of the service that can and will be furnished before proceeding with the purchase of motors or other equipment. Big Horn renders 60 hertz (Hz) service from circuits of the following standard characteristics:

<u>Nominal System Voltage</u>	<u>Safe Operating Limits</u>	<u>Type of System</u>
a. 120/240 volts	228-252 volts	Single Phase, 3 wire
b. 120/208 volts	197-218 volts	Three Phase, 4 wire Y
c. 120/240 volts	228-252 volts	Three Phase, 4 wire D
d. 240/480 volts	456-504 volts	Single Phase, 3 wire D
e. 240/480 volts	456-504 volts	Three Phase, 4 wire D
f. 277/480 volts	456-504 volts	Three Phase, 4 wire Y
g. 7200/12470 volts	11846-13094 volts	Three Phase, 4 wire Y
h. 14400/24900 volts	13680 - 15120 volts	Three Phase, 4 wire Y

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General Manager

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WYOMING P.S.C. NO. 14
Original Sheet No. 9R

If a member requests voltage other than Big Horn's standard service voltages, it shall be the member's responsibility and at the member's expense to install equipment with which to transform the service voltage to the required level. Any such equipment installed must be approved by Big Horn in writing prior to being placed in service.

POINT OF DELIVERY

The point of delivery of electric service shall be at the point at which the electric supply system of Big Horn connects to the wiring system of the member.

Prior to the start of construction, the member shall communicate to Big Horn the exact location of the service and the details of all anticipated load to be located at the site. Location of the point of delivery shall be designated by authorized Big Horn personnel. The member shall designate and provide, free of expense to Big Horn, a mutually agreed upon location for the pole, line, transformer(s), meter(s) or other equipment necessary for energizing the service. Each member shall provide and execute all necessary documents for Big Horn to secure right-of-ways across the member's property and adjoining or other property owners for such service, pursuant to the Right-Of-Way section herein.

On overhead construction the terminus of facilities owned by Big Horn will be the point where Big Horn's overhead service drop connects to the member's service conductors - whether at the top of the pole, on a building or on a structure. The member shall own and be responsible for maintenance of all facilities beyond that point.

For underground construction, the point of delivery is that point where Big Horn's service lateral connects to the member's service entrance conductors - usually the metering point - whether on a pedestal, building structure or pole. The member shall own and be responsible for maintenance of all facilities beyond that point.

NUMBER OF SERVICES TO A BUILDING

In general, a building or other premises shall be served through only one set of service conductors. At the option of Big Horn, more than one service to a single member at one location will be permitted and/or required when the physical or electrical characteristics of the facilities served require more than one service in the interest of good engineering and operating practices.

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Jeff Umphlett
General Manager

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THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
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WYOMING P.S.C. NO. 14
Original Sheet No. 10R

APPLICATIONS FOR MEMBERSHIP AND SERVICE

Any person, firm, association, corporation, or public entity desiring to make application for electric service may do so by signing a written Application for Membership and Electric Service and paying any Security Deposit that may be required by Big Horn and by agreeing to abide by these Rules and Regulations. The Application for Membership and Electric Service shall be notarized by the applicant at the time of application. The membership entitles the member to receive a subscription to the Wyoming Rural Electric News.

Each member shall have only one (1) membership in his or her name. The member may have more than one service connected under one membership. Membership is not transferrable.

Every Application for Membership and Electric Service shall be made in the legal name of the applicant desiring or using service. If this provision is violated Big Horn may discontinue service. Any person using Big Horn's electric service who has failed to make true and correct application for such service shall be liable to Big Horn for payment for all electric service taken under the applicable rate schedule, and Big Horn may also seek recovery for any damages and costs.

Any member who has received Big Horn's electric service shall be responsible for all bills charged in the member's name from the time of connection until such time as the member notifies Big Horn that service is no longer needed. Following written notification received by Big Horn, the member will not be liable for subsequent service at the location. A member no longer desiring service must notify Big Horn in writing at 208 South 5th Street, Basin, Wyoming, of the member's intent to discontinue service in order to avoid liability for payment for subsequent service at such location.

Big Horn shall not be required to connect a service when the applicant and/or member has an unpaid account or amount owing to Big Horn or has been discontinued because of violation of Big Horn's rules and regulations or non-payment of bills until such unpaid account or amount has been paid in full, reconnect charges have been paid and the applicant and/or member has complied with all of Big Horn's rules and regulations with respect to service reconnects.

CHANGE OF OCCUPANCY OR OWNERSHIP

When a member elects to discontinue service, Big Horn shall be notified in writing as to the effective date of such termination. Big Horn will read the meter as near as possible to the date requested. If a member fails to make a request to discontinue the power to premises which subsequently become vacant, the member shall be responsible for all power bills relating to those premises. A member's leaving a service connected to vacant premises does not constitute consent by Big Horn for a new occupant of such premises to use the service without making proper application for service.

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WYOMING P.S.C. NO. 14
Original Sheet No. 11R

LANDLORD/TENANT AGREEMENT

Any member who is leasing, subletting, or is not residing at the property where the member's electric service is being provided shall execute Big Horn's Landlord/Tenant Electric Services Agreement immediately upon leasing, subletting or when the property is vacated. Big Horn may refuse to discontinue power to the member's property at the member's request if such a request would constructively evict said tenant without a valid Court order.

REQUEST TO CONSTRUCT NEW SERVICE

A member or an applicant who requires a new service in Big Horn's service area should submit a request for new service to Big Horn. Upon receipt of a request for new service Big Horn shall determine the requested service requirements and the load capabilities of Big Horn's system. If it is feasible to provide said service, Big Horn will prepare an estimate of the costs of material, direct labor, transportation and overhead costs to provide said service. Said estimate shall be effective only for two (2) months following the date the estimate was prepared. Big Horn shall generally only prepare two (2) estimates per twelve (12) month period free of cost. If a member or applicant requests more than two (2) estimates during this time frame, Big Horn may supply the additional estimate provided the member or applicant pays the actual costs to prepare and complete the additional estimate.

Big Horn will contribute towards the initial cost to construct a service the amount set out in Big Horn's Line Extension Policy (Sheet 32R), approved by the Wyoming Public Service Commission. Any amount estimated or actually expended over and above the amount Big Horn contributes shall be paid by the member.

Big Horn requires a contract on all newly built services that provides for minimum payments under the appropriate rate schedule for a period no less than five (5) years.

REQUEST FOR TEMPORARY SERVICE

A member and/or applicant requiring a new service that will be temporary in nature and not permanent shall pay in advance all costs of installation and removal, less salvage value, of facilities installed by Big Horn to serve the temporary service.

In addition, the member shall pay the regular rates applicable to the class or classes of service rendered.

RIGHT-OF-WAY

Big Horn's obligation to render service to a member is contingent upon securing the necessary easements, rights-of-way, permits and certificates allowing Big Horn to construct, operate and maintain facilities across adjoining or other property owners and to the property of the PUBLIC SERVICE COMMISSION

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WYOMING P.S.C. NO. 14
Original Sheet No. 12R

A member and/or applicant requesting a new service shall provide, without cost to Big Horn other than the amount provided by Big Horn as stated below, all easements, rights-of-way, permits, and certificates allowing Big Horn to construct, operate and maintain facilities, or extensions thereof as necessary or incidental to the supplying of service to the member, across the property owned by the member.

A member and/or applicant requiring a new service shall also be responsible for securing necessary easements, permits, certificates and/or rights-of-way across adjoining or other property owners, and shall pay all costs other than the amount provided by Big Horn as stated below, associated with such, allowing Big Horn to construct, operate and maintain facilities, or extensions thereof as necessary or incidental to the supplying of service to the member.

A member and/or applicant shall be responsible for having the required easements and/or rights-of-way performed by a licensed surveyor and said work by licensed surveyor to be completed in form that can be filed as a legal document in the proper court house. Big Horn will provide the amount described on the attached Schedule of Fees and Allowances towards the total cost of all necessary surveys.

If the dedicated utility easements in any real estate development or subdivision in which Big Horn is requested to install facilities for service to existing and future members are found to be insufficient for such installation, the owner (developer) or applicant shall, upon request, furnish at the owner's and/or applicant's expense any additional easements required for installation, operation and maintenance by Big Horn.

REFUSAL TO SERVE NEW MEMBERS OR EXPAND EXISTING SERVICE

Big Horn may refuse to provide, expand or materially change service to a requesting member for any of the following reasons:

- 1) Big Horn does not have adequate facilities to render the service requested.
- 2) The existing service does not meet National Electric Code, or the requested service appears to be unsafe or likely to adversely affect service to another member.
- 3) The requesting member is indebted to Big Horn for damages to utility property or utility related service charges previously rendered and satisfactory payment arrangements have not been made with Big Horn.
 - 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 Big Horn'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, described on the attached Schedule of Fees and Allowances.
 - b. Big Horn shall not refuse service to a new member because of debts of a previous member at the same location.
 - c. Big Horn may refuse service due to unpaid line extension charges for facilities serving the location.

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- 4) The service requested is located outside of Big Horn's certificated service area.

MEMBER DEPOSITS

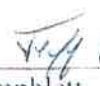
Big Horn may require a deposit to guarantee payment for each service. This deposit shall not be considered advance payment of bills, but shall be held as security for payment of service rendered. Big Horn may refuse service to an applicant or discontinue service to a member for failure to comply with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

Big Horn may require a deposit if:

- 1) A prior service account with Big Horn remains unpaid and undisputed at the time of application for service.
- 2) Service from Big Horn has been terminated for nonpayment of any undisputed delinquent bill; failure to reimburse Big Horn for damages due to member's negligent or intentional acts; or acquisition, diversion or use of service without the authorization of or knowledge by Big Horn.
- 3) Information provided upon application for service is materially false or a misrepresentation.
- 4) The application is for initial service with Big Horn or the applicant did not have service with Big Horn for a period of at least twelve (12) consecutive months during the past four (4) years.
- 5) The applicant or non-residential member is unable to pass Big Horn's objective credit screen. In order to pass the objective credit screen, the applicant or non-residential member must have received twelve (12) consecutive months of service from Big Horn, with the undisputed portions of the immediate twelve (12) most recent bills paid in full when due.
- 6) The request is for service at an address where a former member with an undisputed delinquent bill for service still resides or conducts business.
- 7) 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.
- 8) Big Horn has determined that it has a significant financial risk in continuing to provide service to a specific load or non-residential member. Big Horn and the member may attempt to reach a deposit agreement. If Big Horn and the member are unable to reach an agreement, Big Horn shall file a confidential petition requesting expedited review and Commission approval prior to collecting the member's deposit. The petition shall contain the basis for Big Horn's determination, the amount of deposit sought and sufficient information for the Commission to contact the member.

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Issue Date: 8/9/17


Jeff Umphlett
General Manager

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THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
Basin, WY 82410

WYOMING P.S.C. NO. 14
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Big Horn 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.

The required deposit shall not exceed the total amount of the member's estimated bill for three (3) months of highest use based on the premises' monthly bills during the immediate previous twelve-month period. If billing information for the immediate previous twelve-month (12) period is not available and/or the immediate previous twelve-month (12) period is not indicative of normal energy usage, the deposit described on the attached Schedule of Fees and Allowances shall apply for residential members. For all other member classes, the deposit will be based on anticipated service characteristics and anticipated load.

Big Horn shall retain records showing the name and address of each member making the deposit; the date and amount of the deposit; and each accounting transaction concerning the deposit.

Big Horn shall provide the member a non-assignable receipt or other record of deposit, showing the date and amount received.

Big Horn shall calculate simple interest on deposits at the Commission Authorized Interest Rate, described on the attached Schedule of Fees and Allowances. Interest shall apply only to deposits held for at least six (6) months, but shall accrue from the initial date of deposit through the date the deposit is returned to the member.

Big Horn may accept a written guarantee from an acceptable guarantor in lieu of a deposit to pay a member's bill. After Big Horn has verified the member's identity, the member shall agree to permit Big Horn to provide the member's account information to the guarantor upon the member's default.

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. Big Horn shall apply the credit at least annually;
- b. A residential member has received twelve (12) consecutive months of service; all bills have been paid in full by the payment due date; and there has been no cause to discontinue;
- c. A non-residential member has received twelve (12) consecutive months of service; all bills have been paid in full by the payment due date; and there has

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BIG HORN RURAL ELECTRIC COMPANY
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WYOMING P.S.C. NO. 14
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- been no cause to discontinue; and the member passes Big Horn's objective credit screen; or
- d. Service is discontinued. Big Horn shall not require the member to provide the original receipt in order for the deposit to be returned. Any credit balance on the account after the deposit is applied shall be refunded to the member. If Big Horn 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. Big Horn shall manage such deposits as unclaimed property as required by Wyoming law (W.S. § 34-24-109).

METER READING AND BILLING

Each meter will be read by Big Horn authorized personnel or by utilizing an automated meter reading (AMR) device 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.

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 will be adjusted as necessary when the next actual reading is obtained.

Each service meter shall clearly indicate the units of measurement. If Big Horn 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.

When service is discontinued, a bill for final usage will be processed within thirty (30) days following discontinuance.

Big Horn shall adequately meter and measure the commodity delivered into its distribution systems to determine demand capacity, losses, capacity constraints and, if applicable, voltage levels.

Big Horn shall measure member commodity use by industry-recognized and approved certified meters.

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General Manager

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Big Horn shall install and maintain at its own expense all equipment necessary to regulate and measure the commodity delivered per tariff.

Upon a member's request, Big Horn may install and maintain an additional meter at the member's expense.

No pre-payment meter shall be used by Big Horn except when Big Horn's tariff permits, it is voluntarily chosen by the member and Big Horn's tariff describes discontinuation of service procedures. The member retains the option to request regular metered service at any time, which may be subject to deposit. Member accounts where service is provided to persons whose physical health or safety would be endangered if the utility service were discontinued are not eligible for pre-payment meter service. If a pre-payment meter is in use, Big Horn shall:

(1) Provide continuous member access to account information and payment options to enable continued service; and

(2) Inform the member of all payment options and provide a telephone number or other electronic communication options in case of emergencies and/or service problems.

Any non-metered utility service shall be governed by tariff.

When a member does not wish to have an AMR meter installed and/or meter reading provided no less than monthly by utilizing the AMR device, Big Horn authorized personnel will manually read said meter(s) no less than monthly. The member will be responsible to pay for related costs such as labor and mileage incurred to read meter. Member will be charged the applicable meter reading costs at the rates described on the attached Schedule of Fees and Allowances.

MONTHLY BILLING AND PENALTY FOR LATE PAYMENT

The bills on all monthly electric accounts will be computed and mailed to the address furnished by the member generally no later than the 9th day of the month. All bills are due and payable by the due date shown on the bill and delinquent after the 25th day of the month. A charge of 1.5% per month will be added to any outstanding balance remaining as of the 26th of the month. Notice of this charge will be printed on each statement.

Delinquent notices will be mailed after the 25th day of each month on all delinquent accounts, giving notice that if payment is not received or arrangements for payment are not made, service may be discontinued. See Section "Discontinuation of Service to Members" (Sheet 19R) for additional information relative to a service being discontinued.

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BIG HORN RURAL ELECTRIC COMPANY
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Original Sheet No. 17R

BUDGET BILLING

Each year residential members served under the Small General Service rate classification may elect to pay levelized monthly bills for electric service on a budget billing plan, subject to the terms and conditions set forth herein. Enrollment for this program must be made between April 1st and July 1st of each year.

Any member electing to participate in the budget billing plan shall pay a monthly amount equal to a total of the most recent twelve (12) months billing multiplied by 1.10 (designed to offset any increase in usage) and divided by twelve (12). The most recent twelve (12) months shall be adjusted to fully reflect any rate changes which may have become effective during the said twelve (12) month period.

Said monthly payments shall be made for the following eleven successive months with the final, or twelfth month's payment being a settlement amount equal to the difference between the total payment made during the prior eleven (11) months and the actual amount due for the twelve (12) month period. If the settlement amount is a credit balance, the member may request that the amount be refunded or the amount will be used in calculating the ensuing year's budget billing or remain as a credit on the member's account. If the settlement amount is a balance owed by the member, the total balance will be due and payable on the due date indicated on the bill for the settlement month.

To be eligible to participate in the budget billing plan, a member shall meet the following requirements:

- a. The member shall, prior to enrollment, have received service at the same billing location for a period of twelve (12) consecutive months or more.
- b. The member shall be current with electric energy payments at the time of application.
- c. The member shall have a good credit history. To achieve a good credit history rating, member shall have had twelve (12) consecutive months of service, and all bills have been paid in full by the payment due date, member has not filed bankruptcy, and there has been no cause for discontinuation.
- d. The member shall execute the standard form "Budget Billing Plan Agreement".

Big Horn's normal collection procedures shall be applicable when a member fails to pay the budget billing amount in any month when due. If the member fails to pay the budget billing amount following due notice, the member shall be removed from the budget billing plan. If a member fails to maintain good credit the account shall immediately be returned to the regular billing plan, and the member shall not be allowed to participate in the budget billing plan again until the member's good credit is reestablished.

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Jeff Umphlett
Jeff Umphlett
General Manager

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The monthly budget billing amount may be adjusted for any increases or decreases in Big Horn's rates of five percent (5%) or more. Said monthly budget billing amount may also be adjusted if the member's use of electricity increases or decreases by ten percent (10%).

A member may elect to terminate participation in the budget billing plan at any time by notifying Big Horn in writing and by paying in full the entire outstanding amount of the account.

If a member is removed from the budget billing plan for any reason, the member shall not be eligible to participate in the plan until the following year's enrollment period.

BIG HORN REA ROUNDUP®

Big Horn REA RoundUp® is a program in which Big Horn's members may voluntarily agree to have their electric bills rounded up to the next dollar each month. The dollars derived from rounding up bills (Big Horn REA RoundUp® funds) will be used to assist worthy community organizations and projects as well as occasional individual crisis needs.

The program is strictly voluntary. Each member must sign a card indicating the wish to participate. When a member chooses not to continue participating in the program, by giving written notice to Big Horn, the member's name will be withdrawn from the program and the rounding up will cease.

All Big Horn REA RoundUp® funds will be administered by an independent Big Horn REA RoundUp® Foundation board of directors, separate from Big Horn's directors. The administrative costs of the program will be taken from unclaimed Capital Credit funds.

Big Horn REA RoundUp® funds will be separated from utility funds and will not be applied to utility matters. Big Horn's members will not support the program through their utility rates.

COMPLAINTS

Upon receipt of a written complaint from a member, Big Horn shall:

- 1) Make a full and prompt investigation.
- 2) If applicable, report the complaint and investigation results to the Wyoming Public Service Commission.
- 3) Inform the member of the investigation results.
- 4) Maintain a record of written complaints for three (3) years inclusive, including:
 - a. Name and address of Complainant;
 - b. Date complaint received;
 - c. Findings and adjustment or disposal made;
 - d. Character of the complaint.

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General Manager

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BIG HORN RURAL ELECTRIC COMPANY
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ADJUSTMENT OF BILLS

Appropriate adjustment in meter readings and bills rendered for electric energy may be made under the following circumstances:

- 1) When meter readings are incorrectly reported.
- 2) When estimated meter readings are later found to vary considerably from the actual usage.
- 3) When there has been a change of parties responsible for an account without the meter being read or removed, and both parties are in agreement to what the final and beginning readings should have been.
- 4) When any meter tested by Big Horn or its agent is found to have exceeded the parameters as set out in the rule herein titled "Metering and Meter Testing".
- 5) If a meter is found not registering or to have been registering intermittently for any period, Big Horn may charge for an estimated amount of electricity used. Usage shall be calculated by averaging the amounts registered over corresponding periods in previous months, or in the absence of such information, based on calculated use of connected load for similar periods preceding or subsequent thereto.
- 6) When it has been determined that there has been fraudulent use of electricity, the member shall reimburse Big Horn at the proper rate for unbilled power based on prior historical usage for the same load or usage based on the estimated load and duration of the fraudulent use.
- 7) When the member has actual knowledge there is an error related to the member's electric service, including but not limited to billing and usage, but does not inform Big Horn of this error.
- 8) In conformity with Section "Refund of Excess Charges" (Sheet No. 27R) and Section "Undercharges for Electricity; Collection Permitted; Restrictions" (Sheet No. 28R).

CHARGES FOR COLLECTION OF DELINQUENT ACCOUNT

When a delinquent account owed to Big Horn is not paid within the guidelines prescribed by Big Horn's rules and regulations regarding discontinuation of service, an employee of Big Horn will travel to the service location with the intent of discontinuing the service that is subject to discontinuation for non-payment. Big Horn may out of courtesy make an effort to collect on the bill prior to removing the meter, but by no means is required to do so. In the event service is not discontinued, a collection charge as described on the attached Schedule of Fees and Allowances will be assessed on the member's bill. If service is discontinued, Big Horn will assess a charge for the actual expenses for the discontinuation, including but not limited to labor and mileage expenses. Said charges will be assessed as described on the attached Schedule of Fees and Allowances.

DISCONTINUATION OF SERVICE TO MEMBERS

Unless otherwise ordered by the Commission, Big Horn shall not terminate service to any member for violating Big Horn's rules and regulations or for nonpayment of bills for service.

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General Manager

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until Big Horn has given at least seven (7) calendar days' notice to residential members or three (3) calendar days' to non-residential members.

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. Additional notice may be provided electronically. The notice shall contain:

- 1) The name of the person whose account is delinquent and the service address to be discontinued.
- 2) The rule or regulation that was violated or the amount of the delinquent bill.
- 3) The effective date of the notice and the date on or after which service is to be discontinued.
- 4) Big Horn's specific address and telephone number for information regarding how to avoid service discontinuation.
- 5) The names of agencies or organizations that have notified Big Horn that they render assistance to eligible persons who are unable to pay their Big Horn bills.
- 6) A statement advising the member how to contact the Commission if discontinuation is disputed.

For residential members, the notice shall inform the member that, if prior to the initial date for the discontinuation, the member provides Big Horn 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, Big Horn shall extend the date for discontinuation set forth in the notice by 15 days (22 days total) to allow for bill payment.

Big Horn 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 1st through April 30th.

Big Horn 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 Big Horn do so after member identification verification. Big Horn shall establish reasonable procedures to advise members, particularly any incapacitated members, that third-party notification does not create third-party liability for payment.

If the member defaults, Big Horn shall provide the discontinuation 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.

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Big Horn shall remove a guarantor when the member has received twelve (12) consecutive months of service with no cause for discontinuation, bills have been paid when due and the member passes an objective credit screen; the guarantor has paid all amounts due for service through the date Big Horn receives the request to terminate the guarantor agreement; or an additional agreement with Big Horn is in place.

Big Horn may discontinue service between 8:00 a.m. and 4:00 p.m., Monday through Friday, 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 Big Horn; or
- c. Big Horn is not satisfied the member has ceased violating Big Horn's rules and regulations.

Big Horn is able to reconnect meters any day and time of the week. The charges for reconnection during business hours and outside business hours are described on the attached Schedule of Fees and Allowances.

Big Horn shall not discontinue service for bill nonpayment:

- 1) On a legal holiday or the day before.
- 2) During the period from December 24 through January 2, inclusive.
- 3) On any day Big Horn cannot reconnect service.
- 4) If the member enters into an agreement with Big Horn for payment of the delinquent billing over a reasonable time and the member complies with the payment arrangements.
- 5) If the member owes Big Horn money due to a meter or other billing error and the member complies with the payment arrangements.
- 6) At a previous address for a different class of service.
- 7) Of non-utility service or merchandise.
- 8) 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.
- 9) If a Big Horn bill is in dispute and the member duly pays the Big Horn bill or bill portion that is not in dispute.
- 10) 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:
 - a. Unable to pay for service in accordance with Big Horn's billing requirements and is actively seeking government assistance or has exhausted such assistance; or
 - b. Able to pay for service in installments only.

Big Horn shall assist elderly and handicapped persons who are unable to pay their Big Horn bills with determining available government assistance.

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Jeff Umphlett
General Manager

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Big Horn may discontinue service to a member without advance notice for reasons of repairs or emergency operations; unsafe wiring and/or equipment; safety; health; cooperation with civil authorities; fraudulent use; tampering with or destroying Big Horn's service facilities; or a member's failure to comply with Big Horn's curtailment procedures during supply shortage.

Upon a member's or legally authorized person's request, Big Horn shall make reasonable efforts to terminate the member's service as requested. Before terminating service, Big Horn shall inform the member of any additional charges for after-hours service discontinuation. The business hours and after-hours discontinuation charge amount is described on the attached Schedule of Fees and Allowances.

SERVICE LIMITER ADAPTERS

A Service Limiter (SLA) 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. Capacity-rated limiters shall be a minimum size of 10 Amps with a maximum of 20 Amps.

If Big Horn chooses to install a SLA, service may be discontinued without further notification.

Notice of the installation shall be delivered to an adult or posted at the affected premises and shall include:

- 1) Member's name.
- 2) Date the SLA was installed.
- 3) Member operational instructions for the SLA.
- 4) Telephone number and address of Big Horn Rural Electric Company.
- 5) Warning that service may be discontinued without further notification.

RECONNECTION OF DISCONTINUED SERVICE

When service has been discontinued for violation of Big Horn's rules and regulations, nonpayment of bills or fraudulent use of service; and the member desires the service to be reconnected, Big Horn may require the member to correct and/or remedy any violation or fraud; to pay in full all bills due for service rendered up to the date service was discontinued; to pay the actual costs associated with the reconnect, including but not limited to labor and mileage fees; and/or make a deposit as specified in the Member Deposits section of Rules and Regulations. All charges relative to the reconnect, including any required deposit shall be paid by cash or acceptable credit card at the time of the reconnect. Big Horn may elect to accept a payment arrangement with the member. Upon satisfaction of reconnection

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BIG HORN RURAL ELECTRIC COMPANY
P.O. Box 270
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requirements, Big Horn shall restore service as soon as practicable. If a member requests reconnection of service on a weekend, on a holiday or outside the hours of 8:00 a.m. and 4:00 p.m. of a regular work day; Big Horn shall inform member of the additional charge for after-hours reconnection before Big Horn performs the reconnection. Big Horn shall not charge to reconnect service when discontinuation was improper.

When a request is made to reconnect a previously discontinued service that has not been discontinued for non-payment, fraud or violation of Big Horn's rules and regulations, a fee as described on the attached Schedule of Fees and Allowances will be charged.

The reconnection charge amounts are described on the attached Schedule of Fees and Allowances.

CHARGES FOR RETURNED CHECK

When a member's check issued as payment is charged back to Big Horn marked "insufficient funds", "inactive account", "account closed" or other reasons caused by the member and resulting in additional accounting processes, the returned payment will be added back to the member's account and a charge as described on the attached Schedule of Fees and Allowances for processing the returned check will be assessed.

PROVIDING CLEARANCE FOR OVERHEIGHT OBJECTS

In no case shall anyone other than authorized Big Horn employees or Big Horn's authorized agents remove, cut, raise or handle any of Big Horn's wires in connection with the moving and providing of clearance.

Big Horn shall be given no less than ten (10) days advance written notice when a house, structure, equipment or other large object is to be moved upon, across or along roadways, which Big Horn's electric lines cross or parallel. Such notice shall include the dimensions of the object being moved, (including the dimensions of the vehicle or trailer on which it is moved), the date and time it will be moved and the exact route over which it will be moved.

Upon receipt of advance notice, Big Horn will provide an estimate of the costs of material, direct labor costs, transportation and overhead costs associated with the move. Estimated costs shall be paid in full to Big Horn no later than one (1) business day prior to the move.

LIABILITY FOR DAMAGES TO BIG HORN'S PROPERTY

Under Wyoming law, a person or entity whose negligence or intentional acts cause damage to Big Horn's property may be liable to Big Horn for the amount of the actual damages sustained as determined by a court having jurisdiction. The damages covered by these provisions include, but are not limited to, the following:

- 1) All losses incurred for damage to or destruction of Big Horn's property or materials;
- 2) Loss of use of said line, equipment, and/or property.

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General Manager

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BYPASSING, TAMPERING, OR UNAUTHORIZED METERING

(a) In addition to any applicable criminal penalties, Big Horn may bring a civil action for damages against any person who:

(i) Commits, authorizes, solicits, aids, abets or attempts any act of bypassing, tampering, or unauthorized metering resulting in damages to the utility;

(ii) Knowingly receives utility service through bypassing, tampering or unauthorized metering.

(b) Any action brought under this section shall be commenced within three (3) years after the cause of action accrues.

(c) In any civil action brought under this section, the utility, upon proof of willful or intentional bypassing, tampering or unauthorized metering, may recover as damages two (2) times the amount of its actual damages plus all reasonable expenses incurred because of the bypassing, tampering or unauthorized metering, including expenses for investigation, discontinuation, reconnection, service calls, employees and equipment, expert witnesses, costs of the suit and reasonable attorney fees in accordance with W.S. 37-12-402.

MEMBER'S RESPONSIBILITIES FOR BIG HORN'S PROPERTY

Any member who damages or destroys Big Horn's property, whether by accident or otherwise, shall be responsible for and shall reimburse Big Horn for the reasonable cost of such damage or destruction.

MEMBER'S EQUIPMENT

Big Horn does not 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.

CONSEQUENTIAL DAMAGES

Big Horn shall not be liable for injury, loss or damage resulting from the supply or use of electricity or from the presence or operations of Big Horn's structures, equipment, wires, conduit, appliances or devices on the member's premises, unless such injury, loss or damage caused by Big Horn's negligence.

ATTACHMENTS TO BIG HORN'S FACILITIES

No attachments shall be made to Big Horn's poles or other equipment without Big Horn's prior permission. Attachments to Big Horn's poles and other equipment shall only be allowed after Big Horn approval and, if applicable, execution of special "joint use" contracts, specifying, but not limited to, schematic drawings of attachments(s), term of contract and fees. Certain attachments

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General Manager

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such as yard lights, enclosures and protective apparatus approved by Big Horn may be permitted without contracts or drawings.

Any attachment to Big Horn's poles or equipment shall conform to the standards and clearances of the National Electric Safety Code and Big Horn's rules and regulations and policies.

At any time without notice Big Horn and/or its authorized agents may remove any unauthorized attachment to Big Horn's poles and equipment. Upon discovery of an unauthorized attachment, the owner, if known, shall be notified and given ten (10) days to remove same. If the attachment is believed to cause an unsafe condition, the attachment will be removed by Big Horn and/or its authorized agents upon discovery.

An attachment removed by Big Horn and/or its authorized agents shall be held at Big Horn's offices, for ninety (90) days and may be reclaimed once payment is received for Big Horn's and/or its authorized agent's labor and overhead costs to remove the attachments. After ninety (90) days, unclaimed attachments shall become the property of Big Horn.

BIG HORN EQUIPMENT AND FACILITIES

No member shall remove or tamper with Big Horn's property, nor shall the member permit anyone who is not an agent of Big Horn to remove or tamper with Big Horn's property.

USE OF METER

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

Big Horn shall install and maintain at its own expense all equipment necessary to regulate and measure the commodity delivered for billing.

Upon a member's request, Big Horn may install and maintain additional metering at the member's expense.

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

METER LOCATION

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

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 Big Horn. Under no circumstances shall any meter be removed or relocated except by authorized Big Horn personnel.

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General Manager

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THE PUBLIC SERVICE COMMISSION OF WYOMING

BIG HORN RURAL ELECTRIC COMPANY
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Big Horn will furnish appropriate metering at the point of connection to the member. The member shall provide and maintain, without cost to Big Horn, a suitable location accessible for metering and installation of equipment required to provide service. Big Horn 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.

FRAUDULENT USE OF ELECTRICITY, METER TAMPERING AND BREAKING OF METER SEALS

- 1) Big Horn installs two seals at each meter to prevent access to the internal mechanism of the meter and at the point the meter is attached to the meter base. Only Big Horn is authorized to break either seal.
- 2) No member shall [a] break a meter seal, except in an emergency, [b] remove a meter, [c] tamper with wiring or metering equipment, [d] jumper metering equipment or service wiring or [e] use electricity from Big Horn's system in any fraudulent manner.
- 3) In the event Big Horn discovers fraudulent use of electricity, breaking of meter seals by anyone other than Big Horn personnel, removal of meters, tampering with metering equipment, jumpering of metering equipment or service wiring, Big Horn shall have the right to discontinue service without notice to the member. When service is discontinued for any of the reasons set out in 2) above, service will not be restored until such member has paid [1] the reconnect charges; [2] the calculated bill for electricity fraudulently consumed; [3] for any damage to the meter, metering equipment or other Big Horn facilities; [4] and any applicable deposit. In addition, service will not be restored until all necessary or required changes have been made in the member's wiring to eliminate unsafe conditions or fraudulent installations, or at such time as the Wyoming Public Service Commission orders the service reconnected.

METERING AND METER TESTING

- 1) Big Horn shall provide, install, own, maintain, and operate generally recognized and approved standard type meters for measurement of electrical energy to its members in accordance with its rules and regulations and with its *Meter Testing Program* on file with the Wyoming Public Service Commission as Docket No. 10019-64-CA-16.
- 2) Inaccurate, improper or non-certified meters, including those for which accuracy has been established, shall not be placed in service or allowed to remain in service. Meters that register upon zero load are considered inaccurate. New meters and serviced meters shall be in good repair and adjusted as closely as practicable to zero. All meters shall conform to ANSI as applicable.
- 3) All service meters shall clearly indicate the units of measurement for which the member is charged. If Big Horn invoices the member in a different unit of measurement than the service

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meter indicates, the conversion factor shall be stated on the member bill. Metering in the following units is required: kWh, kW or kVar depending on service requirements.

- 4) Big Horn shall use the current national ANSI C12 standard to test or cause to be tested, all meters installed on member's premises in accordance with the following schedules:

Single phase	-	All amperes	120 months
Polyphase	-	All amperes	60 months
Meters on circuits	-	Exceeding 500 volts or 200 ampere	24 months

MEMBER REQUESTS FOR TESTS OF METER ACCURACY

If the member requests a test of accuracy of Big Horn's meter used on the member's premises, the following provisions shall apply:

- a. If the meter has not been tested within twelve (12) months, Big Horn shall perform the test within a reasonable time without charge to the member. Big Horn shall notify the member of the time when Big Horn will conduct the test so the member or member's representative may be present.
- b. If the meter has been tested within twelve (12) months, Big Horn shall notify the member of the cost to perform the test. Upon receipt of payment, Big Horn shall notify the member of the time when Big Horn will conduct the test so the member or member's representative may be present.
- c. Big Horn shall promptly advise the member of the test results.

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

The meter accuracy test charge amount is described on the attached Schedule of Fees and Allowances.

REFUND OF EXCESS CHARGES

In accordance with W.S. § 37-2-218, if Big Horn charged, collected or received any rate or rates in excess of the rates fixed in Big Horn's tariff, Big Horn shall immediately refund to the member the difference between the rates fixed in the tariff and the rates charged, collected or received.

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UNDERCHARGES FOR ELECTRICITY; COLLECTION PERMITTED; RESTRICTIONS

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

RESALE OF ELECTRIC POWER

The direct sale of Big Horn's commodity by a person without a certificate of public convenience and necessity is prohibited. A direct sale of Big Horn's commodity takes place if a person separately charges tenants or other persons for Big Horn's commodity. This rule does not apply to: 1) the provision of Big Horn's commodities in connection with the leasing or rental of facilities for less than 15 days' occupancy; or 2) otherwise exempt pursuant to W.S. § 37-1-101(a)(vi)(H).

ACCESS TO PREMISES

Authorized Big Horn personnel shall have access at all reasonable hours to member's premises for the purpose of inspecting wiring and apparatus, removing or replacing Big Horn property, reading meters, and all other purposes incident to supplying and maintenance of electric service. Big Horn shall have the right to clear its service connections and rights-of-way of any interfering tree, shrub or other obstruction and to require the member to clear and remove the interfering obstruction, at the member's expense.

IDLE SERVICES

A service shall be classified as idle after it has been inactive and produced no revenue for six (6) consecutive months or after the term of any service contract pertaining thereto is expired. Upon being classified as idle, a service is subject to being dismantled and removed from its location. If a request is subsequently made to provide service to the idle service location, the member or any subsequent member at that location, shall be required to pay all costs to reconnect and restore service and there will be no contributions in aid of construction by Big Horn.

CHANGES IN MEMBER ELECTRIC SERVICE

All equipment supplied by Big Horn for use by each member has a definite capacity. If a member shall add to the size of the member's electrical equipment or increase the electrical requirements, the member shall notify Big Horn, and Big Horn will make a determination if the

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transformer, meter and other related equipment are adequate to serve the increased load. The member shall pay the full cost associated with any additional service requirements.

A member failing to advise Big Horn of changes or increases to the member's service requirements in a timely manner assumes responsibility for any subsequent damage to the member's property, neighboring properties and to Big Horn's equipment. Based on the changes of member's electrical service, the member may be moved to the applicable rate class.

Failure to give such notice shall render the member liable for any damage to meters or accessories, transformers or wires of Big Horn caused by the additional or changed service load.

RELOCATION OF POWER FACILITIES

The expenses of relocation of Big Horn's existing power facilities shall be borne by the party making the request. An estimate of the costs of material, direct labor, transportation and overhead cost less current value of salvaged material will be provided to the party making the request for relocation.

Upon receipt of payment in full of the estimated costs for the relocation of facilities, the relocation will be scheduled. When construction is completed there will be a reconciliation with over-estimated costs refunded and payment required for under-estimated costs.

RECORDS

Big Horn shall maintain current records, either electronically or paper records, of:

- 1) The names/addresses of members with an identifying number for the meter or meters used by each member shall be retained for the last three (3) years.
- 2) All tested meters by [1] company meter number, [2] serial number, [3] manufacturer, [4] type and capacity, [5] date of purchase, [6] date of installation, [7] location and [8] results of tests - showing meter number, constants, date, kind of test, reading before and after test, error or percent of accuracy at each load, and sufficient data to verify all calculations shall be retained for the life of the meter.
- 3) Monthly power purchases and measured demands.
- 4) Maps and records showing the transmission/distribution facilities by location, voltage and conductor size, substations and switching facilities.
- 5) Records deemed by Big Horn to be obsolete shall be disposed of pursuant to Big Horn's records retention policy and schedule.

INSPECTION OF MEMBER'S ELECTRIC SERVICE

Big Horn shall have the right, but does not assume the duty, to inspect the member's electrical facilities from time to time, and to refuse to commence or continue service if an installation fails to meet National Electric Code or National Electric Safety Code requirements, is defective,

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hazardous, or for any other reason considered to be an unsafe operating condition. If during the inspection, Big Horn discovers that a member's installation fails to meet code requirements, is defective, hazardous, or for any other reason is considered to be an unsafe operating condition, including but not limited to objects, facilities or equipment blocking access to Big Horn's facilities, Big Horn may require the member to remedy said issue at member's expense. Failure to do so may result in service discontinuation with associated costs.

LOAD BALANCE

In every instance the member's wiring installation shall have a sufficient number of branch circuits and be so connected that the load on each side of the supply neutral conductor shall be as nearly equal as is practical.

GROUNDING

The member's wiring system shall be effectively grounded as required by the National Electrical Code and by means and methods specified therein. In particular, the neutral is to be grounded at the main service equipment or disconnect.

LOW POWER FACTOR EQUIPMENT

Should the member install any electrical device or devices creating a low power factor, Big Horn may require the member to provide at the member's expense, power factor corrective equipment which will maintain the power factor of each device at not less than ninety-five percent (95%). Charges for member's failure to correct the power factor will be calculated as set out in the detail sheets for each rate class.

At the member's expense, the member shall install power factor improvement devices (such as capacitors) on all motors of ten (10) horsepower or over.

Such corrective equipment should normally be installed in the circuit between the low power factor devices and the switch controlling the devices in such a manner that the corrective equipment will operate only when such devices are in operation.

MOTOR STARTING REQUIREMENTS

A single motor or a combination of motors capable of starting simultaneously that are equal to 20 horsepower or greater will be required to have properly installed and operating reduced voltage starting equipment, sometimes known as "soft starts". The purpose of such equipment is to limit the starting current and to reduce voltage fluctuations and maintain acceptable system voltage. All types of soft start, but variable frequency drive (vfd) motors in particular, must meet Institute of Electrical and Electronic Engineers (IEEE) Standard 519 for allowable harmonics levels (see below). For three phase 20 – 35 horsepower motors on single phase lines, an add-a-phase or

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rotoverter (rotophase) power converter may be used. All other types of motors when starting need to fall in a similar range with a starting current less than 3.75 times the full load current. All types of starters and motors must meet IEEE Standard 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems. Big Horn must be consulted on all motors above 5 horsepower to determine the permissible starting current requirements and system capacity availability.

The above requirements are for motors which start infrequently. In areas where frequent starting of motors will interfere with the electrical service of the member or other members, Big Horn reserves the right to limit locked rotor limits for starting motors to more stringent values.

Big Horn reserves the right to discontinue member's service until proper motor starting requirements are met.

INTERMITTENT, FLUCTUATING AND DISTURBING LOADS

Where computers, fluorescent lights, hoists, cranes, elevators, furnaces, variable speed motors, motors, welding machines, radio and x-ray equipment, compressors, or any other electrical equipment is operated in such a manner that it has a disturbing influence on Big Horn's service to the member and/or other members, draws a non-sinusoidal (harmonically distorted) load current, creates a voltage dip or fluctuation in excess of Big Horn's standards, or alters the correctness of metering of any service, Big Horn may require the member to install suitable equipment, at the member's expense, that will isolate or correct the disturbing effect to levels or limits acceptable to Big Horn. Furthermore, Big Horn will generally require any motor(s), equipment or any service that has 20 horsepower or greater demand requirements to have properly installed and operating reduced voltage starting equipment. Suitable equipment may be comprised of capacitors, reduce voltage starting equipment, and/or voltage compensating equipment.

Members shall comply with the Practices and Requirements for Harmonic Control in Electric Power Systems as set forth in the current Institute of Electrical and Electronic Engineers (IEEE) Standard 519. The values indicated by IEEE Standard 519 apply at the point where Big Horn's equipment interfaces with the member's equipment.

Big Horn reserves the right to discontinue member's service until proper power corrections are made.

MEMBER'S LIABILITY

The member assumes full responsibility for the electrical facilities upon the member's premises at and from the point of delivery thereof, and for the wires, apparatus, devices and appurtenances thereon used in connection with the service, and for the associated maintenance of said wires,

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apparatus, devices and appurtenances thereon.

The member shall indemnify, and hold Big Horn harmless against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with or growing out of the transmission or use of current by the member at or on the member's side of point of delivery and related to electrical facilities on member's premises.

LINE EXTENSION POLICY

PERMANENT SERVICE

When one or more applicants request retail electric service at premises not connected or previously not connected to Big Horn's distribution system and the proposed service is determined to be of a permanent nature and is not a development site, or mineral extraction, or a gas/oil related service, Big Horn will connect the applicant(s) to the system under the provisions of this line extension policy.

Big Horn's plant investment per member shall not exceed the amount as described on the attached Schedule of Fees and Allowances.

- 1) Big Horn, at no cost to the member, shall estimate the cost to extend Big Horn's service (including current costs of material, labor and overhead) generally no more than twice per twelve (12) month period. An estimate of the cost to extend service will be applicable only for two (2) months from the date it was prepared.
- 2) The dollar amount of the total construction cost in excess of Big Horn's investment will be paid by the applicant as a contribution prior to the commencement of construction.
- 3) Upon completion of the service extension the estimated cost and actual cost will be reconciled and a refund will be made if the estimate was greater than the actual cost or the member will be billed if the estimate was less than the actual cost.
- 4) Should unusual or extraordinary conditions be encountered during construction that would cause the estimate to become invalid or inaccurate, the member will be promptly notified of additional costs and Big Horn shall obtain member approval before continuing construction.
- 5) In the event an extension of facilities will serve two or more applicants, the required contribution will be apportioned among the applicants in proportions mutually agreed upon by the applicants and Big Horn.
- 6) If within five (5) years from the date an extension to a service(s) was first completed and energized, another service is attached thereto, the original contributor(s) will be refunded a pro rata share of their original cost of service.

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PLANNED DEVELOPMENT SITES

The developer of development sites (which includes, but is not limited to a subdivision, trailer park or any other type), shall pay in advance the cost of a backbone system, including all primary distribution lines, transformers, protective equipment, right-of-way acquisition and engineering costs, prior to commencing construction. These charges will not include costs for extending service from the lot line to the ultimate member, nor will it include costs for installation of metering facilities. There shall be no investment by Big Horn to either the developer or the ultimate end use/member for service in a planned development site.

MINERAL EXTRACTION

For extension of Big Horn's facilities to services for mineral extraction, including oil and gas, the applicant(s) will pay in advance of construction an amount equal to the cost of the construction of facilities and commit to and execute a contract to contribute no less than the minimum monthly payment under the applicable tariff for a five (5) year period.

If the applicant is unwilling to execute a five (5) year contract, Big Horn will require an upfront payment of the costs of retirement less credit for salvage of materials (except poles and anchors).

FRANCHISE SURCHARGES

The monthly charge for electric service as determined from Big Horn's applicable electric rate schedules or tariffs shall be increased to each member receiving service within a municipality wherein Big Horn pays franchise fees by the franchise fee percentage and/or amount as set forth in the franchise agreement between Big Horn and the municipality.

REPORTABLE INCIDENTS AND SERVICE INTERRUPTION REPORTING PLAN
GENERAL STATEMENT

In compliance with the Wyoming Public Service Commission's Rules, Big Horn Rural Electric Company (Cooperative) has developed and submitted a *Service Interruption Reporting Plan* filed as Docket No. 10019-63-CA-16.

INTERCONNECTION PROJECT

Big Horn has a mission to provide safe, reliable, and competitively-priced electric energy to our member/owners. Further, Big Horn states that any proposed owner, operator, customer, member, producer, or provider of a generating facility/qualifying facility that is to be interconnected with the utility's system, shall be responsible for all costs relative to the proposed interconnection project. Said costs shall include labor, expenses, overheads and other related costs for such things as: review of application; feasibility study; consultant costs to review/monitor proposed project; costs incurred by Big Horn's wholesale power supplier for evaluation; system upgrade; meter and metering costs; attorney fees; testing of interconnection; etc. An interconnection

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customer is any entity that proposes to interconnect its generating facilities with Big Horn's Transmission and/or Distribution System.

Payment for all estimated costs relative to the proposed interconnection project shall be the responsibility of the interconnection customer. An Interconnection Project Application Fee as described on attached Schedule of Fees shall be paid by the customer upon submittal of the interconnection application – *Application for Operation of Customer-Owned Generation* and submittal of the *Interconnection Agreement*. Upon Big Horn receiving a fully completed and accurate *Application for Operation of Customer-Owner Generation* and *Interconnection Agreement*, Big Horn will make reasonable efforts to process and analyze the interconnection application and project within ninety (90) days of receiving said application and necessary related items. The estimated costs shall be paid prior to Big Horn incurring costs for review, analysis, or other costs relative to the proposed project. Upon completion of the project or termination of the project, the estimated cost and actual cost will be reconciled and a refund will be made within thirty days of reconciliation if the estimate was greater than the actual cost. If the estimate is less than the actual costs, then a bill will be provided to the customer who shall be responsible to pay the difference to Big Horn within thirty (30) days of bill being provided. Cost estimates will be valid for forty five (45) days.

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