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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.

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:

1. **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).
2. **Active Service:** A service (either permanent or temporary) to which the Cooperative is currently delivering electric energy to a member.
3. **Security Deposit:** A sum of money given to the Cooperative as security for the payment of amounts due the Cooperative.
4. **Applicant:** A person who requests electric service or the extension of electric utility facilities.
5. **Facility Charge:** A charge, in accordance with rate schedules imposed by the Cooperative, to recover expenses attributable to each active service.
6. **Billing Period:** The interval between successive meter reading dates, as established by the Cooperative.
7. **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.
8. **Construction Cost:** The cost of constructing a line extension, relocation and/or removal of distribution facility.
9. **Contribution-in-Aid of Construction (CIAC):** The applicants 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.
10. **Demand:** The maximum rate of delivery of electric energy during a month, measured in average kilowatts (KW) registered over a 15-minute period by a demand meter.
11. **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.

12. End Use: The member's ultimate use of electricity.
13. 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 making 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.
14. 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.
15. 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 basic charge is being paid.
16. 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 basic charge is being paid.
17. 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.
18. Kilovolt ampere Reactive-Hour (KVARH): A unit used to measure the amount of reactive energy. One KVARH is equivalent to one KVAR for a period of one hour.
19. 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.
20. 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.
21. 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.
22. Line Retention Only Service: Any electric service point or line which may or may not be capable of delivering energy, but for which a monthly service charge (line retention fee) is being paid.
23. 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.
24. Member: Any individual, firm, partnership, association, corporation, governmental agency, or organization who has satisfied the terms of membership according to the by-laws.
25. 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.
26. 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.
27. 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.

28. 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.
29. Permanent Service Location: A point on the Cooperative's system to which permanent service equipment has been installed.
30. Person: An individual, a partnership, association, corporation, or governmental body or agency, and their heirs, successors and assigns.
31. 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.
32. 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 kilovolt 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.
33. Primary Service: Service of primary voltage.
34. Primary Voltage: The voltage at the high voltage side of a distribution transformer.
35. 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.
36. 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.
37. Secondary Service: Service of secondary voltage.
38. Secondary Voltage: The voltage at the low voltage side of a distribution transformer.
39. Area Light: An unmetred exterior light fixture installed and maintained by the Cooperative.
40. 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.
41. 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.
42. Service Interrupter: a device that is installed in the meter socket that will interrupt electric service for a predetermined period of time, whereby it will then restore electric service automatically.
43. Service Structure: The structure to which electric service is delivered, including a pole or pedestal.
44. Standard Voltage: The voltages specified in Section II, Paragraph A.
45. Subdivision: A tract or parcel of land divided into two or more lots, sites, or other divisions.

46. **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.
47. **Temporary Service:** Consumer 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.
48. **Temporary Service Location:** A point on the system of the Cooperative to which temporary service equipment has been installed.

D. Revision of Rules and Regulations

Revision, additions, or deletions to these Rules and Regulations is accomplished only by an action of the Beartooth Electric Cooperative Board of Directors and the review and approval by the Wyoming Public Service Commission. These Rules and Regulations cancel and supersede all previous Rules and Regulations.

E. 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.

F. 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. However, because of limited seating available those wishing to address the board must follow Policy V-A-1.

G. Member Complaints and Disputes

1. **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 will 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 Directors at any regularly scheduled Board Meeting, or in the case where the member resides in Wyoming, they may file a formal or informal complaint with the Wyoming Public Service Commission pursuant to Commission Rule Section 114.
2. **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 will be adjusted accordingly.

SECTION II - TYPES OF SERVICE

A. Electric Service

1. 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.
2. 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:
 - a) Single-phase, 120/240 volt, three-wire standard lighting and power service in 100, 200, 400 ampere capacity.
 - b) Three-phase, 277/480 volts four-wire grounded wye of capacity to meet member requirements.
 - c) Three-phase, 120/208 volts four-wire grounded wye of capacity to meet member requirements.
 - d) Three-phase, 120/240 volts four-wire delta of capacity to meet member requirements.
 - e) Three-phase, 240 or 480 volts, three wire delta of capacity to meet member requirements.
 - f) Service other than standard secondary voltages may be provided by special request to the Cooperative. It will 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 this requirement based on the Engineers study.

C. Permanent Service

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

D. Temporary Service

1. Duration of Temporary Service. Temporary service will 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.
2. 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.

3. Billing and Security Deposits. The applicant shall meet the security deposit and billing requirements set out in Section VIII - Schedule of Fees and Charges.
4. 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 Section VIII - Schedule of Fees and Charges.

E. Non-Standard Service

The member will pay the cost of any special installations necessary to meet particular requirements for service at other than standard voltages. The Cooperative will provide service under the standard rules and regulations of the Cooperative.

SECTION III - SERVICE CONNECTIONS

A. Application for Service and/or New Line Extension

1. General Requirements. 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.
2. 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 its discretion.
3. Information Required from Each Applicant. The Cooperative will request from each new applicant for service the following minimum information.
 - a) Name of applicant(s).
 - b) Service address or location and telephone number.
 - c) Billing address and telephone number.
 - d) Social Security or tax ID number (Optional – if refused, some other form of identification is required, per Section III (A) (2)).
 - e) Present employer(s) and phone numbers (Optional).
 - f) Applicant signature (s).
 - g) Signed membership application.
4. Additional Information. In addition to the information required by paragraph A (3) of this section, the member shall provide such other information as may be reasonably required by the Cooperative.
5. Applicant Responsibility for Service Entrance Equipment. The Cooperative will 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 will be responsible for all actual charges associated with additional trips.
6. Service Connection Time to Existing Facilities. The Cooperative will 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 service if any of the following conditions exist:

1. 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;
2. An applicant has a past due outstanding amount due to the Cooperative for electric utility service and has not made arrangements acceptable to the Cooperative for payment of the outstanding balance;
3. A condition exists or would exist upon connection of service at the service premises which the Cooperative believes is unsafe or hazardous to an applicant, a member of the public, the Cooperative's personnel or facilities, or the integrity of the Cooperatives energy delivery system;
4. 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.
5. An applicant refuses to furnish funds, services, equipment or rights-of-way which have been specified by the Cooperative in its by-laws, Rules and Regulations, or other Policy, as a necessary condition;
6. An applicant refuses to furnish an easement providing a suitable right-of-way for distribution lines needed to reach the applicant's premises;
7. The applicant refuses or fails to become a member of the Cooperative by their refusal or failure to provide a signed membership application.

C. Security Deposits

1. *The Cooperative will require deposits in the following situations:*
 - a. The customer or applicant has an outstanding prior service account with the Cooperative that, at the time of application for service, remains unpaid and not in dispute;
 - b. The customer's or applicant's service from the Cooperative has been terminated for one or more of the following reasons:
 1. Nonpayment of any undisputed delinquent bill;
 2. Failure to reimburse the company for damages due to negligent or intentional acts of the customer;
 3. Obtaining, diverting, or using service without the authorization or knowledge of the utility.
 - c. Information provided by the applicant upon application for service is materially false or materially misrepresented;
 - d. The applicant is applying for service for the first time with the Cooperative;
 - e. The applicant did not have service with the Cooperative for a period of at least twelve (12) consecutive months during the last four years;
 - f. The applicant requests service at a location where a former customer who has a past due balance for service still resides or conducts business;
 - g. The applicant for service, or customer, has sought any form of debt relief under the Federal

Bankruptcy Law, has been brought within the jurisdiction of the bankruptcy court or has had a receiver appointed in a state court proceeding within the five (5) year period immediately preceding the request for service, then a deposit may be demanded as allowed by the Federal Bankruptcy Act of 1978, as amended, or as directed by the state court; or

- h. Any other factor having a realistic bearing on the customer's financial dependability.

2. *Deposit Amount Required*

- a. The required deposit shall not exceed the amount of an applicant's average estimated bill for ninety (90) days of service. The Cooperative shall not require a deposit as a condition of new or continued electric service based upon property ownership or location, income level, source of income, employment tenure, nature of occupation, race, creed, sex, age, national origin, marital status, or number of dependents.

3. *Interest on Deposits*

- a. Simple Interest will be paid by the Cooperative on customer deposits at the rate assigned by the Wyoming Public Service Commission to all Wyoming customers. Interest will only be applied on deposits held for at least six (6) months. Interest on customer deposits shall be calculated upon return of the deposit, for the time the deposit is held by the Cooperative.

4. *Return of Deposits*

- a. A customer deposit shall be returned after a customer has demonstrated creditworthiness. Creditworthiness is established when a customer has received twelve (12) consecutive months of service, there has been no cause to disconnect, and bills have been paid by the payment due date.
- b. The returned deposit may be either applied to the customer's electric account or paid by check to the customer.
- c. If a customer has not established creditworthiness, upon final discontinuance of service the Cooperative shall refund to the customer any amount held as a deposit plus applicable interest. If at the time of discontinuance of service the customer is indebted to the Cooperative, the deposit and applicable interest may be applied on the account due, and a refund made of the balance due the customer.

D. **Connect Fees**

- 1. Initial Connect. The Cooperative does not charge a connect fee the first time a service is put into a member's name.
- 2. Re-connects. If a member disconnects a service, or is disconnected for non-pay, and then reconnects at the same location, they will pay a reconnect charge as shown in Section VIII – Fees and Charges.

E. Disconnect and Reconnect

1. *Service will be disconnected immediately and without notice for the following reasons:*
 - a. diversion of electric current;
 - b. discovery of a condition determined by the Cooperative to be hazardous; and/or
 - c. in the event of unauthorized use.

2. *Electric service disconnection for any of the reasons in Section III (E)(1) above will be reconnected under the following conditions:*
 - a. correction of violation;
 - b. payment for any unmetered current, if applicable;
 - c. payment of reconnection fees by cash or certified check; and/or
 - d. Member must agree to comply with reasonable requirements to protect Cooperative against further violation.

3. *Service may be disconnected upon seven (7) days written notice to residential customers and three (3) days written notice to commercial/industrial customers for the following reasons:*
 - a. for violation of and/or noncompliance with any applicable Federal, State or other local laws, regulations and codes;
 - b. for noncompliance with Bylaws, policies, and these Rules and Regulations of the Cooperative; and/or
 - c. discovery of meter tampering.

4. *Electric service disconnected for reasons in Section III (E)(3) will be reconnected upon correction of violations under the same conditions as if Member had requested disconnection.*

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, will be charged actual time and materials.

G. Customer Requested Reconnect and/or Disconnect

1. Members/consumers requesting to have meters installed/reconnected, after same had previously requested service be disconnected, will be charged as indicated in Section VIII – 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/consumers who permanently disconnect service will not be assessed a disconnect fee.

2. Members/consumers requesting to have meters disconnected, with full intention to reconnect at a later date, will be charged as indicated in Section VIII – Fees and Charges, to disconnect service when the disconnect occurs during normal business hours, Monday through Friday, 8:00 AM through 3:00 PM, excluding holidays.

H. Membership

1. Membership Requirements. Since the Cooperative is a non-profit, member-owned cooperative corporation, membership in the Cooperative is a necessary prerequisite to receiving service. Membership requirements are outlined in Article 1 of the Cooperative Bylaws.
2. Transfer of Membership. A membership may be converted to a joint membership and vice versa per Article 1, Section 4 of the Cooperative Bylaws.

In accordance with a recent change in Beartooth Electric Cooperative's bylaws the former section #2 has been deleted as a signed membership application is no longer required. This change facilitates on-line membership applications and improves customer service.

I. Determination of Class of Service

The facility size and/or the intended use of electricity will determine the class of service and rate schedule for any service as described in the Cooperative rate schedules. If a service does not clearly fall into one of the categories, the Cooperative will decide which class of service and rate schedule apply. Services which have an installed capacity of 750 kVA or greater may be considered for service by an electric service agreement.

J. Metering Electricity Use

1. 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 will be determined under the following provisions:
 - a) Energy Use (KWH) - Meters designed to quantitatively determine energy use measured in kilowatt hours will be installed, calibrated and monitored by the Cooperative on all services except where:
 - (1) Provided by any special contract approved by the Cooperative.
 - (2) Service is temporary and metering would be impractical. Energy usage would then be estimated and billed accordingly.
2. The Cooperative reserves the right to determine applicability of the above exceptions.
3. Energy Demand (KW) - For Rate Schedules C and DW, provision for measuring and billing monthly non-coincident demands is required. Meters designed to indicate or record the highest average 30-minute demand in the billing period will be installed, calibrated, monitored, and read by the Cooperative on all services according to rate schedule requirements.

K. Connection of Service

1. Authorization. Connection will 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.
2. Service Entrance. All service entrances must conform to RUS, local, state, and national electrical code specifications.

L. Cooperative and Member Responsibility for Service Equipment

The Cooperative requires the member to provide the metering equipment necessary for three-phase installations, and will connect the member's conductors with the Cooperative's transformer. The member will be required to supply necessary electrical service entrance equipment for single-phase services.

M. Wiring and Equipment Standards

1. It is the member's responsibility to install and maintain all wiring and equipment beyond the agreed point of delivery. If instrument transformers supplied by the Cooperative are required, the member may be required to provide the necessary space for mounting these devices as specified by the Cooperative. The Cooperative may furnish meter sockets for instrument rated metering. The Cooperative will install and maintain meters and special monitoring equipment as needed. 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.
2. All wiring shall comply with local, state and national electric code standards. The Cooperative is not, in any way, liable for any damage or accidents to the member or third parties due to contact with, or failure of, member-owned installations. Information concerning minimum wiring requirements necessary to meet local, state and national electric standards codes for member service entrance installations is not available from the Cooperative. Each applicant for service will be responsible for installing all inside wiring including the service entrance.
3. The member's service conductor extending underground from the load side of the meter socket must be sized appropriately to the means of disconnect.

N. Service for Multi-Occupant Buildings

1. Apartments or Condominiums. Service will be supplied to only one location for each building. All metering and service entrance equipment will be located at this point. Each separate residential unit within the building will be metered separately. Master metering will be permitted based on the discretion of the Cooperative. Laundry, furnaces and other common or joint-use equipment will be metered and charged according to appropriate rate schedules.
2. Motel and Hotel. Service will be supplied to only one location for each building. All metering and service entrance equipment will be located at this point.
3. Townhouses. Service for townhouses can be supplied under the provisions of Section III (N)(1). Alternatively, service for townhouses can be supplied to individual units if these properties are individually platted. However, an approved and recorded plat must be on file before service can be constructed.
4. Commercial and Office Buildings. Service for commercial or office buildings will be supplied to only one location for each commercial or office building. All metering and service entrance equipment will be located at this point.
5. Main Disconnect Locations. A main disconnect may be required at the metering point, normally on the outside of the structure. The Cooperative reserves the right of final determination of whether a disconnect will be required on the outside of the structure.
6. Single-Phase/Three-Phase Limitations. Based on load requirements, the Cooperative reserves the right to limit single-phase distribution service at any one location to less than 100KVA transformer capacity. Installations of greater than 100KVA may require three-phase distribution.

O. Service for Mobile Home Courts

New Services. New Mobile Home Courts will be connected as provided in Section IV, Paragraph G.

P. Service for R.V. Parks

All R.V. Parks will be master-metered when the park is owned by one person or represented by an association. Where each lot is owned outright and is not represented by an association, it will be individually metered and will be connected as provided in Section IV, Paragraph H.

Q. Notice of Trouble

All members are encouraged to contact the Cooperative whenever service is interrupted or service is unsatisfactory. Members outside the local exchange may call our toll-free number (800) 472-9821. Members in Carbon County may call 406-446-2310. Members should notify the Cooperative whenever defects, trouble, accidents, or potentially hazardous conditions are observed. This prompt notification of trouble will allow the Cooperative to continue to provide reliable service for all members. The Cooperative maintains a twenty-four hour a day, seven day a week service to respond to any type of system trouble.

R. 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 will 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 will 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 will be charged for the representative's visit to the member's service location (see Section VIII - Schedule of Fees and Charges).

SECTION IV - LINE EXTENSIONS

A. Standard Line Extensions

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

B. Cost Considerations

The Cooperative will 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 will vary according to the following criteria:

1. Length of the line extension determined by the distance from adequate existing Cooperative facilities to the indicated service location.
2. Whether construction calls for single-phase or three-phase service.
3. Materials and associated facilities required to adequately serve anticipated loads and voltages.
4. Methods of construction required due to terrain, accessibility or weather conditions.
5. Whether a service is temporary or permanent.
6. Whether the line extension requires primary line extension, secondary line extension, or both.
7. Whether the requested service design requires overhead construction, underground construction, or both.
8. Load and voltage requirements at the requested service.
9. 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. Criteria considered when determining if a facility will be permanent revenue producing are 1) for homes that require a perimeter foundation these improvements include a perimeter foundation and well/water system; 2) for homes that do not require a perimeter foundation these improvements shall include a well/water system and a septic system.
10. All costs associated with obtaining and clearing of the right-of-way required for the line extension is the sole responsibility of the member. All right-of-way is to be cleared such that it meets RUS specifications. The Cooperative will work with the member to establish a right-of-way corridor, however the final determination of the corridor location will be made by the Cooperative. The Cooperative does not pay Cooperative members for right-of-way easements.
11. Metering facilities required for either primary or secondary service.
12. All associated fees and permits will be paid in advance by the member, e.g., bond, cultural resource, township, state, local, etc.

C. General Line Extension Provisions

1. The Cooperative reserves the right to refuse service to any load or location determined to be detrimental to the existing Cooperative's system.
2. Applications for service and line extension agreements must be signed by the legal property owner or the lessee of state, federal or municipal property. Lessee/Renters on private property may sign only

with the consent of owner in writing. Proof of ownership including a Title Report or Warranty Deed may be required of any applicant prior to the Cooperative accepting an easement for construction.

3. Line extension agreements may be assumed by another consumer providing that the consumer 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.
4. 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 consumer provides the service conductor from the transformer lug with metering done at an agreed location. When this exception is exercised, the facilities constructed will be in accordance with the Cooperative's specifications.
5. If more than one applicant (group) requests service on the same line extension, a cost quote will be provided to the group showing the amount of contribution-in-aid-of-construction that is to be shared by that group. It is the responsibility of the group to determine each participant's share of the contribution-in-aid-of-construction.
6. In cases where line extensions cross federal, state, municipal or native lands, the applicant will be liable for fees associated with securing permits/easements/etc. required by said agencies.
7. The applicant is strongly encouraged to make initial contact with the landowner of property to be crossed with a new line extension. The Cooperative will provide assistance in securing a signed easement for installation and maintenance of the extension.
8. Docks, marinas and other marine structures will be served from a shore-based delivery point only. No Cooperative facilities will be mounted on marine type structures.

D. Field Survey

At the time a cost quote is requested, that requires field engineering work, a non-refundable field survey fee will be required. When the extension is constructed the fee will be applied toward the "contribution-in-aid of-construction" (CIAC) or credited toward any balance due the Cooperative, should no CIAC be required. Quotes are good for one construction season only. Survey fees will be credited toward the amount due only if construction is completed in the 24 months following survey fee payment.

E. Line Extension Quote

The Cooperative quote for line extension costs will be based on standard costs for specific units used on the extension. Costs are derived by analyzing previous year construction costs and adding any anticipated increases in the current year. Costs will vary based on the physical characteristics of the extension as detailed in this section. For non-standard construction, the quotes will reflect extraordinary costs for materials.

F. Temporary Line Extensions

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

G. Mobile Home Court Extensions

All facilities installed in Mobile Home Courts will require a contribution-in-aid-of-construction prior to commencement of construction. 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. RV Park Extensions

All facilities installed in RV Parks will require a contribution-in-aid-of-construction of total cost prior to construction.

I. Meter Location

1. Meter installations must be located on the property being serviced. Final determination of meter location is the decision of the Cooperative.
2. Prohibited Meter Locations. Meter loops will not be attached to any mobile home or temporary structure in the Cooperative's service area. EXCEPTION: for mobile homes constructed similar to conventional frame house, meter loop may be attached to mobile home if installed during mobile home construction at the factory. Meter loops may be field installed on mobile home if structure sits on perimeter foundation.

J. 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 will be required to provide equipment for attaching the Cooperative's conductors to building surfaces with adequate strength to support the Cooperative's conductors.

K. Backbone Line

1. 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.
2. When installing a backbone in a subdivision, the developer must pay 100% of the facility cost in advance.
3. The Cooperative may build backbone line to a large commercial or industrial load in return for a guaranteed revenue contract.

L. Contractual Guarantee of Revenue

The Cooperative may require a contractual guarantee of sufficient revenues in order to obtain assurances that the Cooperative will be reimbursed for all expenses and margins associated with services involving the construction of large or specially designed installations or services requiring special or unconventional construction techniques, or where the cost of construction of a line extension exceeds the system average. Such guarantees may be provided for under an agreement for purchase of power or other special contract.

M. Service Upgrades/Downgrades

1. If a member requests an upgrade in service to accommodate additional load requirements, the Cooperative may construct the upgrade at no cost except when the upgrade is made within 24

months of construction of the existing service. EXCEPTION: if dwelling is under different ownership or the Cooperative Engineer determines it is justified and necessary.

2. If a Mobile Home Court requests an upgrade in service to accommodate additional load requirements, the Cooperative will require the cost of the upgrade be paid in advance.
3. If an RV Park requests an upgrade in service to accommodate additional load requirements, the Cooperative will require that 100% of the cost of upgrade be paid in advance.
4. Consumer requested downgrades to installed transformer capacity will be considered on a case by case basis as long as there is no special service agreement in place. An engineering review will be required to determine the appropriate transformer capacity needed. The Cooperative, at its discretion, may remove existing transformers and replace them with the newly determined sized units. If the existing transformers are left in place, the installed transformer capacity for billing purposes will reflect the capacity determined by the engineering review. Should the Cooperative choose to leave existing transformers in place and the consumer's monthly billing demand exceeds the transformer capacity twice in a twelve month period, the installed transformer capacity for billing will be adjusted upward. If the consumer requesting downgrade at any time in the future requests an upgrade in capacity they may be required to pay 100% of the upgrade.

N. Member Requested Facility Changes

1. Any member requesting changes to existing Cooperative facilities, for other than perhaps service upgrades, will pay the full costs of construction as a contribution-in-aid-of-construction.
2. If a member requests changes to existing Cooperative facilities, and that change will also benefit the Cooperative, then the Cooperative may share the cost of that change with the member, as determined by the Cooperative.

O. 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 will be refunded, or deficiency paid. In addition, the member will be required to pay costs associated with making the conversion from temporary to permanent, independent of any refund. Except as noted herein, other temporary installations are not eligible for conversion or refund.

SECTION V - ENGINEERING PROVISIONS AND 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 knowingly and continuously restricts reasonable access to the Cooperative facilities, in any manner, the member will be responsible for payment of all resulting costs incurred by the Cooperative. Where access is so restricted, the Cooperative may terminate service after ten (10) days, in accordance with Section VII.

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 will not be responsible for any unauthorized attachment to Cooperative property.

C. Unauthorized Usage

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

1. 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;
2. 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. Unauthorized Tampering with Cooperative Property

1. Liability for Actual Damages. A person, whose negligence results in damages to Cooperative property, shall be civilly liable 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:
 - a) Damages property or materials belonging to the Cooperative.
 - b) Interferes with the use of a Cooperative line, or obstructs or postpones the distribution of service over a Cooperative line;
 - c) Procures or advises a third party to do damage to any Cooperative line.
 - d) Interferes with or alters a meter or other device for the measuring of service from the Cooperative, or
 - e) Without the permission of the Cooperative takes service from Cooperative or taps a wire or line used for the distribution of service or procures or advises this to be done.
2. Liability for Punitive Damages. A person who intentionally or through gross negligence inflicts damage upon the property of the Cooperative shall, in addition to liability for actual damages, be liable for punitive damages.

3. Liability for Treble Damages. A person, who receives utility services for his own benefit or that of another by means of: by-passing the meter; tampering with the meter; or, by any other means which preclude the utility services provided from being metered, shall be liable to the Cooperative for a sum up to three times the reasonable value of the services provided plus up to three times the costs of: reasonable attorney's fees; expert witness fees; and, other costs that may be incurred by the Cooperative in bringing a civil action.

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's 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 will 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 will be required to install power factor correction equipment such that a power factor of 95% 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 disconnect service, under Section VII, 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

The member is responsible for overload, short circuit, and phase failure protection of the member's own sensitive electronic equipment. Certain protective devices considered necessary for adequate motor protection are recommended hereunder:

1. Line Starting Protection. Any motor which, in starting, might be damaged by the full line voltage requires some type of protective device to disconnect it from the line during interruptions in service, thus protecting the motor when service is restored. The Cooperative further recommends that such a device be equipped with a time delay mechanism so that the motor will not be disconnected by momentary fluctuations in voltage which can damage it.
2. Overload Protection. Since the intense heat caused by overload might seriously damage the motor, the member should install a device that will disconnect the motor if overload occurs. Fuses, thermal relays or circuit breakers, which are specifically designed to operate when excessive current occurs, are the devices used for this purpose. Where the member receives three-phase service, the Cooperative suggests that such protective devices be connected to all phases.
3. Single-Phasing Protection. Where the member receives three-phase service, a relay should be installed which will disconnect the motor from the lines in the event one phase of the line becomes open.

4. Reverse-Phasing Protection. For three-phase installations of electric cranes, hoists, elevators, pumps and the like, the member should install relays which will disconnect the motor from the line in the event of accidental phase reversal.
5. Single-Phase Surge Protection. Where a member has electronic equipment such as computer-related hardware, they are strongly encouraged to install protection for that equipment.

I. Interruption of Service

1. Cooperative Liability. The Cooperative will 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 sole negligence of the Cooperative.
2. 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 will make efforts, where practicable, to give advance public notice and schedule such interruptions to be as short as possible and at times of least inconvenience.
3. 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 in any way 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

1. Renewal Energy Generation.
 - a) The Cooperative will 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.
 - b) 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 will provide the member, within forty-five (45) days of the initial request, written notice of refusal.

- c) Interconnected member-owned renewable energy generation systems of 25 kW or less will be net metered, consistent with Wyoming Statute §37-16-101 et.seq. with regard to Net Metering.
 - d) If an unauthorized interconnect is found, the Cooperative will immediately terminate service, as per Section VII of these Rules and Regulations.
2. Safety Standards for interconnection to qualified co-generators and small power producers.
- a) The member/owner's system shall meet all safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronic Engineers (IEEE), and Underwriter Laboratories (UL).
 - b) Although the Cooperative does not require a "visible" means of disconnect when interconnecting with a consumer generator, it is strongly encouraged. The Cooperative does require the consumer generating equipment to have an "automatic means of disconnecting" from the grid upon loss of grid power.
 - c) The Cooperative will not interconnect with consumer generation that does not provide over-current protection of adequate interrupting capacity and design, in conformance with the Cooperative's over-current practices for similar feeders and loads, for the feeder serving as the intertie to the Cooperative's system. Automatic reclosing by the consumer generator is prohibited unless the facility has received prior approval from the Cooperative as not posing a threat to life or property.
 - d) The Cooperative will provide over-current protection in accordance with the Cooperative over-current practices for similar feeders and loads for the feeder extension serving the intertie to a consumer generator.
 - e) The member shall be solely responsible for all accidents or injuries to persons or property caused by the operation of the consumer generator's equipment, or by any failure of the consumer to maintain his equipment in a satisfactory and/or safe operating condition, and shall indemnify the Cooperative from any liability.
3. Fossil Fuel Standby Generation. The Cooperative will 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 will prevent parallel operation with the Cooperative's distribution system.

SECTION VI - BILLING AND COLLECTION

A. Billing and Collection

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

1. Payment shall be due and payable by 2:00 PM, on the last business day of each month, of the month billed;
2. Delinquent accounts shall be disconnected in accordance with the Cooperative Board's delinquent accounts policy;
3. A late payment charge, as stated in Section VIII – Fees and Charges, will be assessed on all accounts 30 days past due, not to exceed the legal limit;
4. A "service charge", as stated in Section VIII – Fees and Charges, will be assessed for each check returned unpaid by a financial institution;
5. To be eligible for service at additional locations a consumer must be in good standing with all metered accounts.
6. 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 will initiate an investigation to determine the cause. Documentation will be maintained concerning such investigation.
7. This Policy may be superseded by provisions of special contracts, which allow less time on overdue accounts or have special provisions.

B. Delinquent Accounts

1. An account that is thirty (30) days or more past due, will be sent a disconnect notice no later than the tenth (10th) of the month. The disconnect date, stated on the disconnect notice, will be no sooner than twenty-two (22) days following the date of the disconnect notice. If the customer has furnished the Cooperative with a medical doctor's statement that a member of the household is dependent upon a life support system, the disconnect date will be no sooner than thirty (30) days following the date of the notice. If the service is a rental property, or otherwise occupied by someone other than the owner/member of the property, duplicate copies of the notice will be sent to the owner/member of the property and the tenant of the property.
2. If the account balance is paid, or payment arrangements are made, no further action will be taken unless a subsequent delinquency occurs.
3. If the Cooperative and the consumer enter into a written payment agreement and the consumer fails to follow through with the written payment agreement, the Cooperative will provide the consumer with a written notice of disconnect giving the consumer at least seven (7) days to pay the past due balance before the service is disconnected.

The notice will inform the customer that if the customer can provide written health care documentation that a member of the customer's household is handicapped or seriously ill, the utility

must grant fifteen (15) additional days notice for payment of the bill. The terms “handicapped” and “seriously ill” include persons whose physical health or safety would be seriously endangered if the electric service were disconnected.

4. From November 1 through April 30, at least 40 hours prior to the scheduled disconnect, the Cooperative will send an employee to the location that is in jeopardy of being disconnected to inform the consumer of the disconnect and attempt to collect payment.
 - a. Consumers will be charged a trip fee, as stated in Section VIII – Fees and Charges, for the service call to the consumer’s location.
 - b. If the consumer is not at the location, a door hanger will be left at the location informing the consumer of the scheduled disconnect.
5. If payment is not received by the specified disconnect date, the account will be disconnected for nonpayment as soon as Beartooth Electric Cooperative’s schedule permits.
 - a. When the Cooperative employee arrives at the consumer’s location to disconnect, if the consumer pays the Cooperative employee the past-due amount before the service is physically disconnected, the service will not be disconnected and the consumer will be required to pay an additional trip fee, as stated in Section VIII – Fees and Charges.
6. Services will only be disconnected for nonpayment between the hours of 8:00 A.M. and 4:00 P.M. Monday through Thursday.
7. Service shall not be disconnected for nonpayment in the following situations:
 - a. on a legal holiday or the day before a legal holiday;
 - b. during the period from December 24 through January 2;
 - c. on any day the Cooperative cannot reconnect service;
 - d. if the customer enters into an arrangement with the Cooperative for payment of the delinquent billing over a reasonable time and the customer complies with the payment arrangements;
 - e. if there are monies owed due to meter or other billing error, and the customer complies with payment arrangements;
 - f. if the utility has commenced providing service to a customer without obtaining a payment agreement for bill nonpayment at a customer’s previous address, and the customer has paid the Cooperative’s bills on time at his/her new location;
 - g. if a customer pays a bill on time for a specific service at a specific location, even though the customer is receiving another service that is subject to disconnect for bill nonpayment;
 - h. for non-utility services or merchandise provided by, or sold by, the Cooperative to a customer;

- i. if a customer is paying his/her bill on time, even though a prior customer of the Cooperative, including a spouse who is delinquent, is cohabitating or living in the same house;
 - j. if the electric bill, or part of the bill, is legitimately in dispute, and if the customer duly pays the electric bill, or bill portion, not in dispute;
 - k. during any period which would be especially dangerous to the health of the customer such as weather extremes;
 - l. if the customer by documentation can establish that he/she is unable to pay for such services in accordance with the Cooperative's billing and he/she has exhausted available government assistance therefore or he/she is actively in the process of seeking such assistance; or
 - m. the customer is able to pay for the service, but only in installments.
8. The Cooperative will assist elderly and handicapped persons unable to pay their electric bill in determining available government assistance.
9. After a service is disconnected for nonpayment, the total account balance, through the most recent billing cycle, a reconnect fee, and a deposit will be required before the service is physically reconnected.
- a. The required deposit will be in accordance with Section III (C).
 - b. The reconnect fee will be in accordance with Section VIII – Fees and Charges.
 - c. If payment to reconnect is made with a check that fails to clear the bank, the Cooperative will send a written notice of disconnect giving the consumer seven (7) days to pay the past due amount on in account via cash, money order, or credit card.

C. Extension of Credit

The Cooperative may deviate from its policy on disconnects for delinquent bills only in accordance with the following standards:

- A. when extension of credit for a fixed time, or arrangement for installation payment of the bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or
- B. when the Member involved establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake for which the Member was not responsible; or
- C. when the involved bill is a final bill covering service to a farm, home or other residential account and the main building thereof has been destroyed by fire not caused by act of arson on the part of the Member or his family; or
- D. when to disconnect service might pose immediate danger to the Member or other persons due to illness or some hazardous condition, or when the household is immediately and directly affected by a death.

D. Budget Billing

The Cooperative offers budget billing to all residential rate class consumers.

1. Requirements for Budget Billing:

- a. The account must be billed under a residential rate class.
- b. The consumer 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 disconnects for nonpayment.
- d. Other charges will be added to monthly budget amount.
- e. If a customer fails to maintain good credit, the account will 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 customers previous 12 months, calculated under the current rate schedule.
- b. Budget billed accounts will be reviewed quarterly, and adjusted as necessary to prevent a large overpayment or underpayment by the consumer.

E. Meter Error Adjustments

1. Over-Registered Meter. If a meter is tested and found to have over-registered the amount of power delivered by more than two percent, the Cooperative will recalculate the bills for service from the known date of error and will make a refund or credit for the entire over-registered amount if it exceeds \$5. If the beginning date of the error is unknown, the Cooperative will refund or credit the most recent member of record for the billed error for the period since the meter was last tested, not to exceed six months, or the period during which the most recent member of record received service through the meter, whichever is less.
2. Under-Registered Meter: If the meter is tested and found to have under-registered the amount of power delivered by more than two percent, the Cooperative will charge the member an amount equal to the estimated under-billing, based on average usage during a similar period, not to exceed six (6) months, unless there is evidence of meter or electric service tampering, in which case, the provisions of Section III, paragraph E will apply.

3. *Meter Test Requested by Member:* Upon receipt of a written request from a Member, the Cooperative shall, within twenty (20) days, test the accuracy of the meter through which the Member is served.

The member will be assessed a charge, as stated in Section VIII – Fees and Charges, to cover the labor, transportation, and testing of the meter. This fee will be assessed to the member electric bill.

If any electric service meter tested on request by the Member is found to be more than two percent (2%) in error, either fast or slow, the Cooperative shall refund to the Member the amount charged for the meter test, and proper correction shall be made of the previous readings and adjusted bills shall be rendered as addressed in Section VI, Paragraph E.

No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.

4. *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.
5. *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.
6. *Meter Test Schedule:* All three-phase and large power mechanical meters shall be tested at least once in five (5) years. All three-phase, self contained, mechanical meters will be tested at least once in five (5) years.

All single-phase, mechanical meters will be tested on a rotating basis so that each meter is tested at least once in ten (10) years.

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

7. *Test Results and Records:* All tests shall be maintained as permanent records, which shall show type of equipment, last test date, test results and any adjustments required.
8. *Substation Surveys:* Each substation shall be checked on a monthly basis for; a) safety, b) security, c) voltage, d) peak load, and e) general condition. Records shall be made to indicate findings.

F. Resale of Energy

The Cooperative only provides retail service. No member will resell or rebill the power purchased from the Cooperative or provide service to any person or premises, except by special contract or by resale of energy to facilities specifically excluded from service by these Rules and Regulations.

G. Landlord/Tenant Agreement

A landlord/tenant relationship will not be recognized by the Cooperative if both reside at the same residence. Three types of landlord/tenant agreement are:

1. **Landlord Responsible - Landlord Receives Bill:** The tenant will not be notified of usage and billing. The landlord is the member of record.

2. Landlord Responsible - Tenant Receives Bill: The tenant will be notified of usage and billing, and may pay it on behalf of the landlord, but the landlord is the member of record and will receive all disconnect notices.
3. Tenant Responsible - Automatic Switch Back: A landlord of rental property may sign an agreement with the Cooperative for automatic 'switch back' of service to the landlord's name when a tenant vacates or is disconnected for nonpayment. The tenant is the member of record until disconnect, then the landlord becomes the member of record. If the landlord requests that the service be left disconnected, then the agreement will become null and void.

H. 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 will remain responsible for all charges until written, phone, or verbal notice of change is received by the Cooperative or the member is disconnected for nonpayment.

I. Tax Adjustment

The amount of any tax imposed by any municipality, state, federal or other governmental taxing body upon the Cooperative revenue or income of any part of the Cooperative, shall be apportioned by the Board of Directors of the Cooperative to the locality in which such tax or taxes may be effective and among the various classes of service furnished, and shall constitute an additional charge to any amounts which may be billed or charged to any member under any rate schedule or special contract. Such taxes shall be collected and administered in a manner as prescribed by the taxing agency.

SECTION VII - SERVICE DISCONNECT

A. Authorization

Except where a service is disconnected for any of the reasons stated in Section III and/or Section VI, service will be disconnected only when the Cooperative has written authorization from the member or by phone authorization upon verification of identity. All requests for disconnect for electrical service must be executed in one of the following manners:

1. By the member.
2. By a member's attorney-in-fact or legally-authorized agent.
3. By an officer, agent, or authorized employee of an organization, association, corporation, political body or government agency.
4. By either individual in the case of joint membership.
5. In the absence of any of the above, the Cooperative can authorize necessary disconnects.

B. Line Retention and Idle Services

Any service which is disconnected must immediately begin paying a line retention or idle service fee per Section VIII – Fees and Charges. Any service for which no line retention or idle service fee has been paid for 12 months, will be considered as abandoned.

At the end of the 12-month period, the member will 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 will be considered as “Abandoned” and may be removed at the convenience of the Cooperative.

The member shall have the following three options:

1. Leave the service facility energized for which the member will pay the monthly base charge plus any kWh usage measured on the metering equipment.
2. De-energize the facility and leave the poles and wires, but remove the transformer and metering equipment, if owned by the Cooperative. The member will be billed and must pay in advance 75 percent of the monthly base charge. Billing will be on an annual basis and calculated as follows: $\text{base charge} \times 0.75 \times 12$. The base charge is as set forth in the current rate tariffs.
3. 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, will be exempt from this rule.

The Cooperative may retire or reuse parts from a Line Retention 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.

PURPOSE: To retire service facilities and/or equipment that in the view of the Cooperative is no longer economically feasible to maintain or that can be reused to provide new electrical service within the service territory of the Cooperative.

C. Abandoned Service Removal

The Cooperative will consider a line retention service to be "abandoned" after not receiving fees for one year. The Cooperative will then prepare to retire that service by giving the last known property owner 30 days notice at the last known address, unless the property owner agrees to pay the Line Retention Fee. The Cooperative may then remove an "abandoned" service or line at its own convenience.

D. Reconstruction of an Abandoned Service

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

E. Disconnect Records

The Cooperative will maintain a record of each disconnect of service including the reason for the disconnect. This record must be maintained for a minimum of two (2) years.

SECTION VIII - FEES & CHARGES

A. Billing & Collection

- | | |
|---|-------------------------------|
| 1. Collection Visit/Trip Fee | \$50.00 |
| 2. Reconnect | \$150.00 |
| Reconnect – After Hour | Actual Time & Materials |
| 3. Customer Requested Disconnect | \$150.00 |
| 4. NSF Check | \$15.00 |
| 5. Late Payment Charge | 1.5% per mo. |
| 6. Advance Billing Deposit | Average of 90 days of Service |
| 7. Meter Tampering | \$100.00 |
| 8. Meter Accuracy Verification | \$60.00* |
| <i>(no charge if meter not tested in previous year)</i> | |

B. New Service

- | | |
|---|----------------------------|
| 1. Survey Fee (non-refundable, applied to CIAC) | \$250.00 |
| 2. Easement Recording – as required | \$8.00 - \$11.00 per sheet |

C. Customer Service

- | | |
|---|-----------|
| 1. 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* |
| 2. Locate underground service (max. 150') | \$50.00* |
| 3. Fault locates on underground service | \$100.00* |
| 4. Surge Protection – low voltage, at meter | \$150.00* |

*Note – assumes when crew is in the area, otherwise it is time, materials, & **\$1.50 Per Mile**.

This mileage rate has been increased to more accurately reflect the current costs per mile of our transportation equipment.

D. Idle & Line Retention Services

- | | |
|-----------------|----------------------|
| 1. Idle Service | \$33.50/month |
|-----------------|----------------------|

This increase from \$33.00 to \$33.50 is to reflect an increase in BEC's cost based rates.

2. Line Retention Service

\$302.00/year

This change is to recover actual cost based rates for idle services assuming 9 months of disconnected service. $\$33.50 \times 12 \times .75$