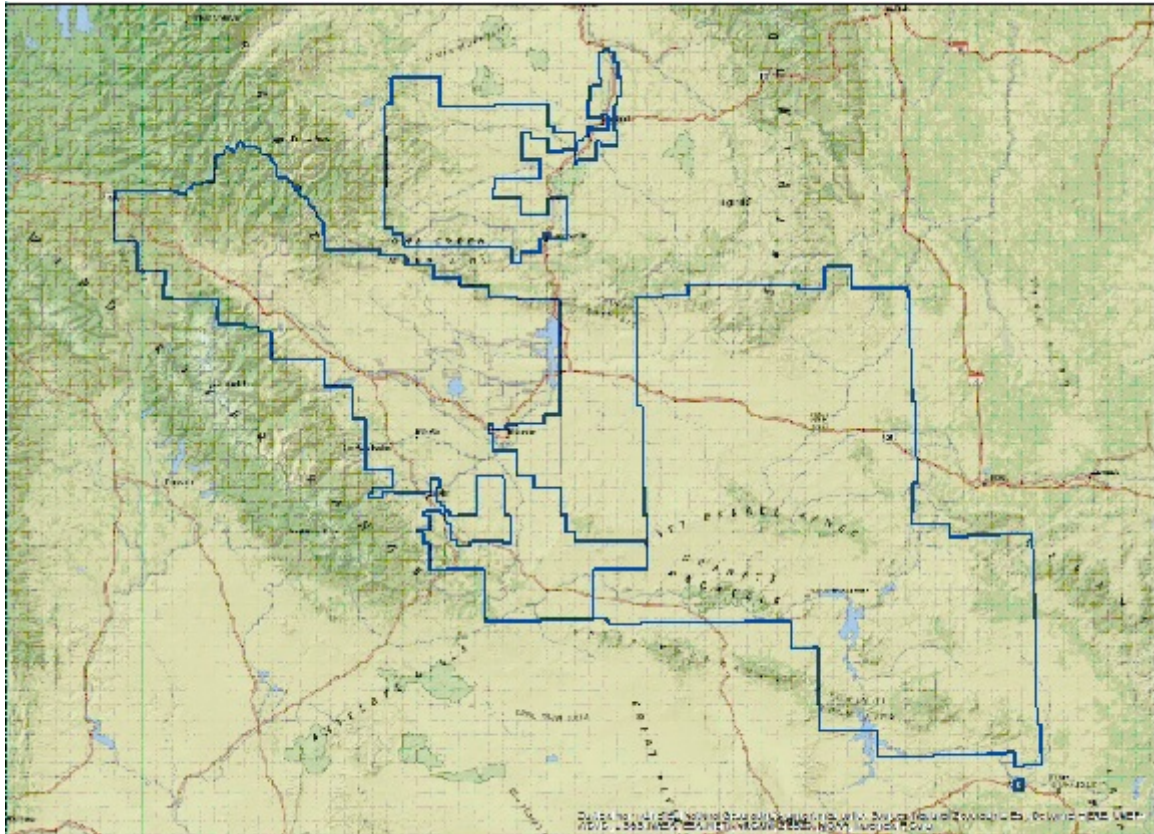




1775 East Monroe Street  
Riverton, WY 82501

# RULES, REGULATIONS, AND RATES

Certificated Territory



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## RULES AND REGULATIONS

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## RULES AND REGULATIONS

### SCHEDULE OF FEES

<u>Description</u>	<u>Charge</u>
Security Deposit Maximum	Up to three (3) high months average of past 12 month history
Minimum	\$150.00
Connect Fee Request made during business hours (8:00 a.m. - 4:30 p.m.)	no charge
Reconnect Fee Request made during business hours (8:00 a.m. - 4:30 p.m.)	\$45.00
Request made after business hours (after 4:30 p.m.)	\$150.00
Non-sufficient Funds Fee	\$25.00
Meter Reading Fee	\$20.00
Collection Visit Fee	\$45.00
Administrative Fee *assessed to those accounts that are not billed through the normal billing software program (*Special Contract Member-Owners or Commercial Member-Owners that require subtractive calculations of metered usage beyond their respective meters)	\$40.00
Staking Fee	\$100.00
Temporary Service Fee	\$200.00

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Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
1775 East Monroe  
P.O. Box 713  
Riverton, WY 82501

P.S.C. Wyo. No. 2  
Original Sheet No. 2

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Idle Service Fee	75% of normal monthly service charge for rate class
1st Meter Accuracy Test	No charge
2 <sup>nd</sup> Meter Accuracy Test Charge in 12 months	\$255.00
Monthly Interest Rate (on outstanding balance)	1.50%
Interest on Deposits	The most recent interest rate approved by the Commission will be paid per annum on security deposits held more than six months

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Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

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## RULES AND REGULATIONS

### GLOSSARY OF TERMS

**AMPERAGE RATING** - equipment rating for the flow of electricity.

**CIRCUIT BREAKER** - a switch that automatically interrupts an electric circuit under a faulted condition.

**COMMISSION** - Wyoming Public Service Commission.

**COOPERATIVE** - regarding High Plains Power, Inc., is a nonprofit, member-owned electric utility governed by the Board of Directors elected by the members.

**CO-GENERATION** - a Member-Owner owned generation from wind, solar or other source that is connected to the grid through the Member-Owner's meter.

**DISTRIBUTION FACILITIES** - electrical facilities that are used at distribution level voltages up to and including 35 kV.

**EXTENSION** - any addition to existing electrical facilities to provide service to a Member-Owner or group of Member-Owners.

**HARMONIC DISTORTIONS** - voltage and current distortions that result in an adverse change in the supplied electricity caused by installation of electrical equipment on the Member-Owner's side of the point of delivery.

**IDLE SERVICE** - Any electrical account that has been disconnected for a period of twelve (12) consecutive months and is not presently paying an electric bill.

**LOCKING DEVICE** - a means of securing the meter to the meter base to prevent unauthorized access to the meter and related equipment.

**MEMBER-OWNER** - those persons who by their application for membership and acceptance by the Board of the Cooperative are part owners of High Plains Power, Inc., a rural electric cooperative.

**METER** - a device that is capable of measuring the flow (usage) of electricity.

**POINT OF DELIVERY** - the outlet point where the Cooperative's service facilities are connected with the Member-Owner's facilities, unless otherwise altered by a service contract. If the Cooperative's facilities are connected with the Member-Owner's facilities at more than one point, each connecting point shall be considered a separate point of delivery, unless the additional connection points are made by the Cooperative for its sole convenience in supplying service. Additional service of a different type supplied by the Cooperative shall also be considered a separate point of delivery.

**RIGHT-OF-WAY** - an easement, or a legal right of access to go over or across land, a service line permit, a franchise agreement, or any other possessory right or interest granted to the Cooperative to locate Cooperative facilities on a person's land.

**SERVICE DISCONNECTS** - electrical equipment that provides a means of electrically disconnecting the load from the supply.

**SERVICE ENTRANCE EQUIPMENT** - all electrical equipment such as meter sockets, meter masts, or circuit breakers that are required by applicable codes to provide service to an electrical load.

**SINGLE-PHASE SECONDARY SERVICE** - secondary voltage of 120, 120/240, or 240/480 volts supplied through transformation by a high voltage supply underground and/or overhead supply to the point of delivery.

**STAKING FEE** - a non-refundable charge assessed for initial review and processing of any request for extension of service. When service facilities are installed, the staking fee will be deducted from the total cost of construction.

**SUBSTATION** - a secure area containing electrical facilities that protect and regulate voltages for the distribution or transmission of power.

**THREE-PHASE PRIMARY LEVEL SERVICE** - service provided to a Member-Owner at a distribution voltage level of 12.47 kV, 25 kV, or 35 kV. The Member-Owner is responsible for all the distribution facilities beyond the point of delivery.

**THREE-PHASE SECONDARY SERVICE** - secondary voltage of 120/208, 120/240, 240/480 or 277/480 volts supplied through transformation by a high voltage supply underground and/or overhead supply to the point of delivery.



**TRANSFORMER CAPACITY** - is used in connection with determining the minimum bill under a rate schedule. The Member-Owner will be charged for the minimum standard transformer capacity which is required to carry the load rather than the capacity installed. High Plains Power, Inc. may install larger transformers than actually required. Where two or more Member-Owners are served from the same transformer, the minimum charge for each shall be based on the transformer capacity that would normally be installed for each individual's requirements.

**TRANSFORMER kVA** - kilovolt amperes; the transformer rating required to serve the electrical load.

**TRANSMISSION FACILITIES** - electrical facilities that are used primarily at transmission voltages.

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## RULES AND REGULATIONS

### I. Application Of Rules And Regulations

These Rules and Regulations apply to each Member-Owner receiving electric service from High Plains Power, Inc. These Rules and Regulations are a part of every contract made by High Plains Power, Inc., unless modified by special terms written therein, and govern all classes of service.

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time by the Board of Directors of High Plains Power, Inc. upon approval of the regulatory authority having jurisdiction. Copies are available at the offices of the Cooperative.

### II. Application For Membership And Service

#### 1. Membership And Service Contract

Application for membership and service may be made at the offices of the Cooperative or to a duly authorized agent or employee.

#### 2. Application Contents

The application shall contain a description of the premises to be served, whether the applicant is the owner, agent, or tenant of the premises, and other information as the Cooperative may reasonably desire.

#### 3. Service Contract Term

Standard service contracts involving an extension of service shall be for a minimum term of five (5) years. Where large or special investment is necessary for the supply of service, service contracts of longer term or with a special guarantee of revenue, or both, may be requested to safeguard such investment.

#### 4. Acceptance Of Contract

An application for a service contract, when signed by the Member-Owner and approved by the Board of Directors, shall constitute the contract between the Member-Owner and the Cooperative and no other agent of the Cooperative has the power to modify, alter, or waive any of its conditions.

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### III. Rate Classification Of Member-Owners

Service shall be classified for the purpose of determining the applicable rate schedule in accordance with the Member-Owner's use of power. Rates are normally established on a twelve-month basis. A Member-Owner having accepted a rate suited for their service requirements may not change to another rate classification within a twelve (12) month period or avoid any applicable monthly facilities charges by requesting disconnection or reconnection within that twelve (12) month period, unless there is a substantial change in the character or condition of the service as determined by the Cooperative. Any request for disconnection/reconnection will be billed all applicable costs.

1. Single-Phase Service

Available to all Member-Owners of the Cooperative for general-purpose single-phase secondary service.

2. Residential Time Of Use Service(off-peak) - CLOSED RATE

Available to existing Member-Owners that use single-phase, standard secondary voltages for their controlled electric service.

3. Seasonal Single-Phase Service

Applicable to seasonal recreational cabins, and miscellaneous farm services such as water wells, livestock sheds, and similar uses.

4. Small Three-Phase Service

Applicable to Member-Owners of the Cooperative to the extent that appropriate facilities exist or it is feasible to install the facilities for three-phase secondary loads.

5. Large Power Three-Phase Service

Applicable to all Member-Owners to the extent that appropriate facilities exist or it is feasible to install the facilities for three-phase loads that serve in excess of 45 kVA of installed transformer capacity.

6. Irrigation Service

Applicable to Member-Owners to the extent that appropriate facilities exist or it is feasible to install the facilities for irrigation during the irrigation season which is April 1st to September 30th of each year.

7. Renewable Co-Generation Service

Applicable to Member-Owners of the Cooperative who install facilities on their property for the purpose of generating electric power. This classification includes wind generation, solar-electrical generation, and other generation from reasonable renewable power resources that is eligible for net metering pursuant to W.S. § 37-16-101 to 104.

**IV. Member-Owner Deposits**

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

1. The Cooperative may require a deposit if:
  - (a) A prior service account with the Cooperative remains unpaid and undisputed at the time of application for service;
  - (b) Service from the Cooperative has been terminated for:
    - (i) Nonpayment of any undisputed delinquent bill;
    - (ii) Failure to reimburse the Cooperative for damages due to the Member-Owner's negligent or intentional acts; or
    - (iii) Acquisition, diversion or use of service without the authorization of or knowledge by the Cooperative.
  - (c) Information provided upon application for service is materially false or a misrepresentation;
  - (d) The application is for initial service with the Cooperative or the applicant did not have service with the Cooperative for a period of at least twelve (12) consecutive months during the past four years;

- 
- (e) The applicant or non-residential Member-Owner is unable to pass the Cooperative's objective credit screening. In order to pass the objective credit screening, the applicant or non-residential Member-Owner must fulfill one or a combination of the following:
- (i) Have received 12 consecutive months of service from the Cooperative, with the undisputed portions of the 12 most recent bills paid in full when due;
  - (ii) Have a favorable credit rating with a third-party credit reporting agency;
  - (iii) Receive a favorable credit rating from the Cooperative's financial risk assessment tool; or
  - (iv) Provide an acceptable letter of credit or business reference.
- (f) The request is for service at an address where a former Member-Owner with an undisputed delinquent bill for service still resides or conducts business;
- (g) The applicant for service, or Member-Owner, has been brought within the jurisdiction of the bankruptcy court, or has had a receiver appointed in a state court proceeding, within the five-year period immediately preceding the request for service; or
- (h) The Cooperative has determined that it has a significant financial risk in continuing to provide service to a specific load or non-residential Member-Owner. The Cooperative and Member-Owner may attempt to reach a deposit agreement. If the Cooperative and Member-Owner are unable to reach an agreement, the Cooperative shall file a confidential petition requesting expedited review and Commission approval prior to collecting the Member-Owner's deposit. The petition shall contain the basis for the Cooperative's determination, the amount of deposit sought and sufficient information for the Commission to contact the Member-Owner.

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2. The Cooperative shall not require a deposit as a condition of new or continued utility service based upon any criterion not specifically authorized by the Rules of the Commission.
  3. The required deposit shall not exceed the total amount of the Member-Owner's estimated bill for three months of highest use based on the premise's monthly bills during the immediate previous 12-month period. If billing information for the immediate previous 12-month period is not available, the deposit shown on the Schedule of Fees at Page 1 shall apply for residential Member-Owners. For all other Member-Owner classes, the deposit will be based on anticipated service characteristics and anticipated load.
  4. The Cooperative shall retain records showing:
    - (a) The name and address of each Member-Owner making the deposit;
    - (b) The date and amount of the deposit; and
    - (c) Each accounting transaction concerning the deposit.
  5. The Cooperative shall provide the Member-Owner a non-assignable receipt or other record of deposit, showing the date and amount received.
  6. The Cooperative shall calculate simple interest on deposits at the Commission Authorized Interest Rate, shown on the Schedule of Fees at Page 1. Interest shall apply only to deposits held for at least six months, but shall accrue from the initial date of deposit through the date the deposit is returned to the Member-Owner.
  7. Deposits and any unpaid interest earned on deposits shall be applied as a credit to the Member-Owner's bill, unless requested by the Member-Owner to be refunded, when:
    - (a) The accrued interest equals or exceeds \$10.00. The Cooperative shall apply the credit at least annually;

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- (b) A residential Member-Owner has received 12 consecutive months of service, with no cause to disconnect, and the Member-Owner's bills have been paid when due;
  - (c) A commercial or industrial Member-Owner has received 12 consecutive months of service with no cause to disconnect, the Member-Owner bills have been paid when due, and the Member-Owner passes the Cooperative objective credit screening; or
  - (d) Service is discontinued. The Cooperative shall not require the Member-Owner 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-Owner. If the Cooperative is unable to make the refund due to lack of knowledge of the Member-Owner's location, additional interest will not accrue after the service discontinuation date. The Cooperative shall manage such deposits as unclaimed property as required by Wyoming law (W.S. § 34-24-109).

#### **V. Refusal To Serve New Member-Owners Or Expand Existing Service**

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

1. The Cooperative does not have adequate facilities to render the service requested and the Member-Owner will not pay the line extension costs;
2. The requested service appears to be unsafe or likely to adversely affect service to another Member-Owner; or
3. The requesting Member-Owner is indebted to the Cooperative for service previously rendered and satisfactory payment arrangements have not been made with the Cooperative.
  - (a) If indebtedness for service rendered at a former location is in dispute, the requesting Member-Owner shall be provided service at the new location upon complying with the Cooperative's deposit requirements and paying the amount in dispute. Upon settlement of the disputed amount, any balance due the Member-Owner shall be refunded with accrued interest at the Commission Authorized Interest Rate as shown on the Schedule of Fees at Page 1.

- (b) The Cooperative shall not refuse service to a new Member-Owner because of debts of a previous Member-Owner at the same location.
- (c) The Cooperative may refuse service due to unpaid line extension charges for facilities serving the location.

## **VI. Member-Owner's Wiring And Equipment**

### **1. Member-Owner's Installation**

A Member-Owner's service entrance equipment and wiring shall be installed in accordance with the National Electrical Code or any code of any governmental authority having jurisdiction and shall be subject to inspection and approval by agencies having jurisdiction.

The Cooperative may refuse to make connections to the Member-Owner or to continue service whenever, in the Cooperative's judgment, such installation is not in safe operating condition.

Every change in the wiring or repairs that involve a change in the entrance equipment or wiring shall also be subject to inspection and approval.

Neither inspection nor lack of inspection by the Cooperative nor its failure to object to the Member-Owner's installation shall render the Cooperative in any way liable for any injury or damage resulting from any defective installation of the Member-Owner.

The Cooperative requires that service disconnects be installed on all services. The Member-Owner is responsible for the cost of such equipment.

The furnishing of service by the Cooperative to a Member-Owner shall not render the Cooperative liable for the Member-Owner's facilities, installation, or practices on the Member-Owner side of the point of delivery.



## 2. Motor Starting Requirements

The following general requirements shall be adhered to in all power installations:

Single-Phase: Motors in excess of 25 h.p. will be permitted on single-phase lines after evaluation of the application by the Cooperative. All motors shall be provided with approved line starting equipment as recommended by various manufacturers.

Three-Phase: Motors in excess of 100 h.p. shall be provided with an approved reduced voltage starting switch supplied by the Member-Owner to limit the starting current, unless otherwise approved in writing by the Cooperative.

## 3. Harmonic Distortions Or Highly Fluctuating Loads

If the Member-Owner uses equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, the Cooperative will determine the impact of these loads on the electrical system and reserves the right to require Member-Owners to filter Harmonic Distortions at the Member-Owner's expense and to impose requirements and conditions to ensure proper service to all Member-Owners. Power Quality standards as set forth in ANSI C84.1 Range A, IEEE 1159 and IEEE 519, including any amendments or revisions, are guidelines for evaluating load characteristics.

## 4. Point Of Delivery

The applicant shall communicate to the Cooperative the exact location on the premises and the estimated demand requirements of all current consuming devices which are to be installed. Upon receipt of such information, the Cooperative will designate a point of delivery at which service connections will terminate. The Member-Owner must provide, free of expense to the Cooperative, a suitable and accessible place that is satisfactory to the Cooperative for the transformer or transformers, meter or meters, or other equipment of the Cooperative which may be necessary for the fulfillment of the contracts the Member-Owner may enter into with the Cooperative.

5. Changes In The Member-Owner's Wiring and Equipment

All equipment supplied by the Cooperative for the use of each Member-Owner has a definite capacity. It shall be the responsibility of the Member-Owner to notify the Cooperative in writing before any change is made in the load characteristics, change of purpose, or location of the Member-Owner's installation. Failure to give such notice shall render the Member-Owner liable for any damage to meters, accessories, transformers, or wires of the Cooperative caused by the additional or changed installation.

6. Limits Of Responsibility

The Cooperative will install and maintain its lines and equipment on its side of the Point Of Delivery, but shall not be required to install or maintain any lines, equipment, or apparatus beyond this point. The Cooperative will install and maintain all meters and meter accessories.

7. Availability And Type Of Electric Service

The type of electrical service which will be furnished to the Member-Owner will depend on the location size and type of load to be served.

It is necessary that the Member-Owner obtain from the Cooperative the phase and voltage of the service that will be furnished before proceeding with the purchase of motors or other equipment. The Cooperative renders 60 hertz (Hz) service from circuits of the following characteristics:

<u>Nominal System</u>	<u>Voltage</u>	<u>Type of System</u>
A.	120V	Single-Phase, 2 wire
B.	480 V	Single-Phase, 3 wire
C.	120/240 V	Single-Phase, 3 wire
D.	208Y/120 V	Three-Phase, 4 wire Wye
E.	240/120 V	Three-Phase, 4 wire Delta
F.	480/240 V	Three-Phase, 4 wire Delta
G.	480Y/277 V	Three-Phase, 4 wire Wye
H.	12,470Y/7200 V	Three-Phase, 4 wire Wye
I.	14,400Y/24,900 V	Three-Phase, 4 wire Wye

The preceding voltages are standard types of service supplied by the Cooperative where available and all other conditions for service have been agreed to by the Member-Owner and the Cooperative.

When other voltages are available and agreeable to the Member-Owner and the Cooperative, service can be established at those special voltage levels. If a special voltage is required by the Member-Owner, it shall be the Member-Owner's responsibility to install their own equipment which will transform the service voltage to the required level at their expense. Any such equipment installed must meet with the approval of the Cooperative prior to being placed in service.

## **VII. Member-Owner's Responsibility**

### **1. Nature Of Service**

The Cooperative's undertaking extends only to the supplying of electric service at the point of delivery. The Member-Owner is advised of the risk of damage to property and the possibility of fire or personal injury resulting from improper wiring and manner of attachment or use and maintenance of electric appliances, fixtures, and apparatus and is further advised to allow no person except licensed electricians to install or make any changes, alterations, additions, or repairs to any part of the Member-Owner's installation.

### **2. Member-Owner's Liability**

The Member-Owner assumes full responsibility for the electricity upon the Member-Owner's premises at and from the point of delivery, for the wires, apparatus, devices, and appurtenances used in connection with the service, and for structures, personal property, and vegetation on the Member-Owner's property that may cause damage to the Cooperative's facilities. The Member-Owner shall indemnify and hold harmless the Cooperative against all claims, demands, cost, or expense directly or indirectly arising from, connected with, or occasioned by the foregoing.

3. Protection By The Member-Owner

The Member-Owner shall protect the equipment of the Cooperative on their premises and shall not interfere with, alter, or permit interference with the Cooperative's meters or other property, except when permitted by duly authorized representatives of the Cooperative.

Any loss or damage to the property of the Cooperative due to, caused by, or arising from, carelessness, neglect, or misuse by the Member-Owner or other persons shall be paid for by the responsible party.

4. Notice Of Trouble

The Member-Owner shall give immediate notice to the Cooperative of any interruption, irregularities, unsatisfactory service, defects, or any conditions dangerous to electrical facilities known to the Member-Owner.

The Cooperative, at any time that it deems necessary, may suspend the supply of electrical energy to any Member-Owner for the purposes of making repairs, changes, or improvements upon any part of its system. It shall make an effort to furnish reasonable notice of such discontinuance to the Member-Owner, when practicable.

**VIII. Theft Of Service**

1. Definition

Theft of service is tampering with or bypassing the Cooperative's meter or equipment, or other instances of electric service diversion such as physically disorienting the meter, attaching objects to the meter to divert or bypass electric service or, insertion of objects into the meter, and other electrical and mechanical means of tampering with, bypassing, or diverting electric service.

2. Illegality

Theft of service is illegal, dangerous and is strictly prohibited. All known occurrences of theft of service will result in immediate disconnection of service with or without prior notification. The Cooperative will notify law enforcement of all instances of meter tampering.

### 3. Adjusted Bills Due To Theft Of Service

In the event of theft of service, any of the following may be used to calculate damages and assess charges for the billing periods in which the theft of service occurred.

- (a) Damages may be calculated based upon service consumed by that Member-Owner at that location under similar conditions during periods preceding the initiation of theft of service. Such damages shall be based on at least 24 consecutive months of comparable usage history of that Member-Owner when available, or less history if the Member-Owner has not been served at that location for 24 months.
- (b) Damages may be calculated based upon usage at that location after the theft of services has been corrected.
- (c) Damages may be calculated where the amount of unmetered consumption can be calculated by industry recognized testing procedures.
- (d) The Cooperative may use other methods of calculating damages for unmetered electricity when the usage of other methods is more appropriate.
- (e) The Cooperative will include as damages all labor, material and equipment necessary to repair or replace all equipment damaged due to theft of service.
- (f) The Cooperative will include as damages all costs related to discovery, assessment, documentation, damage calculation, and restoration of service associated with the incident, including legal fees and expenses.
- (g) Pursuant to W.S. § 37-12-402, in a civil action the Cooperative is entitled to double the above described damages if the theft of service is willful or intentional.

## **IX. Access To Premises**

Duly authorized representatives, contractors, or agents of the Cooperative shall have the right of ingress to and egress across the lands of the Member-Owner at all reasonable times and by reasonable routes for the purpose of reading, testing, inspecting, repairing, replacing, or removing the Cooperative's meters or other property, for inspecting the Member-Owner's installation, or for the purpose of removing the Cooperative's property on the termination of a contract or discontinuance of service for whatever cause. Failure to permit access may result in discontinuance of service.

## **X. Continuity Of Service**

### **1. Regularity Of Supply**

The Cooperative will use reasonable diligence to provide and maintain uninterrupted service. In case of cessation, deficiency, variation in voltage, or any other failure or reversal of the service resulting from acts of God, terrorism, public enemies, accidents, strikes, riots, wars, repairs, governmental action, order of Court, or other acts reasonably beyond the control of the Cooperative, the Cooperative shall not be liable for damages, direct or consequential, resulting from such interruption or failure.

### **2. Relocation Of Existing Lines And Points Of Delivery**

If a relocation is necessary to improve the quality of service, eliminate hazardous conditions, or prevent a tampering or diversion of electric service, the Cooperative may bear part or all of the cost of relocation. The amount of such expense to be paid by the Member-Owner, if any, will be determined by the Cooperative.

Where the relocation is solely for the benefit and convenience of the Member-Owner, the cost will be borne entirely by the Member-Owner.

Cost of relocating an existing line shall be based on the present cost of constructing the new line including any necessary right-of-way, plus costs of retirement of the old line less the salvage value of the old line. Said charges shall be paid in advance of relocation.

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3. Providing Clearance For House And Equipment

Where a house, structure, or equipment is to be moved upon, across, or over roadways, or along a right-of-way over which electric wires in place need to be temporarily moved, advance notice in writing is to be made to the Cooperative of the dimensions of the object being moved, the time it will be moved, and the exact route over which it will be moved.

In no case shall anyone other than authorized employees of the Cooperative remove, cut, raise, or handle any wires in connection with the providing of clearance.

The requestor shall make an estimated advance payment to the Cooperative of the cost of providing clearance of electric lines for the move. Such payment shall be the actual cost of Cooperative personnel and materials, plus administrative overhead and equipment required to provide the necessary clearance for the mover.

Actual cost figures will be compiled upon completion of the requested service. Should the estimated costs exceed the actual cost of providing clearance, the requestor will receive a refund. Conversely, should the actual costs exceed the estimate, the requestor will be billed for the remaining amount.

**XI. Discontinuation Of Service To Member-Owners**

1. With Notice

- (a) Unless otherwise ordered by the Commission, the Cooperative shall not terminate service to any Member-Owner for violating the Cooperative's Rules And Regulations or for nonpayment of bills for service until the Cooperative has given at least seven (7) calendar days' notice to residential Member-Owners or three (3) calendar days' to commercial or industrial Member-Owners.
- (b) Notice shall be effective when a copy is provided to the Member-Owner in person, by telephone after Member-Owner verification, or received by U.S. mail at the Member-Owner's last known mailing address. Additional notice may be provided electronically. The notice shall contain:

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- (i) The name of the person whose account is delinquent and the service address to be discontinued;
  - (ii) The rule or regulation that was violated or the amount of the delinquent bill;
  - (iii) The effective date of the notice and the date on or after which service is to be discontinued;
  - (iv) The Cooperative's specific address and telephone number for information regarding how to avoid service discontinuation;
  - (v) The names of agencies or organizations that have notified the Cooperative that they render assistance to eligible persons who are unable to pay their Cooperative bills; and
  - (vi) A statement advising the Member-Owner how to contact the Commission if discontinuation is disputed.
- (c) For residential Member-Owners, the notice shall inform the Member-Owner that, if prior to the initial date for the discontinuation, the Member-Owner provides the Cooperative with written verification from a health care provider responsible for the care of a Member-Owner or his/her co-habitants stating that their health or safety would be seriously endangered if service were discontinued, the Cooperative shall extend the date for discontinuation set forth in the notice by 15 days (22 days total) to allow for bill payment.
- (d) The Cooperative shall attempt to make actual contact with the Member-Owner either in person or by telephone, after Member-Owner verification, before discontinuing service during the cold weather period of November 1 through April 30.
- (e) The Cooperative shall also provide notice of discontinuation or account delinquency to a third party if a Member-Owner or person acting for the Member-Owner has requested that the Cooperative



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do so after Member-Owner identification verification. The Cooperative shall establish reasonable procedures to advise Member-Owners, particularly any incapacitated Member-Owner, that the right to request third-party notification does not create third-party liability for payment.

- (f) The Cooperative may discontinue service between 8:00 a.m. and 4:00 p.m., Monday through Thursday, without further notice when:
  - (i) The notification period has elapsed and the delinquent account has not been paid;
  - (ii) Acceptable payment arrangements have not been made with the Cooperative; or
  - (iii) The Cooperative is not satisfied the Member-Owner has ceased violating the Cooperative's rules and regulations.
  
- (g) The Cooperative shall not discontinue service for bill nonpayment:
  - (i) On a legal holiday or the day before;
  - (ii) During the period from December 24 through January 2, inclusive;
  - (iii) On any day the Cooperative cannot reconnect service;
  - (iv) If the Member-Owner enters into an agreement with the Cooperative for payment of the delinquent billing over a reasonable time and the Member-Owner complies with the payment arrangements;
  - (v) If the Member-Owner owes the Cooperative money due to a meter or other billing error and the Member-Owner complies with payment arrangements;
  - (vi) At a previous address for a different class of service;
  - (vii) For non-utility service or merchandise;

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- (viii) If a Member-Owner is paying bills on time, even though a former Member-Owner with an undisputed delinquent bill for service resides or conducts business at the same address;
  - (ix) If a Cooperative bill is in dispute and the Member-Owner duly pays the Cooperative bill or bill portion that is not in dispute; or
  - (x) 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-Owner is:
    - (1) Unable to pay for service in accordance with the Cooperative's billing requirements and is actively seeking government assistance or has exhausted such assistance; or
    - (2) Able to pay for service in installments only.
  - (h) The Cooperative shall assist elderly and handicapped persons who are unable to pay their Cooperative bills with determining available government assistance.

2. Without Notice

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

3. Upon Request

Upon a Member-Owner's or legally authorized person's request, the Cooperative shall make reasonable efforts to terminate the Member-Owner's service as requested. Before terminating service, the Cooperative shall inform the Member-Owner of any additional charges for after-hours service discontinuation. The business hours and after-hours disconnection charge amount is shown on the Schedule of Fees at Page 1.

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## **XII. Reconnection Of Discontinued Service**

When service has been discontinued for violation of the Cooperative's rules and regulations, nonpayment of bills or fraudulent use of service; and the Member-Owner desires the service to be reconnected, the Cooperative may require the Member-Owner to pay in full all bills due for service rendered up to the date service was discontinued, the reconnection charge, and a deposit when permitted by the Cooperative's or the Commission's Rules and Regulations. The Cooperative may elect to accept a payment arrangement with the Member-Owner. Upon satisfaction of reconnection requirements, the Cooperative shall restore service as soon as practicable. If a Member-Owner requests reconnection of service on a weekend, on a holiday or outside the hours of 8:00 a.m. and 4:30 p.m. of a regular work day; the Cooperative shall inform the Member-Owner of the additional charge for after-hours reconnection before the Cooperative performs the reconnection. The Cooperative shall not charge to reconnect service when discontinuation was improper.

The reconnection charge amounts are shown on the Schedule of Fees at Page 1.

## **XIII. Foreign Electricity**

No other source of supply of electricity shall be introduced or used by the Member-Owner in conjunction with Cooperative service without written consent of the Cooperative. This Section shall not apply to sources of supply generated on the Member-Owner's property which are otherwise in compliance with the Cooperative's Bylaws, Policies, and Rules and Regulations.

## **XIV. Resale Of Service**

All purchased electric service on the premises of the Member-Owner shall be supplied exclusively by the Cooperative, and the Member-Owner shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service.

## **XV. Meters**

### **1. Use Of Meter**

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

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

Upon the Member-Owner's request, the Cooperative may install and maintain additional metering at the Member-Owner's expense.

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

2. Separate Meter At Each Service

The Cooperative will furnish a suitable meter at each service. Any Member-Owner desiring service at two or more points of delivery shall be billed separately at each such point and the registrations of such meters shall not be added for billing purposes.

3. 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-Owner and the Cooperative. Under no circumstances shall any meter be removed or relocated except by authorized Cooperative personnel.

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

All meter bases, enclosures, and associated equipment mounted on a Cooperative-owned pole will be maintained by the Cooperative and remain its property.

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Meter bases and enclosures will have a Cooperative-owned locking device installed.

4. Member-Owner Requests For Tests Of Meter Accuracy

If a Member-Owner requests a test of the accuracy of the Cooperative's meter used on the Member-Owner's premises, the following provisions shall apply:

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

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

The meter accuracy test charge amount is shown on the attached Schedule of Fees.

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5. Undercharges For Electricity; Collection Permitted; Restrictions

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

6. Meter Test Requested By Commission

Upon receipt of a written request by the Commission, the Cooperative shall, within twenty (20) days, test the accuracy of the meter through which the Member-Owner is served and notify the Commission of the findings. No charge shall be made for such tests.

7. Non-Registration Of Meter

When a meter fails to correctly register the amount of electricity consumed during any period, the amount of the bill will be estimated by averaging the amount consumed for a period preceding and subsequent to such defective registration. If it is determined a meter has failed to correctly register for a period greater than one (1) month, the Cooperative reserves the right to estimate the average amount consumed and bill the Member-Owner for a period up to 183 days.

8. 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-Owner for the purpose of special tests of all, or any part, of the Member-Owner's load.

9. Equipment Tests

Bench test standards will be tested annually in compliance with National Bureau of Standard (NBS) guidelines.

10. Electric Meter Testing Program

- (a) At a minimum, the meter testing program shall include:
- (i) Identification of all equipment requiring calibration or recertification;
  - (ii) Identification of the nationally recognized standards for the proposed testing and calibration, testing intervals and degree of accuracy for all equipment;
  - (iii) A plan for proper care and maintenance of equipment;
  - (iv) A requirement that equipment used as a reference or transfer standard shall have a higher degree of accuracy than the item being calibrated and the calibration is traceable to NIST;
  - (v) A requirement that equipment used as a reference or transfer standard to certify other equipment shall be kept in temperature-stable environments and calibrated annually;
  - (vi) A requirement that equipment used as a reference or transfer standard shall only be used for calibration purposes and shall not be used for trouble shooting, corrective maintenance or any other activity that might jeopardize the instrument's calibration accuracy;
  - (vii) A requirement that instrument transformers shall have its installation verified and be tested for ratio and burden performance at the same intervals as the associated meter.
- (b) All meter calibration equipment shall bear the last calibration date.
- (c) The Cooperative shall provide or have available portable indicating electrical testing instruments of suitable range and type for testing and confirming equipment installations are performing properly.

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- (d) A meter record for all the Cooperative's meters shall be retained for the life of the meter and shall indicate for each meter owned or used by the Cooperative the identifying number, name of manufacturer, type, capacity, date of purchase or other acquisition, installation date, its current location and all results of meter tests.
- (i) All required meter tests shall be properly referenced to the meter record. The record of each test made shall show:
- (1) The identifying number and constants of the meter (the standard meter and other measuring devices used);
  - (2) The date and kind of test made;
  - (3) The reason for the test;
  - (4) The reading of the meter before the test;
  - (5) The error or percent accuracy at each tested load; and
  - (6) The test results and sufficient data to permit calculation verification.
- (e) The Cooperative shall retain for at least three years the names and addresses of all Member-Owners with the identifying number of related meter(s).
- (f) Inaccurate, improper or non-certified meters, including those for which accuracy has not 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 error. All meters shall conform to ANSI, IEC, and ISO, as applicable.
- (g) All service meters shall clearly indicate the units of measurement for which the Member-Owner is charged. If the Cooperative invoices Member-Owners in a different unit of measurement than



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the service meter indicates, the conversion factor shall be stated on the Member-Owner's bill. Metering in the following units is required: kWh, kW or kVar depending upon service requirements.

11. Service Surveys

Each substation shall be checked at least on a monthly basis for: safety, security, voltage, and general condition. Records shall be made to indicate findings.

When reason exists to question the voltage level at a substation or the Member-Owner's premises, the appropriate monitoring instrument will be installed and corrective action taken when warranted.

**XVI. Meter Reading And Billing**

1. Meter Reading

Meters will be read by the Cooperative's automatic reading system. When automated reading is not available, meters will be read by the Member-Owner and the reading sent to the Cooperative on the bill payment stub provided by the Cooperative by the date required. If the Member-Owner fails to convey the meter reading by the required date, the bill will be estimated. In the event of failure of the Member-Owner to convey the meter reading for two (2) consecutive months, the meter will then be read by the Cooperative and the cost of reading the meter will be charged to the Member-Owner at rates listed in the Schedule of Fees at Page 1.

Each meter will be read by Cooperative authorized personnel at a minimum of monthly intervals, as nearly as possible on the corresponding day of each month. When agreed to by the Member-Owner and the Cooperative, meters for seasonal, irrigation, stock wells and similar uses will be read and billed at other than monthly intervals. 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-Owner 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

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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 the Cooperative invoices Member-Owners in a different unit of measurement than the service meter indicates, the conversion factor shall be stated on the Member-Owner 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-Owner bill.

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

2. Billing Period

Bills for regular service will be rendered monthly from meter readings or otherwise computed according to the Cooperative's rate schedules and Rules and Regulations then in effect, and shall be due on receipt, unless another date is specified by the Cooperative.

Bills for special, or short term service, including the cost of connecting and disconnecting, may be rendered at the discretion of the Cooperative and shall be payable on demand.

3. Billing Rate

- (a) The Cooperative reserves the right to determine the appropriate rate tariff for any requested service.
- (b) When the Member-Owner is found to be on an improper rate, as a result of the Member-Owner's request for a review of their account or by routine inspection, the change of billing to the proper rates shall be applied to the Member-Owner's bill in the month the error was corrected and prior bills shall be adjusted as follows; (1) from the date the Member-Owner was receiving service under the improper rate if the Cooperative owes the Member-Owner a balance, or (2) from the date the error was determined, not to exceed six (6) months, if the Member-Owner owes the Cooperative a balance.

- (c) In accordance with W.S. § 37-2-218, if the Cooperative charged, collected, or received any rate or rates in excess of the rates fixed in the Cooperative's tariff, the Cooperative shall immediately refund to the Member-Owner the difference between the rates fixed in the tariff and the rates charges, collected or received.

4. Waiver Of Minimum Monthly Payments

If the Cooperative is prevented from furnishing or if the Member-Owner is prevented from receiving all or any considerable portion of the electric service contracted for and should such failure to deliver or receive be due to acts of God, terrorism, public enemies, strikes, riots, wars, repairs, governmental action, order of Court, or to other acts reasonably beyond the control of either the Cooperative or the Member-Owner, then the minimum monthly payment provided for shall be waived or adjusted for no longer than three (3) months.

5. Terms Of Payment

All bills for regular services are payable monthly, during business hours at the offices of the Cooperative or at such other places as may be designated by the Cooperative. Unless otherwise provided, billed charges are due upon receipt. If payment is not received by the due date on the bill, the billed charges, plus any unpaid balance, shall be increased by the monthly interest rate, listed in the Schedule Of Fees, for each month the bill is past due.

6. Failure To Receive A Bill

Failure to receive a bill will not entitle the Member-Owner to any discount or to the remission of any charge for non-payment within the specified time.

7. Budget Billing

Member-Owners served under a single-phase rate may request Budget Billing from the Cooperative under the following terms and conditions:

- (a) The Member-Owner must be current with their electric energy payments at the time of the application.
- (b) The Member-Owner must have at least 12 months of history at the requested budget billing service location.

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- (c) The enrollment period will be between April 1<sup>st</sup> and June 1<sup>st</sup> of each year.
  - (d) Budget Billing energy will be determined by dividing the most recent twelve (12) months of history by the current allocation factor. The allocation factor is subject to change by the Cooperative as conditions warrant. The single-phase rate will be applied to the energy to determine the Budget Billing payment. Changes in the single-phase rate will be applied to Member-Owners on Budget Billing as authorized by the appropriate regulatory agencies.
  - (e) If the settlement amount at the end of a 12-month period is a credit balance, High Plains Power Inc. will issue a check to the Member-Owner in the amount of the credit balance. If the settlement is a debit balance, the amount will be due and payable upon receipt of the bill by the Member-Owner. If the debit balance exceeds the average payment by \$20.00, the Member-Owner may elect to pay the debit over a two-month period with at least one-half of the total debit being paid in the settlement month.
  - (f) If a Member-Owner electing the Budget Billing plan fails to pay the budget-billing obligation in any month, normal collection procedures shall be applicable for the outstanding balance owed. The failure to make a budget billing payment will result in removal of the Member-Owner from the Budget Billing Plan.
  - (g) Upon termination of service on the Budget Billing Plan, the entire amount of the account for actual usage shall be due and payable by the Member-Owner to the Cooperative. If a credit balance exists, it shall be refunded by the Cooperative.

## **XVII. Rights-Of-Way**

### **1. Definitions**

- (a) "Rights-of-way" shall include easements or legal rights of access to go over or across land, service line permits, franchise agreements, or any other possessory rights or interests granted to the Cooperative to locate Cooperative facilities on a person's land.

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- (b) "Distribution Rights-of-way" will include Rights-of-way, or portions thereof that have electrical facilities that are used at distribution level voltages up to and including 35 kV.
  - (c) "Governmental Rights-of-way" will include rights-of-way entered into with a federal, state, or tribal government, or a political subdivision of such governments.
  - (d) "Right-of-way Costs" shall include all direct and indirect costs of acquisition or renewal, including, but not limited to, written notice, surveys, damages, negotiations, environmental reviews, regulatory filings, historical, cultural, and archeological reviews and inspections, appraisals, bid and hiring preferences, and legal and professional fees.
  - (e) "Transmission Rights-of-way" will include rights-of-way, or portions thereof that have electrical facilities that are used at transmission voltages.

## 2. Procurement Or Renewal Of Distribution Rights-Of-Way

- (a) When the Cooperative determines there is a need for rights-of-way to provide service, the Cooperative shall identify the necessary and convenient Distribution Rights-of-way. The Cooperative may assist the Member-Owner in acquisition of necessary Rights-of-way.
- (b) It is the responsibility of the Member-Owner served by the service to acquire the necessary Distribution Rights-of-way.
- (c) It is the responsibility of the Member-Owner to procure any renewal of an existing distribution right-of-way prior to its termination. The Cooperative may provide a reasonable time for the Member-Owner to procure the necessary right-of-way after its termination, provided the effected landowners or governmental enforcement authority consents to its interim use by the Cooperative and waive any claim for trespass or other damages. Member-Owners served through a terminated Right-of-way shall be responsible for all Right-of-Way Costs levied against or incurred by the Cooperative due to the termination of a Distribution Right-of-way and shall indemnify and hold harmless the Cooperative for those claims and costs.

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3. Procurement Of Transmission Or Governmental Rights-Of-Way

The Cooperative will use its best efforts to procure Transmission Rights-of-Way and Governmental Rights-of-Way.

4. Failure Or Inability To Procure Rights-Of-Way

The failure of the Member-Owner or the Cooperative to procure Rights-of-Way may result in the Cooperative declining to provide service or terminating service until the Rights-of-Way are procured.

5. Right-Of-Way Costs

- (a) Distribution Rights-of-way Costs. The Cooperative shall contribute toward the Right-of-way Costs at the rate established by Board policy. Right-of-way Costs for new or renewed Distribution Rights-of-Way will be paid by the Member-Owners.
- (b) Transmission Rights-of-Way Costs. The Cooperative shall contribute toward the Right-of-Way Costs at the rate established by Board policy. Transmission Rights-of-Way Costs shall be recovered as an expense when the Cooperative sets service rates.
- (c) Governmental Rights-of-Way Costs. Governmental Right-of-Way Costs shall be prorated and assessed as a surcharge at a per unit of consumption cost or percentage basis as determined by the Board to all Member-Owners within the boundary of the governmental entity.
- (d) If more than one of the above categories applies to all or a portion of rights-of-way, the Board shall determine the most appropriate cost recovery method.

6. Rights-Of-Way Maintenance

The Cooperative reserves the right to maintain Rights-of-Way in a condition that will ensure public safety and operation of the electric system. After the Member-Owner has been notified of work to be done on their property, this right will include, but not be limited to, the following:

- (a) The right to access Member-Owner's land to manage vegetation, inspect, maintain and repair equipment, and conduct other activities that are necessary to maintain a right-of-way. This access includes reasonable and appropriate actions outside the boundaries of the right-of-way to comply with applicable requirements for vegetative management.
- (b) The right to require removal or relocation of any building, storage tank, hay stacks, or other combustible material.

### **XVIII. Beginning And Ending Service**

Any Member-Owner starting the use of service without first notifying and enabling the Cooperative to read the meter will be held responsible for any amount due for service supplied to the premises from the time of last reading of the meter immediately preceding their occupancy as shown on the Cooperative's records. A Member-Owner terminating service shall give written notice of intended termination and be responsible for all amounts due on the service, and is liable for service taken after notice to terminate the contract until the meter is read and disconnected or a new membership established.

Notice of discontinuance of service prior to the expiration of a contract term will not relieve a Member-Owner from any minimum or guaranteed payment under any contract or rate.

### **XIX. Extensions**

#### 1. General Terms And Conditions

- (a) An extension shall include a new service, relocated service, service upgrade, or reconnection.
- (b) The financing of all extensions will depend primarily on the estimated life and income from the service. Therefore, the Cooperative has separated new extensions into three categories depending on the estimated life of the service. These are:

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- (i) Permanent Service - Services expected to remain in place and active for five (5) years or more. They shall include, but not be limited to, homes, schools, and businesses that are affixed to a permanent foundation.
  - (ii) Services of speculative nature shall include, but not be limited to, trailer parks, oil or natural gas wells, unproven mines or quarries, or where the ultimate user of the service will not sign a five (5) year contract.
  - (iii) Temporary services such as power for construction jobs, rodeos, fairs, and other uses.
- (c) A staking fee will be charged for requests for an extension whether or not the extension is constructed.
- (d) All facilities will be constructed, owned, and maintained by the Cooperative. One hundred percent (100%) of the estimated construction cost not contributed by the Cooperative must be paid before construction is started. If the actual cost of constructing the service is less than the estimated cost, the Member-Owner will be refunded the difference. If the actual cost of constructing the service is greater than the estimated cost, the Member-Owner shall pay the difference to the Cooperative upon demand for payment. Amounts paid by the Member-Owner will be considered a contribution in aid of construction. Contributions in aid of construction shall not bear interest.
- (e) Whenever an additional application is made for service to be connected to an existing extension within five (5) years from the date the work is completed the following shall apply:
- (i) The applicant shall be charged their pro-rata share of the common facilities based on the original cost.
  - (ii) Upon receipt of the pro-rata share from the applicant, the original contributors will be refunded their pro-rata share of the common facilities based on original cost.



- (iii) The refund to each original contributor shall be made based on the ratio of each individual contributor's payments to the Cooperative compared to amounts paid by other original contributors, unless the original contributors notify the Cooperative at the time of construction that they agree to have the refund allocated on a different basis. Any private agreement between original contributors, or original contributors and third parties, for allocation of refunds will not be binding on the Cooperative and the Cooperative shall have no liability with respect to such agreement.
- (f) All necessary rights-of-way and landowner consents must be provided by the Member-Owner that is requesting an extension.
- (g) In the event a transfer of ownership of the property to be served prior to payment of the construction contract in full, the Cooperative reserves the right not to energize the service or discontinue service unless all liabilities are paid in full or the contract is assumed in writing by the new owner.
- (h) All applications and agreements will be reviewed and approved by the Board of Directors.

2. Specific Conditions Of Service

- (a) Permanent Service - Single-Phase
  - (i) Single-phase secondary service is defined as secondary voltage of 120, 120/240 or 240/480 volts supplied through transformation by a high voltage supply underground and/or overhead power line to the point of delivery.
  - (ii) The Cooperative will contribute a transformer no greater than 15 kVA and a 200 amp meter loop for a single-phase overhead service. The Member-Owner will pay any additional costs.
  - (iii) The Member-Owner will be required to sign and honor a minimum five (5) year contract.

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(iv) A contract for electric service must be signed by the Member-Owner and filed with the office before construction is started. Refusal to sign a contract for electric service will be considered a speculative service.

(v) Subdivision and Housing Projects:

Electric distribution facilities will be installed, owned, and maintained by the Cooperative to and within subdivisions and housing projects, in advance of applications for service by ultimate users, only in accordance with a written agreement conforming to the provisions of this Paragraph.

The developer shall pay in advance the entire installed cost of the primary voltage facilities required to make service available to each lot or unit, tract, parcel, or similar subunit including the staking fee. The subdivision backbone facilities do not qualify for Section XIX(1)(e) of these Rules and Regulations.

The ultimate Member-Owner must meet the line extension provisions as set forth in these Rules and Regulations.

The route of an extension shall be selected by the Cooperative in order to provide reliable service to the subdivision, housing project, or other Member-Owners. It shall be the responsibility of the developer to provide the Cooperative two (2) copies of approved plats with adequate utility rights-of-way prior to commencement of construction.

(b) Permanent Service - Small Three-Phase

(i) Small three-phase secondary service is defined as secondary voltage of 120/240, 120/208, 240/480, or 277/480 supplied through the transformation by a high voltage supply underground and/or overhead supply to the point of delivery. These facilities are for a three-phase service with 45 kVA or less of transformer capacity complying with the standard voltages available.

- (ii) The Cooperative will contribute a transformer no greater than 15 kVA and a 200 amp meter loop for a three-phase overhead service. The Member-Owner will pay any additional costs.

(c) Permanent Service - Irrigation

- (i) Permanent service irrigation is defined as service for irrigation based on total horsepower during the irrigation seasons which is April 1 to September 30 of each year. The minimum charge is based on 10 h.p.
- (ii) The Cooperative will contribute a transformer no greater than 15 kVA and a 200 amp meter loop for a three-phase irrigation overhead service. The Member-Owner will pay any additional costs.

(d) Permanent Service - Large Power

- (i) Large power service is defined as three-phase service greater than 45 kVA of transformer capacity complying with standard voltages available.
- (ii) The Cooperative will contribute a transformer no greater than 15 kVA and a 200 amp meter for an overhead service to be utilized by a Large Power Member-Owner unless otherwise specified in the Large Power Rate tariff on file. The Member-Owner will pay any additional costs.
- (iii) The Member-Owner shall be required to sign a contract for electric service with the Cooperative which shall include, but not be limited to, the following terms and conditions:
  - (1) The term of the contract shall be for five (5) years or as agreed to between the parties.
  - (2) A monthly minimum will be charged as established in the Large Power Rate Tariff.

- (iv) The Cooperative reserves the right to establish other terms and conditions with respect to particular Large Power Member-Owners.

(e) Services Of Speculative Nature

- (i) Services of a speculative nature include, but are not limited to, mobile home parks, trailer parks, oil or natural gas wells, unproven mines or quarries, or where the ultimate Member-Owner will not sign a five (5) year contract.
- (ii) In conformance with Wyoming Public Service Commission Rules, the Cooperative will install, own, maintain, and operate all electric facilities up to the point of delivery in all new mobile home parks upon the payment of the entire system cost by the mobile home park owner to the Cooperative.
- (iii) The Cooperative will require other users of a speculative nature to pay the entire direct cost of the service, any related system costs, and retirements.
- (iv) The Member-Owner may stop taking service at any time and the Cooperative may, at its discretion, remove the service when there is no further income from the facilities.

(f) Temporary Services

- (i) For purposes of this section, temporary services shall be defined as temporary power for rodeos, fairs, other users of known limited permanence, or a service installed for construction purposes at any location until construction is completed or one (1) year, whichever occurs first.
- (ii) The Member-Owner will advance to the Cooperative all estimated construction and retirement costs to make the service available, including any new extension and upgrading needed to serve the load. There will be no refund of these charges.

- (iii) There is no contract minimum time. The Member-Owner may stop taking service whenever he wishes and the Cooperative will at its discretion remove the service.
- (iv) Temporary service that lasts beyond one (1) year may apply for an extension of temporary service. The extension of temporary service may be subject to a temporary service fee as listed in the Schedule of Fees and may be valid up to one additional year.
- (v) If the Cooperative deems the temporary service no longer meets these requirements, the Cooperative may convert the service to a Speculative Service.

(g) Co-Generation

Co-generation will be considered and appropriate rate schedules filed in accordance with federal and state regulations. The Cooperative's existing Member-Owners shall bear none of the costs of connecting a co-generation facility and shall not be burdened with increased energy costs due to co-generation.

(h) Service Outside Certified Area

All facilities installed outside of the Cooperative's certificated areas as filed with the Wyoming Public Service Commission shall be made with the Member-Owner providing as a contribution in aid of construction 100% of all costs for all facilities necessary to provide the service.

In addition, the Cooperative will not provide electrical service outside its certificated area unless and until the Cooperative has obtained a letter of agreement with the electric utility authorized to provide electric service in said area and the Wyoming Public Service Commission has approved the agreement.

## XX. Idle Service

The Cooperative may retire any idle service under the following conditions:

1. At the written request of the property owner at the meter location.

2. When a meter for service is removed and idle for a minimum period of twelve (12) consecutive months, the service will be classified as an Idle Service and will no longer have a minimum monthly facility charge. The idle service will still be subject to the established Idle Service charge as listed on the Schedule of Fees at Page 1.
3. When any service has been idle for sixty (60) consecutive months, it may be subject to removal at the discretion of the Cooperative.

Upon request to reinstate service, any service that has been retired for a period of less than twenty-four (24) months, the Member-Owner will be responsible for the entire installed cost of construction. Any service that has been retired for a period of more than twenty-four (24) months will be subject to the current terms and conditions in effect for extension of services.

## **XXI. General**

### 1. Office Of High Plains Power, Inc.

Whenever these regulations provide that notice be given or sent to the Cooperative, or the office of High Plains Power, Inc., such notice, delivered or mailed, postage prepaid shall be deemed sufficient when mailed to P.O. Box 713, Riverton, Wyoming 82501, or 1775 East Monroe Avenue, Riverton, Wyoming 82501.

### 2. No Prejudice Of Rights

The failure by the Cooperative to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.

### 3. Exceptional Cases

Where special service supply conditions or problems arise for which provision is not otherwise made, the Cooperative may modify or adapt its supply terms to meet the special requirements of such cases.

4. Assignment

Subject to these Rules and Regulations, all contracts by the Cooperative shall be binding upon, and oblige, and inure to the benefits of, the successors and assigns, heirs, executors, and administrators of the parties thereto.

5. Enforcement

Whenever the Cooperative is required to enforce the terms of these Rules and Regulations, the Bylaws, Board Policies, or a service contract, line extension contract, or other contract with the Cooperative, the Member-Owner or person against whom the action is taken shall be responsible for all costs of enforcement, including attorney fees.

HIGH PLAINS POWER, INC.  
1775 East Monroe  
P.O. Box 713  
Riverton, WY 82501

P.S.C. Wyo. No. 2  
Original Sheet No. 44

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SERVICE: Electricity

**SINGLE PHASE SERVICE**

AVAILABILITY:

All areas within High Plains Power's certificated territory.

APPLICABLE:

To all Member-Owners of the Cooperative for general purpose single-phase service, provided that the rating of individual single-phase motors served hereunder shall not exceed ten horsepower (10 HP).

TYPE OF SERVICE:

Single-phase, 60 cycles, 120 / 240 volts.

MONTHLY RATE:

Facilities Charge:		\$30.00
Energy Charge:	All metered kWh per month	\$ 0.108450 per kWh

MINIMUM BILL:

The minimum monthly bill shall be the highest of the following:

1. The Facilities Charge.
2. As specified in the contract for service.
3. Excess transformer capacity charge of \$2.10 per kVA in excess of 25 kVA.

POWER COST ADJUSTMENT:

Reference Wholesale Power Cost Flow Through Tariff.

TERMS OF PAYMENT:

The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

RULES AND REGULATIONS:

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

---

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager



HIGH PLAINS POWER, INC.  
1775 East Monroe  
P.O. Box 713  
Riverton, WY 82501

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SERVICE: Electricity

**SEASONAL SERVICE**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory.

**APPLICABLE:**

To seasonal rural recreational cabins, and miscellaneous farm service such as water wells, livestock sheds, etc.

**TYPE OF SERVICE:**

Single-phase, 60 cycles, 120 / 240 volts.

**RATE:**

Facilities Charge:		\$360.00 per year
Energy Charge:	All kWh per year at	\$ 0.108450 per kWh

**MINIMUM BILLING:**

The minimum annual billing under this schedule shall be the Facilities Charge.

**ADDITIONAL CHARGES:**

Any amount authorized under the Cooperative's line extension policy, will be in addition to charges of this rate schedule.

**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

**TERMS OF PAYMENT:**

Service charges and energy charges will be due and payable on 30 days after the date of the bill or when service is disconnected, if earlier.

The above charges are due by the 10th of the month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balances, shall be increased by one and one-half percent (1.5%) for each month the bill is unpaid.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

---

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

SERVICE: Electricity

**THREE-PHASE SERVICE**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory.

**APPLICABLE:**

To all Member-Owners of the Cooperative to the extent that appropriate facilities exist or it is feasible to install them, for three-phase general purpose loads.

**TYPE OF SERVICE:**

Three-phase service at standard secondary voltage as defined by the Cooperative.

**MONTHLY RATE:**

Facilities Charge:	\$40.00 per month
Energy Charge: All metered kWh per month	\$ 0.118476 per kWh

**MINIMUM BILL:**

The minimum monthly bill shall be the highest of the following:

1. The Facilities Charge.
2. As specified in the contract for service.
3. Excess transformer capacity charge of \$2.10 per kVA in excess of 25 kVA.

**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

**TERMS OF PAYMENT:**

The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

**POWER FACTOR ADJUSTMENT:**

The Cooperative may make periodic tests to determine the Member-Owner's power factor. If the average power factor is less than ninety-five percent (95%) lagging, the total monthly billing will be increased by an amount equal to one percent (1%) for each one percent (1%) by which the average power factor is less than ninety-five percent (95%) lagging.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

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P.S.C. Wyo. No. 2  
Original Sheet No. 47

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SERVICE: Electricity

**IRRIGATION**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory.

**APPLICABLE:**

To each service for irrigation pumping. The irrigation season is defined as April 1 to September 30 of each year.

**TYPE OF SERVICE:**

Single-Phase or three-phase, 60 cycles, at available voltage.

**RATE:**

Demand Charge: \$30.00 per horsepower of rated capacity per season, which shall be billed at \$7.50 per horsepower per month for May through August.

Energy Charge: All energy at \$0.092968 per kWh per month.

**MINIMUM CHARGE:**

The minimum charge per service shall be \$30.00 per horsepower per season, billed at \$7.50 per horsepower per month for the months May through August.

**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

**TERMS OF PAYMENT:**

The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

**POWER FACTOR ADJUSTMENT:**

The Cooperative may make periodic tests to determine the Member-Owner's power factor. If the average power factor is less than ninety-five percent (95%) lagging, the total monthly billing will be increased by an amount equal to one percent (1%) for each one percent (1%) by which the average power factor is less than ninety-five percent (95%) lagging.

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Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
1775 East Monroe  
P.O. Box 713  
Riverton, WY 82501

P.S.C. Wyo. No. 2  
Original Sheet No. 48

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SERVICE: Electricity

**LARGE POWER UNDER 500 KW**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory.

**APPLICABLE:**

To all Member-Owners of the Cooperative to the extent that appropriate facilities exist or it is feasible to install them, for three-phase general purpose loads in excess of 45 kVA of installed transformer capacity and with a maximum demand less than 500 kW for the twelve months ending with the current billing period.

**TYPE OF SERVICE:**

Three-phase service at standard secondary and primary voltage as defined by the Cooperative in its rules and regulations.

**MONTHLY RATE:**

Facilities Charge:	\$85.00 per meter
Demand Charge:	\$ 7.00 per kW of Billing Demand
Energy Charge:	
First 200 kWh per kW of billing demand @	\$ 0.093351 per kWh
Next 200 kWh per kW of billing demand @	\$ 0.070210 per kWh
Excess kWh @	\$ 0.052854 per kWh

**MONTHLY MINIMUM CHARGE:**

Subject to the provisions of special contracts, the minimum charge hereunder shall be \$85.00 plus \$2.10 per kVA of transformer capacity at the service in excess of 45 kVA, or the amount specified in the contract for service.

**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

**TERMS OF PAYMENT:**

The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

**PRIMARY SERVICE DISCOUNT:**

If the Consumer owns, operates and maintains all the facilities for receiving the service at primary level service, a 2% discount on the demand and energy charges shall apply.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

---

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
1775 East Monroe  
P.O. Box 713  
Riverton, WY 82501

P.S.C. Wyo. No. 2  
Original Sheet No. 49

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**SERVICE BY CONTRACT:**

Service to loads exceeding or expected to exceed 100 kW shall be by special contract which will recognize any special conditions of the service, the expected term, and may provide the minimum charges reflecting special investments.

**BILLING DEMAND:**

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

**POWER FACTOR ADJUSTMENT:**

The Cooperative may make periodic tests to determine the Member-Owner's power factor. If the average power factor is less than ninety-five percent (95%) lagging, the total monthly billing will be increased by an amount equal to one percent (1%) for each one percent (1%) by which the average power factor is less than ninety-five percent (95%) lagging.

---

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
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P.S.C. Wyo. No. 2  
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SERVICE: Electricity

**LARGE POWER 500 KW OR GREATER**

AVAILABILITY:

All areas within High Plains Power's certificated territory.

APPLICABLE:

To all Member-Owners of the Cooperative in all areas of the Cooperative's system to the extent that appropriate facilities exist or it is feasible to install them, for three-phase general purpose loads of 500 kW or greater.

TYPE OF SERVICE:

Three-phase service at standard transmission, distribution substation, distribution primary and distribution secondary voltage as defined by the Cooperative in its rules and regulations.

MONTHLY RATE:

	<u>Transmission</u>	<u>Distribution Substation</u>	<u>Distribution Primary</u>	<u>Distribution Secondary</u>
Facilities Charge	\$225.00	\$225.00	\$225.00	\$225.00
NCP Demand Charge, per billing NCP kW	\$ 1.25	\$ 1.75	\$ 7.84	\$ 8.00
MCP Demand Charge, per MCP Billing kW	\$ 19.63	\$ 19.90	\$ 20.10	\$ 20.53
Energy Charge, per metered kWh:	\$ 0.043395	\$ 0.043975	\$ 0.44432	\$ 0.045375

NCP BILLING DEMAND:

The NCP Billing Demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

MCP BILLING DEMAND:

The MCP Billing Demand shall be the kilowatt demand established in the coincident peak interval as defined in the applicable Wholesale rate to the Cooperative including any ratchet provisions in the wholesale rate and adjusted for power factor as provided below. In the event the interval data is not available for the consumer, the Cooperative may estimate the MCP demand.

POWER FACTOR ADJUSTMENT:

The Cooperative may make periodic tests to determine the Member-Owner's power factor. If the average power factor is less than ninety-five percent (95%) lagging, the total monthly billing will be increased by an amount equal to one percent (1%) for each one percent (1%) by which the average power factor is less than ninety-five percent (95%) lagging.

MONTHLY MINIMUM CHARGE:

Subject to the provisions of special contracts, the minimum charge hereunder shall be Facilities Charge plus the highest recorded demand multiplied by the NCP demand charge in the previous 12 months of billing, or the amount specified in the contract for service.

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
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Riverton, WY 82501

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Original Sheet No. 51

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**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

**TERMS OF PAYMENT:**

The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

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Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

SERVICE: Electricity

**STANDBY AND SUPPLEMENTAL SERVICE**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory.

**APPLICABLE:**

For service provided at various service levels for wind farm and other renewable generation facilities with generation capacity in excess of 1,000 kW and to standby service at transmission, substation and primary level service for qualifying cogeneration facilities.

**TYPE OF SERVICE:**

Transmission service at standard voltage as defined by the Cooperative in its rules and regulations, which is standby or supplemental to Member-Owner's electric generation equipment.

**MONTHLY RATE:**

	<u>Off-System Delivery</u>	<u>Transmission</u>	<u>Distribution Substation</u>	<u>Distribution Primary</u>
Facilities Charge	\$225.00	\$225.00	\$175.00	\$150.00
Facilities Demand Charge, per billing kW	\$ 0.75	\$ 1.70	\$ 2.20	\$ 8.25
MCP Demand Charge, per MCP Billing kW	\$ 19.34	\$ 19.63	\$ 20.04	\$ 20.09
Energy Charge, per metered kWh:	\$ 0.042040	\$ 0.042680	\$ 0.043565	\$ 0.043660

**FACILITIES DEMAND:**

For Off-System Delivery Consumers, the facilities demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

For Co-Generation Facilities, the facilities demand used in the computation of the Facilities Demand Charge shall be the maximum coincident demand for the purchased power meter(s) and the generator meter(s) during the fifteen (15) minute period of maximum use during the month for which the bill is rendered, adjusted for power factor.

**MCP BILLING DEMAND:**

The MCP Billing Demand shall be the kilowatt demand established in the coincident peak interval as defined in the applicable Wholesale rate to the Cooperative including any ratchet provisions in the wholesale rate and adjusted for power factor as provided below. In the event the interval data is not available for the consumer, the Cooperative may estimate the MCP demand.

**MONTHLY MINIMUM CHARGE:**

The minimum monthly charge shall be the Member-Owner Charge plus the Facilities Charge, which includes the highest recorded demand of the previous twelve (12) months or the amount specified in the contract for service.

**POWER COST ADJUSTMENT:**

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager



Reference Wholesale Power Cost Flow Through Tariff.

**POWER FACTOR ADJUSTMENT:**

The Cooperative may make periodic tests to determine the Member-Owner's power factor. If the average power factor is less than ninety-five percent (95%) lagging, the total monthly billing will be increased by an amount equal to one percent (1%) for each one percent (1%) by which the average power factor is less than ninety-five percent (95%) lagging.

**SPECIAL TERMS AND CONDITIONS OF SERVICE FOR COGENERATION FACILITIES:**

1. Member-Owner will notify the Cooperative by telephone each time that standby power is taken for maintenance, operational or emergency needs. Member-Owner will provide notice in advance of scheduled outage and indicate estimated duration of outage.
2. Service under this tariff will not be provided unless Member-Owner has complied with all the Cooperative's requirements related to the interconnection of co-generation facilities.
3. The Wholesale Demand Charge may be adjusted if Tri-State applies any special charges or terms and conditions dealing with co-generation facilities.
4. If a meter is not installed on Member-Owner's generation, the maximum coincident demand for the generation meter(s) used in computing the Facilities Demand will be equal to the nameplate capacity of Member-Owner's generation facility. An adjustment will be made in those periods in which an outage occurs to eliminate any duplication of demand values.
5. Service under this tariff shall be for periods of not less than twelve (12) months.

**TERMS OF PAYMENT:**

The above charges are due by the 10th of the month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

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Riverton, WY 82501

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SERVICE: Electricity

**MERCURY VAPOR SECURITY LIGHT SERVICE**

APPLICABLE :  
To Riverton District.

AVAILABILITY :  
All users where unmetered 120 or 240 volt power is available. **CLOSED TO NEW SERVICE AFTER 12/31/2011.**

MONTHLY RATE:  
175 Watt Mercury Vapor Lights @ \$ 7.68 per light, plus tax  
400 Watt Mercury Vapor Lights @ \$14.17 per light, plus tax

175 Watt 70 kWh per month per light.  
400 Watt 170 kWh per month per light.

MINIMUM CHARGE:  
If a transformer serves the security light only, a facilities charge of \$15.00 per month will be added to the above charges.

POWER COST ADJUSTMENT:  
Reference Wholesale Power Cost Flow Through Tariff.

TERMS OF PAYMENT:  
The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

RULES AND REGULATIONS:  
Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

---

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
1775 East Monroe  
P.O. Box 713  
Riverton, WY 82501

P.S.C. Wyo. No. 2  
Original Sheet No. 55

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SERVICE: Electricity

**SECURITY LIGHT SERVICE**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory.

**APPLICABLE:**

To all users where unmetered 120 or 240 voltage power is available.

**MONTHLY RATE:**

100 Watt High Pressure Sodium Light	@	\$ 8.50 per light, plus tax.
150 Watt High Pressure Sodium Light	@	\$12.62 per light, plus tax.
48 Watt LED Light	@	\$10.61 per light, plus tax.
72 Watt LED Light	@	\$21.22 per light, plus tax.

100 Watt	44 kWh per month per light.
150 Watt	59 kWh per month per light.
48 Watt LED	20 kWh per month per light.
72 Watt LED	30 kWh per month per light.

**MINIMUM BILL:**

If a transformer serves the security light only, a facilities charge of \$16.40 per month will be added to the above charges.

**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

**TERMS OF PAYMENT:**

The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

---

Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
1775 East Monroe  
P.O. Box 713  
Riverton, WY 82501

P.S.C. Wyo. No. 2  
Original Sheet No. 56

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SERVICE: Electricity

**RESIDENTIAL TIME OF USE (OFF-PEAK)**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory.

**APPLICABLE:**

Optional rate to residential Member-Owners qualifying to receive service under the "Single-Phase Service" tariff.

**TYPE OF SERVICE:**

Single phase, 60 cycle, at Cooperative's standard secondary voltage.

**RATE:**

Facility Charge:	\$30.00 per meter
Energy Charge:	
On-Peak Charge:	\$ 0.159807 per kWh
Off-Peak Charge:	\$ 0.069668 per kWh

**On-Peak Hours:**

Winter (October 1 to March 31 ):  
    6 A.M. to 12 P.M. and 5 P.M. to 10:30 P.M.  
Summer (April to September 30):  
    7:30A.M. to 10 P.M.

**Off-Peak Hours:**

All other hours throughout the year

**MINIMUM BILLING:**

The minimum monthly billing under this schedule shall be the Facility Charge or as stipulated in the contract for electric service.

**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

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Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

HIGH PLAINS POWER, INC.  
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Riverton, WY 82501

P.S.C. Wyo. No. 2  
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SERVICE: Electricity

**SPECIAL RATE OPTIONS**

**AVAILABILITY:**

All areas within High Plains Power's certificated territory to loads qualifying for the special rate offered by Tri-State Generation and Transmission Association, Inc.

**APPLICABLE:**

Special rate options may be applicable in conjunction with special rates offered by Tri-State Generation and Transmission Association to High Plains Power to facilitate economic development, and promote strategic load growth and retention.

**RATE:**

The specific rate for each qualifying load shall be set forth in detail in a contract between the Consumer and the Cooperative. All of the Cooperative's costs shall be recovered and there is no burden and some benefit to all of the Cooperative's Member-Owners.

**SPECIAL TERMS AND CONDITIONS OF SERVICE:**

A recording demand meter shall be installed at the point of delivery to Member-Owner.

**TERMS OF PAYMENT:**

The above charges are due by the 10th of every month following the date of the bill. If payment is not received by the 10th of the month following the date of the bill, the above charges plus any unpaid balance, shall be increased by one and one-half percent (1.5%) for each month that the bill is unpaid.

**RULES AND REGULATIONS:**

Service under this schedule is subject to the general rules and regulations of the Cooperative and to those prescribed by regulatory authorities.

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Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

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Riverton, WY 82501

P.S.C. Wyo. No. 2  
Original Sheet No. 58

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SERVICE: Electricity

**NOMINAL VOLTAGE LEVELS**

AVAILABILITY:

All areas within High Plains Power's certificated territory.

SECONDARY:

Single Phase: 120 Volts 2 wire, 120/240 Volts 3 wire, 480 Volts 2 wire

Three Phase: 240 Volts 3 wire, 480 Volts 3 wire;  
240/120 Volts 4 wire, 208Y/120 Volts 4 wire;  
480Y/277 Volts 4 wire, 480/240 Volts 4 wire.

PRIMARY:

The voltage of the Cooperative's nearest distribution line of adequate capacity, which voltage may be 7200, 12,470, 14,400 and 24,940 volts nominally.

TRANSMISSION:

The voltage of the Cooperative's nearest transmission line of adequate capacity, which voltage may be 69,000 and 115,000 volts nominally.

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Date Issued: September 30, 2016

Effective Date: \_\_\_\_\_

By: Marlene Morss

Title: General Manager

SERVICE: Electricity

**WHOLESALE POWER COST FLOW THROUGH**

<b>RATE</b>	<b>CURRENT RATE</b>
<b>Single Phase Service</b>	
Facilities Charge, per meter	\$30.00
Energy Charge, per kWh	\$0.108450
<b>Seasonal Service</b>	
Facilities Charge, per meter, Annual	\$30.00
Energy Charge, per kWh	\$0.108450
<b>Three Phase Service</b>	
Facilities Charge, per meter	\$40.00
Energy Charge, per kWh	\$0.118476
<b>Irrigation</b>	
Horsepower Charge, per installed HP per year	\$30.00
Energy Charge, per kWh	\$0.092968
<b>Large Power Under 500 kW</b>	
Facilities Charge, per meter per month	\$85.00
Demand Charge, per billing kW	\$7.00
Energy Charge:	
First 200 kWh, per kW per month, per kWh	\$0.093351
Next 200 kWh, per kW per month, per kWh	\$0.070210
Excess kWh	\$0.052854
Primary Level Service Discount, Demand & Energy Charge	2.0%0

RATE	CURRENT RATE
<b>Large Power Over 500 kW</b>	
<b><u>Transmission Level Service</u></b>	
Facilities Charge, per meter per month	\$225.00
NCP Demand Charge, per NCP billing kW	\$1.25
MCP Demand Charge, per MCP Billing kW	\$19.63
Energy Charge, per kWh	\$0.043395
<b><u>Distribution Substation Level Service</u></b>	
Facilities Charge, per meter per month	\$225.00
NCP Demand Charge, per NCP billing kW	\$1.75
MCP Demand Charge, per MCP Billing kW	\$19.90
Energy Charge, per kWh	\$0.043975
<b><u>Distribution Primary Level Service</u></b>	
Facilities Charge, per meter per month	\$225.00
NCP Demand Charge, per NCP billing kW	\$7.84
MCP Demand Charge, per MCP Billing kW	\$20.10
Energy Charge, per kWh	\$0.044432
<b><u>Distribution Secondary Level Service</u></b>	
Facilities Charge, per meter per month	\$225.00
NCP Demand Charge, per NCP billing kW	\$8.00
MCP Demand Charge, per MCP Billing kW	\$20.53
Energy Charge, per kWh	\$0.045375
<b><u>Security Light Service</u></b>	
175 watt Mercury Vapor Light, per month	
400 watt Mercury Vapor Light, per month	\$7.68
100 watt High Pressure Sodium, per month	\$14.17
150 watt High Pressure Sodium, per month	\$8.50
48 watt LED, per month	\$12.62
78 Watt LED per month	\$10.61
	\$21.22
<b><u>Single Phase Time-of-Use</u></b>	
Facilities Charge, per meter per month	\$30.00
Energy Charge, per On Peak kWh	\$0.159807
Energy Charge, per Off Peak kWh	\$0.069668



RATE	CURRENT RATE
<b>Standby and Supplemental Service</b>	
<b><u>Off-System</u></b>	
Member Charge, per Meter	\$225.00
Facilities Charge, per kW of Facilities Demand	\$0.75
MCP Demand Charge, per MCP Billing kW	\$19.34
On-Peak Energy Charge, per kWh – Winter	\$0.042040
<b><u>Transmission</u></b>	
Member Charge, per Meter	\$225.00
Facilities Charge, per kW of Facilities Demand	\$1.70
MCP Demand Charge, per MCP Billing kW	\$19.63
On-Peak Energy Charge, per kWh – Winter	\$0.042680
<b><u>Distribution Substation</u></b>	
Member Charge, per Meter	\$175.00
Facilities Charge, per kW of Facilities Demand	\$2.20
MCP Demand Charge, per MCP Billing kW	\$20.04
On-Peak Energy Charge, per kWh – Winter	\$0.043565
<b><u>Distribution Primary</u></b>	
Member Charge, per Meter	\$150.00
Facilities Charge, per kW of Facilities Demand	\$8.25
MCP Demand Charge, per MCP Billing kW	\$20.09
On-Peak Energy Charge, per kWh – Winter	\$0.4366

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## NET METERING SERVICE

### APPLICABLE:

To any Member-Owner that owns and operates a solar, wind or hydroelectric generating facility of not more than twenty-five (25) kilowatts that is located on the Member-Owner's premise, is interconnected and operates in parallel with the Cooperative's existing distribution facilities, and is intended primarily to offset part or all of the Member-Owner's own electrical requirements measured by the Cooperative at a Member-Owner's single metered point of delivery. Only the Member-Owner's electrical loads attached to and served by this single metering point shall be included in the calculation of net metering against any generation produced by the Member-Owner pursuant to the conditions in this tariff.

A generating facility that is not interconnected to the load side of the Member-Owner's said metered point of delivery for electric service shall not be applicable for service under this rate schedule. This schedule is offered in compliance with W.S.yoming Statute Ann § 37-16-101 to 104.

### AVAILABILITY:

This service shall be available to Member-Owners of High Plains Power, Inc. who agree to the requirements of this tariff.

### DEFINITIONS:

Net Metering means measuring the difference between the electricity supplied by the Cooperative and the electricity generated by an eligible Member-Owner-generator and fed back to the electric grid over the applicable billing period.

### MONTHLY BILLING:

The Electric Service Charge shall be computed in accordance with the Monthly Billing in the applicable standard service tariff.

### SERVICE CONDITIONS:

1. If the electricity supplied by the Cooperative exceeds the electricity generated by the Member-Owner, the prices specified in the Energy Charge section of the Monthly Billing of the applicable standard service tariff shall be applied to the positive balance owed by the Cooperative.
2. If the electricity supplied by the Member-Owner-generator exceeds that supplied by the Cooperative, the Member-Owner shall be billed for the appropriate monthly charges and shall be credited for such net energy with the kilowatt-hour credit appearing on the bill for the following month.
3. At the beginning of each calendar year, any remaining unused kilowatt-watt credit accumulated during the previous year shall be sold to the Cooperative at the avoided cost for the applicable calendar year. The kWh rate for the avoided cost shall be established by utilizing the "Energy Cost" component of the Cooperative's wholesale rate received from its supplier in the January billing of the previous calendar year. This rate shall remain in effect for the entire previous calendar year, unless the wholesale power supplier increases or decreases its rates to the Cooperative, in which case they will automatically apply.

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4. The Member-Owner is responsible for all costs associated with its facility, for all costs related to any modifications to the facility and for all costs related to any modifications to the facility that may be required by the Cooperative for purposes of safety and reliability.
  5. A Net Metering facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories.
  6. The Member-Owner shall, at its expense provide lockable switching equipment capable of isolating the net metering facility from the Cooperative's system. Such equipment shall be approved by the Cooperative and shall be accessible by the Cooperative at all times.
  7. The Cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metering facility, or for the acts or omissions of the Member-Owner-generator that cause loss or injury, including death, to any third party.

**POWER COST ADJUSTMENT:**

Reference Wholesale Power Cost Flow Through Tariff.

**RULES:**

Service under this Schedule is subject to the General Rules contained in the tariff of which this Schedule is a part, and to those prescribed by regulatory authorities.