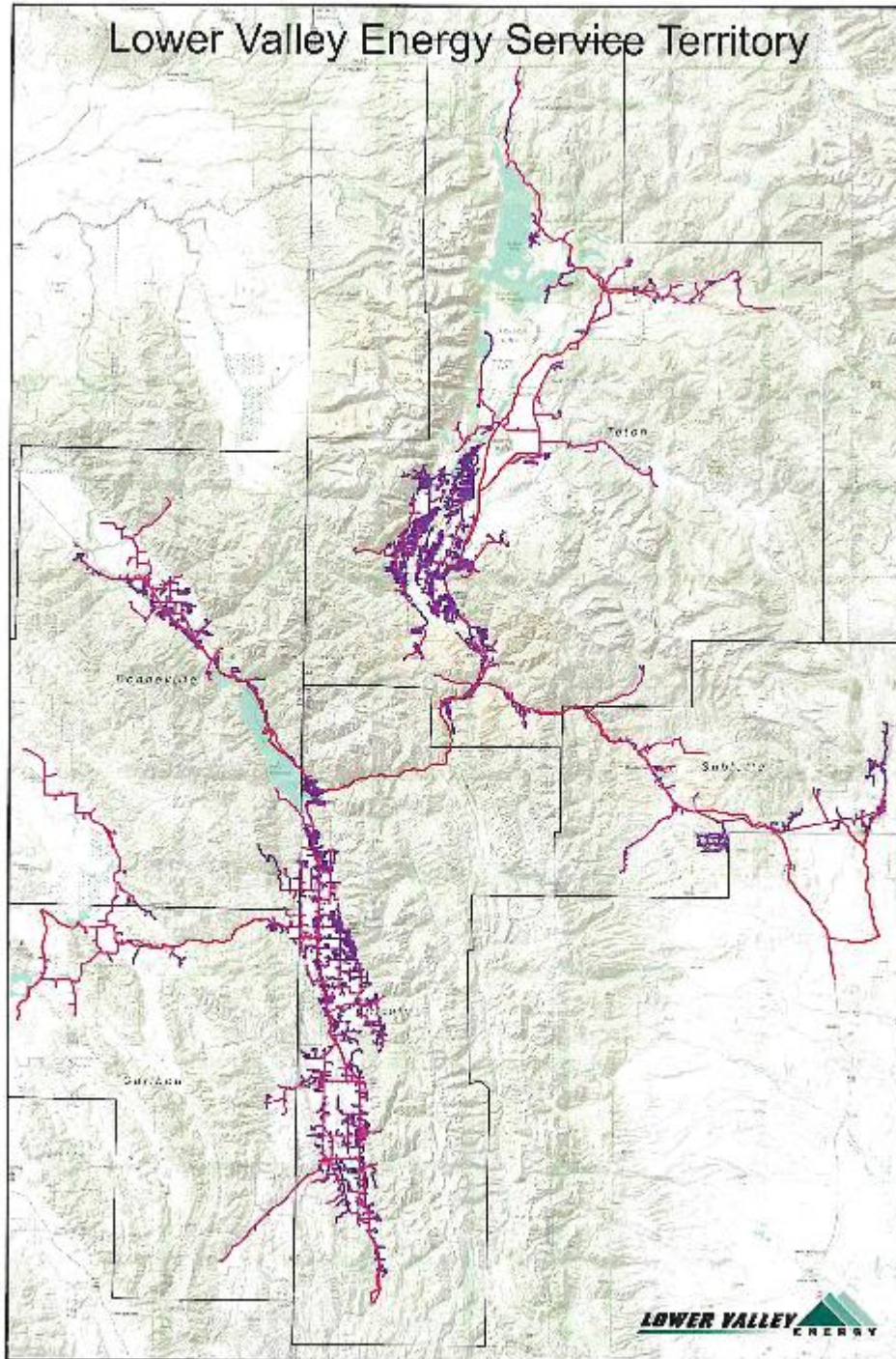


## **Lower Valley Energy, Inc.**

### **PSC WYO No. 5**

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**The Wyoming service territory starts at the South Entrance of Yellowstone Park and goes south to the top of Salt Creek Pass, west to the Idaho/Wyoming state line and east to Cora, Wyoming. We serve areas located in Teton, Lincoln and Sublette Counties.**



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By: /s/ James R Webb, President/CEO

**Rules and Regulations – Electric  
As filed with the  
Wyoming Public Service Commission**

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## SECTION I – PURPOSE

These Rules and Regulations apply to each and every member. They are a part of every contract for electric service made by Lower Valley Energy, Inc. (the Cooperative), unless modified by special terms written therein, and govern all classes of service in unison with tariffs filed with the Wyoming Public Service Commission.

Lower Valley is a Rural Energy Cooperative enterprise that is owned by its members. The Cooperative's purpose is to provide quality services to its members. It is the intent and purpose of the service and extension policies to ensure that all members of the Cooperative receive uniform and equitable consideration and treatment. The member is defined as the person or persons, partnership, corporation, or other entity that has the legal responsibility for payment of the bill for service.

## SECTION II – APPLICATION FOR SERVICE

1. Membership and Service: Each prospective member requesting electric service shall sign the Cooperative's Application for Membership. There is no membership fee.
2. Line Extension Contracts: When a new service or a service upgrade is requested, the member may be required to sign a service agreement. For new services to be installed on property not owned by the person requesting service, the contract shall be signed by the property owner or authorized representative.
3. Electric Service Types & Voltages available: Electric service available is 60-Hertz alternating current (AC), single-phase or three-phase:  
Overhead  
Single-phase, 120/240 volts                      Three-phase, 120/208 volts  
Three-phase, 120/240 volts                      Three-phase, 277/480 volts  
Underground  
Single-phase, 120/240 volts                      Three-phase, 120/208 volts  
Three-phase, 277/480 volts
4. Special Agreements: In the event of large or special investments required to provide service, an agreement with a special guarantee of revenue may be required.
5. Right to Refuse: The Cooperative may refuse to provide, expand or materially change service to a requesting member when:
  - a. The Cooperative does not have adequate facilities to render the service requested;
  - b. The requested service appears to be unsafe or likely to adversely affect service to another member; or

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- c. The requesting member is indebted to the Cooperative for damages to utility property or utility related charges previously rendered and satisfactory payment arrangements have not been made with the Cooperative.
  - i. If indebtedness for service rendered at a former location is in dispute, the requesting member shall be provided service at the new location upon complying with the Cooperative's deposit requirements and paying the amount in dispute. Upon settlement of the disputed amount, any balance due the member shall be refunded with accrued interest at the Commission Authorized Interest Rate, described in the Schedule of Fees.
  - ii. The Cooperative shall not refuse service to a new member because of debts of a previous Member at the same location.
  - iii. The Cooperative may refuse service due to unpaid line extension charges for facilities serving the location.

### **SECTION III – CLASSIFICATION OF MEMBER**

Service shall be classified for the purpose of determining the applicable rate schedule in accordance with the nature of the member's establishment.

1. Residential Service: A residential service shall be defined as service to a single private house, apartment, house trailer, flat or other living quarters occupied by a person or persons constituting a distinct household. It shall include any private garage adjacent to, connected with and used exclusively for residential use. The residential rate shall not apply where there is more than one distinct household being served through one meter.
2. Farm Service: A farm service shall be defined as service at one point of connection to a single farmhouse occupied by a person or persons constituting a distinct household, together with its adjacent farm buildings and barn equipment. If three-phase service is required on a farm, it shall be furnished in accordance with the applicable rate for three-phase service. In such cases, all farm and home usage may be included in the three-phase service, or if the member prefers, a separate service for single-phase may be installed.
3. Commercial Service: A commercial service shall be defined as service at a single point of connection to any business or institution.
4. Combination Residential and Commercial Service: A member having his residence and place of business on the same premises may receive service for both through a single meter which may be classified as residential if all three of the following conditions are met: (a) the floor area occupied by the business is less than fifty percent (50%) of the total area and (b) the estimated or metered electric consumption used by the business is

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less than fifty percent (50%) of the total kilowatt hours consumed each month and (c) if not more than one paid employee is employed in the business on the premises. All other combination residential/commercial services shall be classified as commercial. The member may choose to have two services, one commercial and one residential, provided the installation meets the National Electric Code and the Cooperative's service requirements. The multi-metered service entrance would be at the expense of the member, excluding the cost of the meter, which the Cooperative provides.

5. Change from One Rate Schedule to Another: If a Member is eligible for two (2) or more rate schedules, the Member may choose which rate schedule he or she prefers but must remain on the chosen rate schedule for a minimum of one year.
6. Members will have the option of prepayment for Residential and Farm service. Refer to Section III, Paragraphs 1-2.

## **SECTION IV – DEPOSIT**

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

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

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- e. The applicant or non-residential member is unable to pass the Cooperative's objective credit screen. In order to pass the objective credit screen, the applicant or non-residential member must fulfill one or a combination of the following:
    - i. Received 12 consecutive months of service from the Cooperative, with the undisputed portions of the 12 most recent bills paid in full when due;
    - ii. Have a favorable credit rating with a third-party credit reporting agency;
    - iii. Receive a favorable credit rating from the Cooperative's financial risk assessment tool; or
    - iv. Provide an acceptable letter of credit or business reference.
  - f. The request is for service at an address where a former member with an undisputed delinquent bill for service still resides or conducts business;
  - g. The applicant for service, or the member, has been brought within the jurisdiction of the bankruptcy court, or has had a receiver appointed in a state court proceeding, within the five-year period immediately preceding the request for service; or
  - h. The Cooperative has determined that it has a significant financial risk in continuing to provide service to a specific load or non-residential member. The Cooperative and member may attempt to reach a deposit agreement. If the Cooperative and member are unable to reach an agreement, the Cooperative shall file a confidential petition requesting expedited review and Commission approval prior to collecting the member deposit. The petition shall contain the basis for the Cooperative's determination, the amount of deposit sought and sufficient information for the Commission to contact the member.
2. The Cooperative shall not require a deposit as a condition of new or continued utility service based upon any criterion not specifically authorized by the Rules of the Commission.
  3. The required deposit shall not exceed the total amount of the member's estimated bill for three months of highest use based on the premises' monthly bills during the immediate previous 12-month period. If billing information for the immediate previous 12-month period is not available, the deposit described on the Schedule of Fees shall apply for residential Members. For all other Member classes, the deposit shall be based on anticipated service characteristics and anticipated load.
  4. The Cooperative shall retain records showing:
    - a. The name and address of each member making the deposit;

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- b. The date and amount of the deposit; and
  - c. Each accounting transaction concerning the deposit.
5. The Cooperative shall provide the member a non-assignable receipt or other record of deposit, showing the date and amount received.
6. The Cooperative shall calculate simple interest on deposits at the Commission Authorized Interest Rate, described on the Schedule of Fees. Interest shall apply only to deposits held for at least six months, but shall accrue from the initial date of deposit through the date the deposit is returned to the member.
7. The Cooperative may accept a written guarantee from an acceptable guarantor in lieu of a deposit to pay a Member's bill. After the Cooperative has verified the Member's identity, the Member shall agree to permit the Cooperative to provide the Member's account information to the guarantor upon the Member's default.

The Cooperative shall remove a guarantor when:

- a. The Member has received 12 consecutive months of service with no cause for discontinuation, bills have been paid when due and the Member passes an objective credit screen;
  - b. The guarantor has paid all amounts due for service through the date the Cooperative receives the request to terminate the guarantor agreement; or
  - c. An additional agreement with the Member is in place.
8. Deposits and any unpaid interest earned on deposits shall be applied as a credit to the member's bill, unless requested by the member to be refunded, when:
  - a. The accrued interest equals or exceeds \$10.00. The Cooperative shall apply the credit at least annually;
  - b. A residential member has received 12 consecutive months of service, with no cause to disconnect; and the member's bills have been paid when due;
  - c. A commercial or industrial member has received 12 consecutive months of service, with no cause to disconnect; the member's bills have been paid when due; and the member passes the Cooperative's objective credit screen; or
  - d. Service is discontinued. The Cooperative shall not require the member to provide the original receipt in order for the deposit to be returned. Any credit balance on the account after the deposit is applied shall be refunded to the member. If the

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Cooperative is unable to make the refund due to lack of knowledge of the member's location, additional interest shall 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).

## **SECTION V – MEMBER WIRING AND EQUIPMENT**

1. **Member Installation:** The member's service entrance equipment and wiring shall be installed in accordance with the current edition of the National Electrical Code or any state or governmental authority having jurisdiction.
2. **Code Compliance:** The Cooperative may discontinue service or refuse to make connection to the member whenever, in the Cooperative's judgment, such installation is not in compliance with these Rules and Regulations, Cooperative Standards, National Electric Code, National Electric Safety Code and other applicable local and state codes.
3. **Protective Equipment:** The Cooperative reserves the right to approve or require protective or other equipment on large loads or highly fluctuating loads that affect the quality of service to other members on the line.
4. **Location of Service:** The Cooperative reserves the right to approve the location of the meter and service entrance to provide easy access by Cooperative personnel for meter reading and maintenance.
5. **Limit of Responsibility:** The Cooperative shall install and maintain its lines and equipment on its side of the point of delivery but shall not be required to install or maintain any lines, equipment or apparatus except meters and meter accessories, beyond this point. The point of delivery is where the energy delivered to the member is metered.

## **SECTION VI – MEMBER RESPONSIBILITY**

1. **Compliance:** The member shall comply with all local and state inspection requirements for new services.
2. **Member Liability:** The member shall be responsible for the maintenance and safety of his or her wiring and equipment. The Cooperative shall not be liable for accidents or damage occurring to the member or to third parties because of contact with or failure of any portion of the member's installation.
3. **Changes in Member Wiring and Equipment:** The member is responsible for notifying the Cooperative in writing before any change is made in the size or location of his or her service.

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4. Protection by Member: It shall be the member's responsibility to provide suitable protective equipment such as fuses, circuit breakers and relays to adequately protect his or her equipment. If three-phase equipment is used, it shall be the member's responsibility to protect against phase failure, under or over voltage, phase rotation or reversal.
5. Tampering: If the meters or other property belonging to the Cooperative are tampered or interfered with, the member being supplied through such equipment shall pay the amount which the Cooperative estimates is due for service provided. The member shall be responsible for the cost of replacements and/or repairs.
6. Breaking Meter Seals: Member shall not break, cut or otherwise open the seal attached to the metering device without prior approval from the Cooperative.
7. Excavations: Members, their agents, or contractors shall notify One Call of Wyoming or Dig Line of Idaho at least two (2) full business days prior to beginning any excavation in the area of the Cooperative's underground electrical facilities. Members who fail to give required notice of intent to excavate shall be liable for all costs associated with repair or replacement of Cooperative facilities destroyed or damaged as a result of excavation along with any legally allowable penalties. The Cooperative shall provide location of its underground facilities upon request at no charge.

## **SECTION VII – CONTINUITY OF SERVICE AND RIGHT TO DISCONTINUE**

1. Unless otherwise ordered by the Commission, the Cooperative shall not terminate service to any member for violating the Cooperative's Rules and Regulations or for nonpayment of bills for service until the Cooperative has given at least seven calendar days' notice to residential members or three calendar days' to commercial or industrial members.
2. Notice shall be effective when a copy is provided to the member in person, by telephone after member verification, or received by U.S. mail at the member's last known mailing address. Receipt shall be assumed three business days after the notice was mailed. Additional notice may be provided electronically. The notice shall contain:
  - a. The name of the person whose account is delinquent and the service address to be discontinued;
  - b. The rule or regulation that was violated or the amount of the delinquent bill;
  - c. The effective date of the notice and the date on or after which service is to be discontinued;

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- d. The Cooperative's address and telephone number for information regarding how to avoid service discontinuation;
  - e. The names of agencies or organizations that have notified the Cooperative that they render assistance to eligible persons who are unable to pay their Cooperative bills; and
  - f. A statement advising the member how to contact the Commission if discontinuation is disputed.
3. For residential members, the notice shall inform the member that, if prior to the initial date for the discontinuation, the member provides the Cooperative with written verification from a health care provider responsible for the care of a member or his/her co-habitants stating that their health or safety would be seriously endangered if service were discontinued, the Cooperative shall extend the date for discontinuation set forth in the notice by 15 days (22 days total) to allow for bill payment.
  4. The Cooperative shall attempt to make actual contact with the member either in person or by telephone, after member verification, before discontinuing service during the cold weather period of November 1 through April 30.
  5. The Cooperative shall also provide notice of discontinuation or account delinquency to a third party if a member or person acting for the member has requested that the Cooperative do so after member identification verification. The right to request third-party notification does not create third-party liability for payment.
  6. The Cooperative may accept a written guarantee from an acceptable guarantor in lieu of a deposit to pay a members bill. After the Cooperative has verified the member's identity, the member shall agree to permit the Cooperative to provide the member's account information to the guarantor upon the member's default. If the member defaults, the Cooperative shall provide the discontinuation notice to any guarantor and member simultaneously. The guarantor's service shall not be subject to discontinuation as a result of the member's default.

The Cooperative shall remove a guarantor when:

- a. The member has received 12 consecutive months of service with no cause for discontinuation, bills have been paid when due and the member passes an objective credit screen;
  - b. The guarantor has paid all amounts due for service through the date the Cooperative receives the request to terminate the guarantor agreement; or
  - c. An additional agreement with the member is in place.
7. The Cooperative may discontinue service between 8:00 a.m. and 3:00 p.m., Monday through Thursday, without further notice when:

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- a. The notification period has elapsed and the delinquent account has not been paid;
  - b. Acceptable payment arrangements have not been made with the Cooperative; or
  - c. The Cooperative is not satisfied the member has ceased violating the Cooperative's rules and regulations.
8. The Cooperative shall not discontinue service for bill nonpayment:
- a. On a legal holiday or the day before;
  - b. During the period from December 24 through January 2, inclusive;
  - c. On any day the Cooperative cannot reconnect service;
  - d. If the member enters into an agreement with the Cooperative for payment of the delinquent billing over a reasonable time and the member complies with the payment arrangements;
  - e. If the member owes the Cooperative money due to a meter or other billing error and the member complies with payment arrangements;
  - f. At a previous address for a different class of service;
  - g. Of non-utility service or merchandise;
  - h. If a member is paying bills on time, even though a former member with an undisputed delinquent bill for service resides or conducts business at the same address;
  - i. If a Cooperative bill is in dispute and the member duly pays the Cooperative bill or bill portion that is not in dispute; or
  - j. If the temperature is forecasted by the National Weather Service or other reputable source to be below 32° F in the impending 48 hours, or if conditions are otherwise especially dangerous to health, and the member is:
    - i. Unable to pay for service in accordance with the Cooperative's billing requirements and is actively seeking government assistance or has exhausted such assistance; or
    - ii. Able to pay for service in installments only.

9. The Cooperative shall assist elderly and handicapped persons who are unable to pay their Cooperative bills with determining available government assistance.
10. The Cooperative may discontinue service to a member without advance notice for reasons of safety, health, cooperation with civil authorities, fraudulent use, tampering with or destroying Cooperative service facilities or member's failure to comply with Cooperative curtailment procedures during supply shortage.

The Cooperative shall not be liable for damages resulting from such interruptions or failure of service.

11. Upon a member's or legally authorized person's request, the Cooperative shall make reasonable efforts to terminate the member's service as requested. Before terminating service, the Cooperative shall inform the member of any additional charges for after-hours service discontinuation. The business hours and after-hours disconnection charge amount is shown on the Schedule of Fees.
12. A Service Limiter (SL) provides a temporary alternative to discontinuing electric service for non-payment by extending a controlled level of service to the delinquent member prior to service being discontinued. Capacity-rated limiters shall be a minimum size of 10 Amps. Time based limiters shall allow no fewer than 20 consecutive minutes per hour.

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

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

- a. The member's name;
- b. Date the SL was installed;
- c. Member operational instructions for the SL;
- d. Telephone number and address of the Cooperative; and
- e. Warning that service may be disconnected without further notification.

## **SECTION VIII – SERVICE INTERRUPTIONS**

1. The Cooperative will make all reasonable efforts to avoid interruptions of service and, when interruptions occur, shall re-establish service in a timely and safe manner. A

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major service interruption is defined as a sustained single feeder outage of two hours or longer to 500 or 50% of customers, whichever is fewer, or a single feeder outage to 25 or more customers for a period estimated to last eight hours or more.

2. The Cooperative will submit in January and July, to the WPSC, a written confidential list of contact names and telephone number to be used when a service interruption occurs. The list will be updated when changes take place.
3. The Cooperative will notify the WPSC of all planned major service interruptions at least 48 hours in advance, except in emergencies.
4. The Cooperative will make reasonable efforts to provide affected customers two business days' notice of a planned service interruption.
5. The Cooperative has mutual aid agreements with utilities located in Wyoming, Idaho and Montana.
6. The Cooperative will report within 30 days after the end of each calendar quarter all service interruptions greater than five minutes.
7. All reportable incidents that will or are likely to produce significant detrimental effects to Members, facilities or public safety shall be reported to the Commission within two hours of the incident by contacting the Commission's Service Interruption Reporting Telephone (SIRT) number. Reportable incidents are defined in Commission Rule Ch.3, Section 27.
8. The Cooperative will annually review its Service Interruption Reporting Plan. The Reporting Plan will be filed with the WPSC by May 1. If there are no changes to the plan, the Cooperative will notify the WPSC by letter no later than May 1.

## **SECTION IX – FEES FOR SPECIAL SERVICES**

1. Connect Fees: A connect fee shall be made whenever the billing for an existing service is changed to a different member and the cooperative is required to make a trip to the meter location to physically reconnect the service. The connect fee shall be added to the new member's first bill for that service. Refer to Schedule of Fees.
  - a. During Regular Working Hours: During regular working hours a charge shall be made for reconnecting the meter and for securing the reading and making the necessary changes in the billing record. There shall not be additional charges for multiple meters at the same location. Requests must be received by the Cooperative between 8:00 a.m. and 3:00 p.m. Monday through Friday, excluding holidays.
  - b. After Working Hours: After working hours, on Saturday, Sunday, holidays or when the serviceman cannot reasonably return to his normal office facility within regular working hours, there shall be an after-hours connect fee. Refer to Schedule of Fees.

2. Transfer Fees: A transfer fee, as shown on the Schedule of Fees, shall be made whenever the billing for an existing service is transferred into another member's name by obtaining a reading only. The Cooperative shall not offer after-hour transfers.
3. Returned checks: When checks are not paid by the customer's financial institution, there shall be a handling charge added to the member's electric bill. Refer to Schedule of Fees. The Cooperative may pursue recovery of costs incurred for collection agencies, attorney fees or costs of other related activities.
4. Collection of Delinquent Bills: The Cooperative may pursue recovery of costs incurred for collection agencies, attorney fees or costs of other related activities.
5. Smart Meter Opt-Out: When members elect to have a Smart Meter removed from his or her location, the member shall be charged, Refer to Schedule of Fees, for the Cooperative to manually read the member's meter whenever a meter reading is required. There shall not be additional charges for multiple meters at the same location.

## **SECTION IX – RESALE OF SERVICE**

All purchased electric service on the premises of the member shall be supplied exclusively by the Cooperative, and the member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service, or any part thereof.

## **SECTION X – METERS**

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

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

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

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

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

3. Meter Location: The meter may be installed on a pole, pedestal or the service structure in compliance with National Electric Safety Code (NESC) and National Electric Code (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 shall minimize interference and inconvenience to the member and Cooperative. Under no circumstances shall any meter be removed or relocated except by authorized the Cooperative personnel.

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

4. Meter Tests: If a member requests a test of the accuracy of the Cooperative's meter used on the member's premises, the following provisions shall apply:
  - 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. The Cooperative shall notify the member of the time when the Cooperative shall conduct the test so the member or the member's representative may be present.
  - b. If the meter has been tested within 12 months, the Cooperative shall notify the member the cost to perform the test. Upon receipt of payment, the Cooperative shall notify the member of the time when the Cooperative shall conduct the test so the member or the member's representative may be present.
  - c. The Cooperative shall promptly advise the Member of the test results.

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

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



5. Meter Test Program

a. Lower Valley Energy is a public utility as defined in W.S. § 37-1-101(a)(vi)(C) and, as such, is subject to the Commission's jurisdiction under W.S. § 37-2-112.

b. Lower Valley Energy's program will statistically verify meter accuracy according to the American National Standards Code ANSI C12.1 for testing, and the American National Standard Sampling Procedures and Tables for Inspection by Variables for Percent Nonconforming (ANSI/ASQ Z1.9-2008) for sampling. All in-service billing/revenue meters in the Lower Valley Energy service territory will be divided into homogeneous test groups based on date of purchase, and service area. A random sample from each such group will be selected, tested and statistically analyzed in accordance with ANSI/ASQ Z1.9-2008, Tables A-1, A-2, E-2, and B-3, for a double specification limit, variable unknown and standard deviation method with a 2.5 acceptance quality limit value for upper and lower specification limits combined (Inspection level II and Normal Inspection). The statistical sampling program conforms to the guidelines provided by ANSI and the Tables for Inspection by Variables for Percent Non-Conforming (ANSI/ASQZ1.2008). Based on analysis of Company historical test data for electronic meters and recommendations in ANSI Standards C12.1-2008, the random test sample program as described will begin in the 16th year of meter service and continue thereafter. Meters will be considered accurate for billing purposes if they register within +/- 2% under test conditions in accordance with ANSI 12.1-2008 Section 5.1.2.2, and state and local regulations.

The Program requires:

- i. 100% testing of all meters by the manufacturer prior to shipment to Lower Valley Energy;
- ii. Quality assurance testing by Lower Valley Energy upon receipt of meters; 100% testing of all meters returned from service;
- iii. Monitoring of all in-service meters for performance through daily reads;
- iv. Monitoring of customer usage abnormalities on a daily and weekly basis; and Random Sample testing of meters starting in the 16th year of service and based on service area.

c. Those meters that pass the accuracy test shall be sent back to the Cooperative's stock for future installations.

d. Those meters not passing the accuracy standard shall be disposed of.

e. Lower Valley will keep all test results for the life of the meter.

f. Lower Valley will verify its testing practices to be compliant with the Wyoming Public Service Commission Rules.

6. Temporary Service for Construction: The Cooperative shall offer temporary meter loops to members, which may be used during construction of a home or business to be served by the Cooperative. Such meter loops shall be constructed in accordance with the National Electrical Code and shall include a standard 4-wire, 220 volt and 110 volt outlets. Lower Valley crews shall install and remove a temporary meter loop at the request of the member. Prior to installation, the member shall purchase the temporary meter loop from the Cooperative. If construction is completed within one year, the Cooperative shall purchase the temporary meter loop back. If the member has altered the wiring of the meter loop, the Cooperative shall not buy the meter loop back.
7. Types of Metering: Services up to 300 amperes and under 600 volts shall be a self-contained meter and socket. Services over 300 amperes shall use current transformers (CT). The CT cabinet size and design shall be approved by the Cooperative prior to installation. The CT cabinet and rigid conduit shall be furnished by the member.
8. Cooperative Provided Equipment: The Cooperative shall furnish all current transformers, meters, single meter bases and wiring between current transformers and meter bases. Meter bases shall be made available at the Cooperative offices. Multiple meter bases for installation on condominiums, apartment buildings and other multiple service installations and pedestals for trailer parks shall not be furnished by the Cooperative. However, all member-furnished meter bases shall comply with the Cooperative's meter base specifications and shall not be energized until approved by the Cooperative. Such approval must include inspection by the Cooperative prior to energizing to ensure compliance. The Cooperative shall install current transformers, meters and the wiring between. The member shall furnish and install all rigid riser conduit and CT cabinets. The member shall also install Cooperative provided meter sockets.
9. Marking Multiple Meters: On buildings where multiple meters are located to provide service to individual apartments, offices or rooms, each meter socket shall be plainly and permanently marked by the owner to identify each meter appropriately.

## **SECTION XI – BILLING AND METER READING**

1. Each meter shall be read by the Cooperative authorized personnel at a minimum of monthly intervals, as nearly as possible on the corresponding day of each month. Bills shall show the meter readings at the beginning and end of the billing period, the date of the meter readings, the units consumed, the class of service and other information necessary to enable the member to readily re-compute the amount of the bill. Each bill shall bear upon its face the date of the bill and the latest date it may be paid without penalty.
2. An estimated reading may be utilized if a reading cannot be obtained or if it is not feasible to read the meter. Estimated meter readings or budget billing shall be clearly identified on

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the bill. The amount of such an estimated bill shall be adjusted as necessary when the next actual reading is obtained.

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

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

4. Failure to Receive a Bill: Failure to receive a bill shall not entitle the member to any discount or to the refund of any charge for non-payment within the time specified.
5. Level Pay Billing: Residential or single-phase commercial accounts paid current may elect to use the level billing plan.
  - a. The plan requires a monthly payment of the average of the most recent twelve (12) months' usage.
  - b. At the end of twelve (12) months, the actual usage shall be compared to the level usage. The difference, either positive or negative, shall be added to the previous twelve (12) months' usage to estimate the next twelve (12) months' usage. The difference between the amount billed and the actual usage shall be recovered over the next twelve (12) months by adjusting the level amount. Members on this plan shall be notified by their monthly bill of the new level amount.
  - c. The member may elect to terminate Level Pay Billing at any time by notifying the Cooperative and by paying in full the entire outstanding amount of the account.
  - d. Should a member on Level Pay Billing allow his or her account to become delinquent, level billing shall be canceled and all future bills issued shall be for actual usage.
  - e. A member discontinuing service while participating in Level Pay Billing shall be required to pay for all electric service rendered to the date of discontinuation.
  - f. If the member is removed from Level Pay Billing for any reason, the member shall not be eligible to participate in the plan again for one year without approval of Cooperative management.
6. Overcharges: In accordance with Wyo. Stat. § 37-2-218, if the Cooperative charged, collected or received any rate or rates in excess of the rates fixed in the Cooperative's

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tariff, the Cooperative shall immediately refund to the member the difference between the rates fixed in the tariff and the rates charged, collected or received.

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

## **SECTION XII – CONNECTION & DISCONNECTION**

1. Electric service is to be connected and disconnected only by authority of a member who has signed a membership application and paid the applicable deposit to the Cooperative. Reconnects must be authorized by a member, an attorney in fact, or authorized agent. Any authorized signer on a joint membership may execute documents. Any individual using service at a new location without first notifying the Cooperative to read the meter shall be held responsible for any usage supplied at that location from the last meter reading. The member shall give notice of his or her intent to discontinue service and shall be responsible for electric consumption until the meter is read and disconnected or transferred. Landlords or managers of rental units shall sign a separate contract authorizing the Cooperative to reconnect the service between renters.
2. When service has been discontinued for violation of the Cooperative's Rules and Regulations, nonpayment of bills or fraudulent use of service; and the member desires the service to be reconnected, the Cooperative may require the member to pay in full all bills due for service rendered up to the date service was discontinued, plus the reconnection charge. The Cooperative may elect to accept a payment arrangement with the member. Upon satisfaction of reconnection requirements, the Cooperative shall restore service as soon as practicable. If a member requests reconnection of service on a weekend, on a holiday or outside the hours of 8 a.m. and 3 p.m. of a regular work day; the Cooperative shall inform the member of the additional charge for after-hours reconnection before the Cooperative performs the reconnection. The Cooperative shall not charge to reconnect service when discontinuation was improper.
3. The reconnection charge amounts are shown on the Schedule of Fees.

## **SECTION XIII – LINE EXTENSION AND EXPANSION**

1. Terms and Conditions: Depending on availability and capacity, the Cooperative's distribution system shall be extended to supply new members or expanded to increase capacity for existing members. Any extension or expansion shall require a written

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application, agreement and possibly right-of-way easements and payment prior to work commencing.

The member must pay the following costs to the Cooperative:

Basic Cost  
- Cost Reductions  
+ Exceptional Costs  
+ Share of Previous Extension  
  
=Extension Cost

- a. Basic Cost is the cost of the primary distribution system, transformer and secondary facilities required to serve the member. The meters and single meter bases used by the Cooperative for billing purposes are provided at no cost to the member. The calculation of the estimated basic cost is based upon the most recent previous work order costs for similar construction.
  - b. Cost Reduction is a decrease of the basic cost if the Cooperative uses lower-cost construction methods or allows the member to do some of the work. Cost reductions relating to member provided work or materials must be authorized by or pre-arranged with the Cooperative prior to construction.
  - c. Exceptional Cost is the cost of unusual construction such as any of the following:
    - i. Trenching costs in excess of dirt trench
    - ii. Boring under roads or paved areas
    - iii. Pavement or curb removal and replacement
    - iv. Restoration of property in excess of reseeding or the replacement of sod and general cleanup
    - v. Landscaping
    - vi. Tree or brush removal
    - vii. Right-of-way easements
    - viii. Permits
    - ix. Construction work on energized lines
    - x. Facilities longer, deeper, or larger than deemed appropriate by the Cooperative
    - xi. Other unusual construction
    - xii. Excessive environmental cost
    - xiii. Conversion from overhead to underground lines
2. Shared Cost: When there is more than one member the payment shall be divided as described under Share of Previous Extension below. Payment of the amount shall be included in the agreement between the Cooperative and the member and shall not entitle the member to the usage of any electricity or other services in return. Payment must be

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made prior to commencement of construction. Regardless of any payments made by the member, ownership of the line extension shall remain with the Cooperative.

- a. Share of Previous Extension applies only to primary distribution less than five (5) years old. If part of a previous line extension is used to serve a new member, the new member must pay a prorated portion of the previous extension cost, based on the portion of the extension to be used to serve the new member. The amount paid by the new member shall be refunded to existing member(s) in relation to their share of the primary distribution.

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

EXCEPTION: If the refund to an existing member is less than \$100 each, the new member shall not be required to pay that share and the existing member shall not receive a refund. The agreement shall continue in force from the date service is made available by the Cooperative for a period of five (5) years.

- b. Upon the request of the member, additional services and meters may be installed by the Cooperative to serve secondary at the same location.
  - c. When a base distribution system is provided for a land development project, the developer shall be required to pay the total estimated cost prior to beginning construction. There shall be no refund of this payment to the developer when service is installed to the individual meter(s).
3. Temporary Service: Furnishing of temporary service is contingent upon the availability of sufficient capacity at the point of delivery. Monthly billing shall be in accordance with the terms of the applicable schedule. The minimum billing period is one month.
  4. Engineering Non-Refundable Fee: Members requesting design of a line extension/new service may be charged a non-refundable engineering fee for each line extension/new service request. See the Schedule of Fees. If the member elects to move forward with construction of the line extension/new service, the fee shall be applied to the member's contribution in aid of construction.
  5. Advance Payment: Where it is necessary for the Cooperative to extend lines, install transformers, increase capacity of any part of its system, or do other work, the member shall pay in advance the estimated cost. Credit for any salvage value of recovered material shall be subtracted from the project cost.

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## **SECTION XIV – RELOCATION & REPLACEMENT**

The member is responsible for the estimated costs for relocating or replacing an existing line. Charges are based on the estimated cost of installation and removal (up & down cost), plus the cost of materials. Member shall pay the estimated cost in advance for the work to be done.

## **SECTION XV – RIGHT-OF-WAY**

1. **Authorize Access:** Duly authorized representatives of the Cooperative shall have the right to enter and leave the premises of the member at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing the Cooperative's meter or other Cooperative property.
2. **Cost and Charges:** Service to members is subject to all terms and conditions included in right-of-way easements or permits required to provide service. The member shall reimburse the Cooperative for any and all special or rental charges that may be made for such rights required by the permit or agreement.
3. **Procurement by Member:** When a line extension must be constructed to provide service to a member, that member may be required to secure for the Cooperative all necessary and convenient right-of-way easements and to pay the cost involved.
4. **Delays:** Applications for service for a line extension to be constructed, where a right-of-way is not owned by the Cooperative, shall be accepted subject to delays incident to obtaining a satisfactory right-of-way.
5. **Applicable Law:** The member and Cooperative shall conform their actions to applicable law on right-of-way easements and shall have remedies consistent with such law or regulations.

## **SECTION XVI – IDLE SERVICE**

Idle service is defined as a service that has been disconnected and has produced no revenue for a period of 12 months. At the end of the 12-month period, the member shall be notified by certified mail, return receipt requested, to the last known address of the options concerning the idle service with 30 days in which to respond. If no response is received within the 30-day period, then transformers, meters or other facilities may be removed at the Cooperative's discretion.

Retired service facilities shall be rebuilt upon request under the existing line extension policies in effect for new service as filed with the Wyoming Public Service Commission.

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SCHEDULE OF FEES

1. Security Deposits	
Maximum	Three-months Highest Billing
Maximum for a Location without Usage History (Residential)	\$300
Maximum for a Location without Usage History (All Other)	Three-months Estimated Based on Design of Service
2. Returned Check Charge	\$25.00
3. Transfer, Connect, Reconnect & Disconnect Charges	
Transfer Fee	\$10.00
Connect/Reconnect Fee 8:00 a.m. – 3:00 p.m. M-F	\$55.00
After-Hours Connect/Reconnect/Disconnect Fee 3:00p.m. – 8:00am M-F and 24 hours per day on weekends and holidays	\$190.00
4. Smart-Meter Opt Out Fee per Manual Reading	\$55.00
5. Meter Test Requested by Member	
One in 12 Months	No Charge
Each Additional Test for the same meter within 12 Months	\$115
6. Late Payment Charge	1.5% of Undisputed Delinquent Balance
7. Credit Check Charge	
Residential	\$5.00
Commercial	\$19.00
8. Deposit Interest Rate	As established by the Wyoming Public Service Commission <a href="http://psc.state.wy.us/">http://psc.state.wy.us/</a>
9. Non-Refundable Engineering Fee	\$200.00

The Cooperative may file an application with the Wyoming Public Service Commission to change these fees and charges.



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### Rate Summary Sheet

Classification	Facility Charge	Energy Charge	Demand Charge	*GTNP Energy Charge	*GTNP Demand Charge
Schedule R-1	\$16.00 per month	\$0.05604	N/A	\$0.06305	N/A
Schedule RP-1	\$0.63 daily	\$0.05604	N/A	N/A	N/A
Schedule C-1	\$16.00 per month	\$0.05868	N/A	\$0.06602	N/A
Schedule C-2	N/A	\$0.03900	\$6.91	\$0.04388	\$7.77
Schedule I-1	\$16.00	\$0.05868	N/A	N/A	N/A
Schedule I-2	N/A	\$0.03900	\$6.91	N/A	N/A
Schedule NM	N/A	\$0.03467	N/A	\$0.03067	N/A

### Street and Yard Light Service Schedule L-1

Size	Monthly Charge	*GTNP Monthly Charge
100W SV	\$9.02	\$10.15
175W MV	\$10.74	\$12.08
200W SV	\$13.74	\$15.46
250W SV	\$14.887	\$16.73
400W MV	\$18.47	\$20.78
400W SV	\$18.47	\$20.78
LED	\$9.02	\$10.15

\*GTNP = Grand Teton National Park

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SCHEDULE R-1  
FARM AND RESIDENTIAL SERVICE

**APPLICABLE:** To farm and residential loads within the Cooperative's service area, subject to the established rules and regulations of the Cooperative and Regulatory Authorities.

**AVAILABLE:** To Members that receive service through one meter for each household consisting of an individual family of one or more persons.

**TYPE OF SERVICE:** Single phase, 60 hertz, at approximately 120/240 volts.

**MINIMUM CHARGE:** Refer to the Rate Summary Sheet for the amount of the monthly facility charge.

**TERMS OF PAYMENT:** Interest at the rate of 1.5% per month will be added to any undisputed balance not paid by the due date printed on the bill.

**RULES AND REGULATIONS:** Member will, when indicated on bill stub, mark the reading of their meter and return to the Cooperative office or enter the reading on the Cooperative's web site within eight days from the meter reading date marked thereon.

**PREPAYMENT AND ANNUAL BILLING:** Members wishing only one bill each year may do so following the provisions below:

The annual minimum bill shall be \$192.00. The minimum bill, the estimated total bill or the contract minimum, whichever is greater, shall be paid in advance. A discount of 2.5% on the energy charge will be allowed for prepayment. Variations between estimated and actual total bills will be reconciled at the end of twelve months when the next annual estimated bill is due.

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SCHEDULE RP-1  
PREPAID POWER RESIDENTIAL SERVICE –

**APPLICABLE:** To residential loads within the Cooperative's service area, subject to the established rules and regulations of the Cooperative and Regulatory Authorities.

**AVAILABLE:** To Consumers that receive service through one meter for each household consisting of an individual family of one or more persons, have signed a Prepaid Service Agreement, have paid a \$50 In-Home Display (IHD) Equipment deposit, and have prepaid at least \$50 toward power.

**TYPE OF SERVICE:** Single phase, 60 hertz, 200 amp service at approximately 120/240 volts.

**LIMITATIONS:** Service rendered under this Schedule is subject to all the rules and regulations of this tariff and general rules and regulations of the Cooperative.

Service under this schedule is not available: (1) to any Member who has designated a third party to receive notification of any pending termination notices; (2) to any Member renting or leasing property which has a landlord authorization requiring landlord notification of disconnect, unless said landlord authorizes the Member's participation in writing; (3) to any Member who has a life support system in their home.

The Cooperative will furnish, maintain, and own all the prepaid power equipment including the in-home display and meter which the Cooperative shall install.

**PREPAID POWER RATE OPTION:**

Refer to the Rate Summary Sheet for current rates.

Taxes: Franchise and sales taxes, as applicable

**MINIMUM CHARGE:** The minimum daily charge shall be the Member Facility Charge, plus any applicable taxes (franchise and sales).

**TERMS OF PAYMENT:** Payment for service shall be made in advance. At such time as the value of the service consumed equals the value of advanced purchases, the Member will have until 11:00 a.m. the following morning (Monday through Friday, excluding holidays) to make additional payment to the Cooperative. If no payment is received by the Cooperative by that time, electric service is subject to immediate disconnection from the Cooperative until additional purchases by Member are made. Inclement weather and/or medical conditions will not postpone disconnection. Disconnected Members will be required to establish a positive credit balance of at least \$20 before being reconnected. The Cooperative shall attempt to make actual contact with

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the member either in person or by telephone, after member verification before discontinuing service during the cold weather period of November 1 through April 30.

Prepay accounts are not eligible for payment arrangements. Energy assistance will not be applied until it is received as payment on account.

Should the electric service be disconnected caused by Member's electrical usage having consumed the entire value of the advanced payment, the Member Facility Charge will continue to be accumulated on Member's account and will be deducted from the Member's next advanced payment purchase for electric service. Disconnection for reasons of non-payment does not release Member from their obligation to pay the Member charge. After 30 days the account will be considered an inactive account and will be processed as a new account if reconnect of service at the location is requested.

In the event Member has indebtedness with the Cooperative for service previously provided, the Cooperative may allow, at its sole option, for Member to pay the indebtedness or portions of the indebtedness by deducting a portion or all of the indebtedness as a percentage of each prepaid service purchase made thereafter until the indebtedness is satisfied.

In the event Member has an electric service deposit with the Cooperative at the time Member elects to take service under this Schedule, a refund will be issued for the deposit plus applicable interest less the IHD Equipment Deposit and all outstanding indebtedness. Any amount of the deposit and interest in excess of the outstanding indebtedness will be applied as a credit on Member's account.

Prepaid service is optional; therefore members can switch to traditional service options at any time.

SCHEDULE C-1  
SMALL COMMERCIAL

**APPLICABLE:** To commercial members and general service members not covered by other rate schedules which are within the Cooperative's service area and whose metered demand is less than 50 kW for at least ten of the previous twelve months, subject to the established Rules and Regulations of the Cooperative and Regulatory authorities.

**AVAILABLE:** To members at one metering point. A separate metering point shall be provided for each voltage and phase classification.

**TYPE OF SERVICE:** Single or three-phase, 60 hertz, at available secondary voltages.

**MINIMUM MONTHLY CHARGE:** Refer to the Rate Summary Sheet for the amount of the monthly facility charge and the current energy charge.

**TERMS OF PAYMENT:** Interest at the rate of 1.5% per month will be added to any undisputed balance not paid by the due date printed on the bill.

**RULES AND REGULATIONS:** Motors up to and including 25 HP are to be provided with good line starting equipment as recommended by the various manufacturers. Motors in excess of 25 HP shall be provided with an adequate reduced voltage starting switch to limit the starting current unless otherwise approved in writing by the Cooperative. The Cooperative's Engineering Department reserves the right to approve or disapprove all installations.

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SCHEDULE C-2  
LARGE POWER SERVICE

**APPLICABLE:** To members within the Cooperative's service area whose metered demand is 50 kW or greater for any three of the previous twelve months subject to established Rules and Regulations of the Cooperative and Regulatory Authorities.

**AVAILABLE:** To members at one metering point. A separate metering point shall be provided for each voltage and phase classification.

**TYPE OF SERVICE:** Single, two, or three-phase, 60 hertz, at available secondary voltages.

**DETERMINATION OF BILLING DEMAND:** The billing demand will be the maximum kW demand established by the member for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.

**POWER FACTOR:** The member agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor during the member's daily peak demand is less than 90%, the demand for billing purposes will be increased 1% for each 1% by which the power factor is less than 90% lagging.

**MINIMUM MONTHLY CHARGE:** The minimum monthly charge shall be the highest of the following:

1. \$30.00
2. The Demand Charge
3. The Contract Minimum Charge

In the event of a contract minimum, the member shall be entitled to the number of kilowatt hours corresponding to the amount of the contract minimum.

**TERMS OF PAYMENT:** Interest at the rate of 1.5% per month will be added to any undisputed balance not paid by the due date printed on the bill.

**RULES AND REGULATIONS:** Motors up to and including 25 HP are to be provided with a good line starting equipment as recommended by the various manufacturers. Motors in excess of 25 HP shall be provided with an adequate reduced voltage starting switch to limit the starting current unless otherwise approved in writing by the Cooperative.

SCHEDULE I-1  
SMALL IRRIGATION SERVICE

**APPLICABLE:** To irrigation loads whose metered demand is less than 50 kW, within the Cooperative's service area, subject to the established rules and regulations of the Cooperative and Regulatory Authorities.

**AVAILABLE:** To irrigation members with metered demand under 50 kW.

**TYPE OF SERVICE:** Single or three-phase service, 60 hertz, at available secondary voltage.

**MINIMUM MONTHLY CHARGE:** Refer to the Rate Summary Sheet for the amount of the minimum monthly facility charge and the current energy rate.

**TERMS OF PAYMENT:** Interest at the rate of 1.5% per month will be added to any undisputed balance not paid by the due date printed on the bill.

**RULES AND REGULATIONS:** Motors shall be provided with good line starting equipment as recommended by the various manufacturers. Motors in excess of 25 HP with across the line starting may be permitted, but must first be approved in writing by the Cooperative before installation.

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SCHEDULE I-2  
LARGE IRRIGATION SERVICE

**APPLICABLE:** To irrigation loads whose metered demand is 50 kW or greater, within the Cooperative's service area, subject to the established rules and regulations of the Cooperative and Regulatory Authorities.

**AVAILABLE:** To irrigation members with metered demand of 50 kW or greater.

**TYPE OF SERVICE:** Single or three-phase service, 60 hertz, at available secondary voltage.

**MONTHLY RATE:** Refer to the Rate Summary Sheet for the amount of the minimum monthly facility charge, demand and the current energy rate.

**TERMS OF PAYMENT:** Interest at the rate of 1.5% per month will be added to any undisputed balance not paid by the due date printed on the bill.

**RULES AND REGULATIONS:** Motors shall be provided with good line starting equipment as recommended by the various manufacturers. Motors in excess of 25 HP with across the line starting may be permitted, but must first be approved in writing by the Cooperative before installation.

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SCHEDULE L-1  
STREET AND YARD LIGHT SERVICE

**APPLICABLE:** To area lighting loads within the Cooperative's service area, subject to the established rules and regulations of the Cooperative and Regulating Authorities.

**AVAILABLE:** To all members.

**TYPE OF SERVICE:** Single phase, 60 hertz, at approximately 120 or 240 volts.

**RATE:** Refer to the Rate Summary Sheet for the street and yard light rates.

The charges apply to lamps mounted on brackets on existing poles of the Cooperative and where no additional poles or transformers are required for yard lighting circuits. Should additional poles or transformers be required to serve a light, the Cooperative's extension policy shall be applied and the monthly charge will be adjusted accordingly for the duration of the contract.

**MINIMUM BILL:** Monthly charges as indicated above.

**TERMS OF PAYMENT:** Interest at the rate of 1.5% per month will be added to any undisputed balance not paid by the due date printed on the bill.

**RULES AND REGULATIONS:** Street and yard lighting luminaries selected by the Cooperative including lamps, fixtures, time switch and the necessary overhead lighting circuits, transformers and additional guys and fitting will be furnished and installed by the Cooperative, and the Cooperative will retain ownership of same. Lamp replacements will be made by the Cooperative.

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SCHEDULE NM – NET METERING

AVAILABLE:

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

TYPE OF SERVICE:

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

AVOIDED COST REFUND:

At the end of the 12 month billing period, any unused kilowatt hour credit accumulated during the previous 12 months shall be sold to LVE at the current avoided costs for the applicable calendar year and rate schedule. Refer to the Rate Summary Sheet for the current avoided cost.

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