

Carbon Power & Light, Inc.  
100 East Willow Street  
PO Box 579  
Saratoga WY 82331-0579

Original Sheet No. 1

Cancels Wyoming PSC No. 4 Sheet No. 1

**RULES AND REGULATIONS OF SERVICE**

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By \_\_\_\_\_

Title General Manager

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- 1. Single Primary Cable Installation Waiver

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## SCHEDULE OF FEES

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### Purpose

This Schedule lists charges referred to in the Rules and Regulations of Service.

### Available

In all territory served by the Cooperative in Wyoming.

### Applicable

For all consumer/members of the Cooperative in Wyoming.

### Charges

- |    |   |   |                         |
|----|---|---|-------------------------|
| 1. | <u>Security Deposits</u>                |   | (Section III, page 8R)  |
|    | Maximum                                 | Three month <u>highest</u> average electric billing of the previous 12-month period.  |                         |
|    | <u>Minimum</u>                          | \$120.00  | (Section III, page 8R)  |
| 2. | <u>Interest on Deposits</u>             |   | (Section III, page 8R)  |
|    |   | The most recent interest rate approved by the Commission will be paid per annum on security deposits held for more than six months) |                         |
| 3. | <u>Returned Check Charge</u>            |   | (Section III, page 9R)  |
|    |   | \$30.00   |                         |
| 4. | <u>Connect Fee</u>                      |   | (Section III, page 10R) |
|    | Normal Business Hours                   | \$25.00   |                         |
|    | All Other Times                         | \$100.00  |                         |
| 5. | <u>Meter Test Requested by Consumer</u> |   | (Section III, page 11R) |
|    | First Test                              | No Charge   |                         |
|    | Second Test                             | \$25.00   |                         |
|    | (Same calendar year)                    |   |                         |
| 6. | <u>Late Payment Charge</u>              |   | (Section III, page 14R) |
|    |   | 1.5% of Delinquent Balance (State law)  |                         |

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### SCHEDULE OF FEES

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9. Charge for Collection of Delinquent Bills \$40.00 per trip (Section III, page 16R)
10. Charge to Install Service Limiting Device \$30.00 (Section III, page 17R)
11. Charge for Restoring Service (Section III, page 22R)  
(Accounts Disconnected for Non-Payment)  
Normal Business Hours \$40.00  
All Other Times \$100.00
12. Temporary Service (Meter Installation Only) (Section III, page 26R)  
\$50.00 plus electrical usage
13. Temporary Service (Construction) (Section V, page 41R)
14. Relocation of Cooperative Facilities (Section III, page 26R)  
Actual costs
15. Relocation of Security Light (Section III, page 27R)  
Actual costs
16. Idle Services (Section III, page 27R)  
Option 1 - Advance per annum payment of 75% of monthly Service Charge.  
Option 2 - Leave service energized and pay actual monthly minimum Service Charge.
17. Standard Line Extension (Refer to Sections V through VII)  
Electric Facilities Allowance **\$1,500 or \$41.67 per month for 36 months.**  
Interest Rates **7%**
18. Engineering and Estimation Fees (Refer to Section V, page 43R)  
(Projects Exceeding \$25,000.00)

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## **RULES AND REGULATIONS OF SERVICE**

### **SECTION I**

#### **GENERAL STATEMENT**

##### **PURPOSE OF RULES AND REGULATIONS OF SERVICE**

These Rules and Regulations of Service shall govern the supplying and taking of electric service in such a manner as will secure for each Member-Owner the greatest practicable latitude in the enjoyment of his service that is consistent with good practice and safety to other Member-Owners and to the Carbon Power & Light, Inc. (Carbon). They supersede and cancel all previous regulations pertaining to the supplying and taking of Carbon's electric service.

##### **APPLICATION OF RULES AND REGULATIONS OF SERVICE**

These Rules and Regulations of Service, and any modifications thereof, and additions thereto lawfully made, are applicable to all Member-Owner s receiving electric service from Carbon and to all standard service agreements and contracts now existing or which may be entered into by Carbon and to all rate schedules which from time to time may be lawfully established.

Carbon may decline to serve a Member-Owner or prospective Member-Owner until such Member-Owner has complied with the Rules and Regulations of the Public Service Commission of the State of Wyoming (Commission), and any applicable federal, state, and municipal or other local laws, these Rules and Regulations and Carbon Bylaws.

Carbon may refuse or discontinue service to any Member-Owner for noncompliance with these Rules and Regulations of Service where they specifically so provide.

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**GENERAL STATEMENT**

**SECTION I**

**INTERPRETATION OF RULES AND REGULATIONS OF SERVICE**

Whenever Carbon and a Member-Owner are unable to agree as to the interpretation or application of any of Carbon's Rules and Regulations of Service, the matter may be referred to the Commission upon application by either party.

**MODIFICATION OF RULES AND REGULATIONS OF SERVICE**

No agent, representative or employee of Carbon shall have authority to modify these Rules and Regulations of Service, but Carbon shall have the right to amend these Rules and Regulations of Service or to make additional Rules and Regulations of Service as it may deem necessary from time to time, subject to the approval of the Commission.

**NO PREJUDICE OF RIGHTS**

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

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**RULES AND REGULATIONS OF SERVICE**

**SECTION II**

**RATES**

**APPLICATION OF RATES**

Carbon's published rate schedules state the conditions under which each is available for electric service. A Member-Owner may take electric service at one location (premises) under more than one rate schedule if separately metered and unless the rate schedule specifically provides otherwise.

At the beginning of service, where more than one rate schedule is available, it shall be the duty of Carbon to assist an applicant for service in the selection of the schedule that is most suitable and advantageous for his requirements. If at any time subsequent to the beginning of service the Member-Owner shall request the utility to do so, it shall be the duty of the utility to advise the Member-Owner what rates are available for the class of service being supplied such Member-Owner and the effect thereof on such Member-Owner.

Rates are normally established on a twelve month basis, and a Member-Owner having accepted a rate suited for his service requirements may not change to another rate within a twelve month period unless there is a substantial change in the character or condition of his service.

Where a written agreement (contract) for electric service has been executed by Carbon and the Member-Owner for a specified period of time, longer than three (3) months, the rate schedule specified in the agreement shall apply during the contracted term, unless there is a substantial change in the character of the Member-Owner's operating conditions. In such case, the cost to provide electric service, actual revenue received and other related information will be reviewed to determine if justification exists for change to a more favorable rate for the Member-Owner under the remaining contract term.

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**RATES**

**SECTION II**

Special rates shall not be available to a Member-Owner or become effective for use by Carbon until filed with the Commission.

A copy of every tariff and rate schedule under which electric service is being furnished to Member-Owners by Carbon shall be available to the public upon request at Carbon's local office.

No jurisdictional rate or tariff shall be instituted, added, deleted, changed, closed or discontinued, except after filed with the Commission.

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**GENERAL INFORMATION**

**SECTION III**

**RULES AND REGULATIONS OF SERVICE**

**SECTION III**

**GENERAL INFORMATION**

**GENERAL SOURCES OF AUTHORITY**

- A. Acts of the United States Congress and Rules and Regulations adopted by the Rural Utilities Service (RUS) pertaining to rural electric cooperatives.
- B. Wyoming laws and Rules and Regulations of the Commission pertaining to electric service utilities.
- C. Rules, regulations and minimum standards established and adopted by Federal and State regulatory agencies governing and regulating the operations of electric service utilities.
- D. The bylaws of Carbon.

**DEFINITIONS**

The following expressions when used in these Rules and Regulations of Service, in Rate Schedules, and In-Service Agreements shall, unless otherwise indicated, have the meanings given below.

**Applicant:** Any person, firm, corporation or public body requesting electric service from Carbon.

**Commission:** The Public Service Commission of Wyoming.

**Cooperative:** Carbon Power & Light, Inc.

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**GENERAL INFORMATION**

**SECTION III**

**Owner:** Any person, firm, corporation, or public body receiving electric service from Carbon.

**Member-Owner:** Any person, firm, corporation, or public body who has complied with the requirements for membership as provided in Carbon's bylaws, its Rules and Regulations of Service and has been accepted by Carbon's Board of Directors, and is being or will be supplied electric service by Carbon.

**Electricity:** Electric power and energy produced, transmitted, distributed or furnished by Carbon.

**Meter:** Any device or devices used to measure or register electric power and energy.

**Premises:** Any piece of land or real estate, or any building or other structure or portion thereof or any facility where electric service is furnished to a Member-Owner.

**Special Contract:** A written agreement between a utility and a Member-Owner providing for furnishing electric service on terms different from those prescribed in approved tariffs.

**Legal Holiday(s):** Those days declared to be legal holidays by the Chief Executive of the State of Wyoming and by State Law.

**APPLICATIONS**

Any person, firm, corporation, or public body desiring to apply for electric service may do so by:

1. Signing an application form for membership and electric service and agreeing to be bound by the bylaws of Carbon and amendments thereto.

A single application for service may not be made to apply to different locations, or to cover more than one meter at the same location to be used by the same Member-Owner, unless Carbon determines that the physical or electrical characteristics of the facility served requires more than one point of delivery according to good engineering and operating practice.

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**GENERAL INFORMATION**

**SECTION III**

Every application shall be made in the true name of the applicant desiring or using service. In case of violation of this provision, Carbon may discontinue service.

The contract for service is not transferable by the Member-Owner, and a new occupant of the premises must make a new and separate application in writing to the office of Carbon before service is begun.

A Member-Owner no longer desiring service at a premise must notify Carbon of his intent to discontinue service in order to avoid liability for payment for subsequent service at such location.

Any person who uses electric service of Carbon but fails to make application for such service shall be liable to Carbon for payment therefore under the applicable rate schedule.

Unless otherwise specified, all contracts for electric service under the scheduled rates of Carbon shall be for an initial period of three (3) months, and are automatically renewed upon the expiration date on a month-to-month basis unless canceled by either party.

Carbon may require a contract for an extended period of time when a Member-Owner's requirements for power or energy are large and necessitate expenditures requiring amortization of the cost of service over an extended period of time in order to justify the investment of Carbon.

**DENIAL OF SERVICE TO A MEMBER-OWNER**

Refusal to Serve New Member-Owners or Expand Existing Service.  
Carbon may refuse to provide, expand or materially change service to a requesting Member-Owner when:

- (a) Carbon 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-Owner; or
- (c) The requesting Member-Owner is indebted to Carbon for damages to utility property or utility related service charges previously rendered and satisfactory payment arrangements have not been made with Carbon.

(i) 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 Carbon'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 published annually.

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(ii) Carbon shall not refuse service to a new Member-Owner because of debts of a previous Member-Owner at the same location.

(iii) Carbon may refuse service due to unpaid line extension charges for facilities serving the location.

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**GENERAL INFORMATION**

**SECTION III**

**MEMBER-OWNER DEPOSITS**

Carbon 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. Carbon may refuse service to an applicant or discontinue service to a Member-Owner for failure to comply with this section. Carbon shall apply the policies governing Member-Owner deposits uniformly.

(a) Carbon may require a deposit if:

(i) A prior service account with Carbon remains unpaid and undisputed at the time of application for service;

(ii) Service from Carbon has been terminated for:

(A) Nonpayment of any undisputed delinquent bill;

(B) Failure to reimburse Carbon for damages due to Member-Owner negligent or intentional acts; or

(C) Acquisition, diversion or use of service without the authorization of or knowledge by Carbon.

(iii) Information provided upon application for service is materially false or a misrepresentation;

(iv) The application is for initial service with Carbon or the applicant did not have service with Carbon for a period of at least 12 consecutive months during the past four years;

(v) The applicant or non-residential Member-Owner is unable to pass Carbon's objective credit screen. In order to pass the objective credit screen, the applicant or nonresidential

Member-Owner must fulfill one or a combination of the following:

(A) Received 12 consecutive months of service from Carbon, with the undisputed portions of the 12 most recent bills paid in full when due;

(B) Have a favorable credit rating with a third-party credit reporting agency;

(C) Receive a favorable credit rating from Carbon's financial risk assessment tool; or

(D) Provide an acceptable letter of credit or business reference.

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(vi) 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;

(vii) The applicant for service, or the 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

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

(b) Carbon 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.

(c) The required deposit shall not exceed the total amount of Member-Owner's estimated bill for three months of highest use based on the premise's monthly bills during the previous 12-month period. If billing information for the immediate previous 12-month period is not available, the deposit shown on Schedule of Fees shall apply for residential Member-Owners. For all other Member-Owner classes, the deposit will be based on anticipated service characteristics and anticipated load.

(d) Carbon shall retain records showing:

- (i) The name and address of each Member-Owner making the deposit;
- (ii) The date and amount of the deposit; and
- (iii) Each accounting transaction concerning the deposit.

(e) Carbon shall provide the Member-Owner a non-assignable receipt or other record of deposit, showing the date and amount received.

(f) Carbon shall calculate simple interest on deposits at the Commission Authorized Interest Rate. 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.

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(g) Carbon may accept a written guarantee from an acceptable guarantor in lieu of a deposit to pay a Member-Owner’s bill. After Carbon has verified Member-Owner identity,

the Member-Owner shall agree to permit Carbon to provide Member-Owner account information to the guarantor upon Member-Owner default.

(h) Deposits and any unpaid interest earned on deposits shall be applied as a credit to Member-Owner bill, unless requested by the Member-Owner to be refunded, when:

(i) The accrued interest equals or exceeds \$10.00. Carbon shall apply the credit at least annually;

(ii) A residential Member-Owner has received 12 consecutive months of service, with no cause to disconnect; and Member-Owner bills have been paid when due;(iii) A commercial or industrial Member-Owner has received 12 consecutive months of service, with no cause to disconnect; Member-Owner bills have been paid when due; and the Member-Owner passes Carbon’s objective credit screen; or

(iv) Service is discontinued. Carbon 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 Carbon is unable to make the refund due to lack of knowledge of Member-Owner’s location, additional interest will not accrue after the service discontinuation date. Carbon shall manage such deposits as unclaimed property as required by Wyoming law (W.S. § 34-24-109).

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**GENERAL INFORMATION**

**SECTION III**

**RETURNED CHECK SERVICE CHARGE**

A service charge shall be made to a Member-Owner for all checks issued as payment for deposits or electric service when returned to Carbon marked insufficient funds, inactive account, no such account listed, or other reasons caused by the Member-Owner and resulting in additional accounting costs. (See Schedule of Fees.)

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**GENERAL INFORMATION**

**SECTION III**

**CONNECT FEE**

A charge shall be made for each service connected (See Schedule of Fees.) This charge shall be deemed a service connect charge and shall be non-refundable. Connections made after normal working hours or when the serviceman could not reasonably return to his normal warehouse facilities within working hours will have a different charge made. (See Schedule of Fees.)

**PERMANENT RECORDS**

Deposits: A nontransferable receipt shall be given each depositor showing the amount of deposit being placed with Carbon.

Records kept by Carbon are not limited to but shall show the name and address of each depositor, the date and amount of deposit and each transaction regarding the deposit.

Member-Owner bills and payments: Bills shall be presented each billing period for payment.

Records: Member-Owner accounts shall be available for inspection by the Member-Owner during normal working hours of Carbon.

All other records: All records prescribed by governing authorities shall be open for inspection during normal working hours by those agencies or Member-Owners when proper request is made.

Refer to RUS bulletins and Commission rules for lengths of periods over which certain records will be maintained.

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**GENERAL INFORMATION**

**SECTION III**

**METERS READ BY CARBON**

Each meter will be read by Carbon 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 customer to readily re-compute the amount of the bill. Each bill shall bear upon its face the date of the bill and the latest date it may be paid without penalty.

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

Each service meter shall clearly indicate the units of measurement. If Carbon invoices customers in a different unit of measurement than the service meter indicates, the conversion factor shall be stated on the customer 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 customer bill.

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

**COMBINING OF METER READINGS**

Carbon shall regard each point of delivery as a separate Member-Owner, or contract, and shall separately meter and charge accordingly.

Meter readings shall not be combined for the purpose of giving the Member-Owner a lower rate, regardless of his classification.

Meters shall not be installed by the Member-Owner for the purpose of breakdown or sub metering to other Member-Owners or renters without written orders of the Commission.

**METER TEST REQUESTED BY MEMBER-OWNER**

Upon receipt of a written request from a Member-Owner, Carbon shall, within twenty (20) days, test the accuracy of the meter through which the Member-Owner is served. Prior to any meter test being completed, an energy audit of the premises shall be conducted by Carbon's Member Services Department. If a question as to the meter's accuracy still remains after the energy audit, the meter will be tested as per Member-Owner request.

Date Issued \_\_\_\_\_

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

By \_\_\_\_\_

Title General Manager

Carbon Power & Light, Inc.  
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No charge shall be made for the first test made during a calendar year. If any additional tests are requested by the Member-Owner during the same calendar year, a charge will be made for each test. (See Schedule of Fees.)

If a meter is found to be defective or registering improperly, the meter test charge will be waived.

**METER TEST REQUESTED BY COMMISSION**

Upon receipt of a written request by the Commission, Carbon 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.

Date Issued \_\_\_\_\_

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

By \_\_\_\_\_

Title General Manager

Carbon Power & Light, Inc.  
100 East Willow Street  
PO Box 579  
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Original Sheet No. 12R  
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**GENERAL INFORMATION**

**SECTION III**

**METER TEST SCHEDULE**

All instrument transformers, three phase and large power meters shall be tested at least once in four (4) years.

All three phase self-contained meters shall be tested once in six (6) years.

All single phase meters shall be tested on a rotating basis so that each meter is tested at least once in ten (10) years. Accuracy will be shown on meter cards.

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

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

If a meter is found to be in non-compliance with Carbon's approved meter testing program, Carbon shall refund the payment the Member-Owner advanced for the meter test and shall repair or replace the meter. Carbon shall also adjust and refund to the customer the overpayment of preceding bills, pursuant to W.S. § 37-2-218. No refund is required from Carbon except to the Member-Owner last served by the meter prior to testing. If Carbon 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. **EQUIPMENT TESTS**

All portable voltmeters and volt-ampere meters will be tested annually.

**37-2-218. Refund of excess charges.**

In accordance with Wyo. Stat. § 37-2-218, if Carbon charged, collected or received any rate or rates in excess of the rates fixed in Carbon's tariff, Carbon shall immediately refund to the Member-Owner the difference between the rates fixed in the tariff and the rates charged, collected or received.

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**37-2-222. Undercharges for electricity and gas; collection permitted; restrictions.**

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

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**GENERAL INFORMATION**

**SECTION III**

**SERVICE SURVEYS**

Each substation shall be checked at least on a bi-monthly basis for: (a) safety, (b) security, (c) voltage, (d) general condition. Records shall be made to indicate findings.

When reason exists to question the voltage level at a substation or Member-Owner's premise, a recording volt/amp meter will be installed and corrective action taken when warranted.

**BILLING**

Bills for electric service are ordinarily computed and billed on a monthly basis; however, other billing periods may be designated by Carbon when approved by the Commission.

Carbon may mail to the Member-Owner at the address shown on the application for service, or change of address order, a bill for electric service delivered thereunder, but Carbon reserves the right to adopt other methods of delivering bills.

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Original Sheet No. 14R

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**GENERAL INFORMATION**

**SECTION III**

All bills for electric service are due and payable no later than the fifteenth (15th) day of the month. In the event the monthly bill is not paid within 15 days from the date of the bill, a penalty will be added to the monthly billed amount. (See Schedule of Fees.)

All bills are to be paid at the office of Carbon, or at an authorized Cooperative collection agency, within the time specified on the bill.

When the Member-Owner requests discontinuance of service, bills for vacating premises, special bills, or removal bills, except bills for nonpayment, shall be processed and billed within thirty (30) days following such request.

Failure to receive a bill in no way exempts the Member-Owner from payment for electric service.

**BUDGET BILLING PLAN**

Commencing with May 1 of each year, Member-Owners served under the Residential Sales classification may elect to pay monthly bills for service on a budget billing plan subject to the terms and conditions set forth herein. Sign up for this program is limited to and will be initiated only during the months of May, June and July of each year.

Any Member-Owner electing the budget billing plan shall pay a monthly amount equal to a total of the most recent twelve months usage times 110% (designed to offset any increase in usage) and divided by 12. The most recent twelve months shall be adjusted to fully reflect any rate changes which may have become effective during the said 12-month period. Said monthly payments shall be made for the following eleven successive months with the final or twelfth month's payment, being a settlement amount equal to the difference between the total payments made during the prior eleven months and the actual amount due for the twelve month period. If the settlement amount is a credit balance, the amount will either be returned to the Member-Owner or credited to the account depending on whatever the Member-Owner requests. If the settlement amount is a balance owed by the Member-Owner, the total balance will be due and payable on the due date indicated on the bill for the settlement month.

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

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- 1. The Member-Owner must, prior to enrollment, have received service at the same billing location for a period of twelve (12) consecutive months or more.
- 2. The Member-Owner's account for electric service must be current before the budget billing program can be started.
- 3. The Member-Owner shall execute a standard form, "Budget Billing Plan Agreement."

Normal collection procedures shall be applicable if a Member-Owner fails to pay the budget billing amount in any month when due. If the Member-Owner fails to pay the budget billing amount following due notice, the Member-Owner shall be removed from the budget billing plan. If there is a balance due, normal collection procedures shall be applicable. If an overpayment is made to the account, the overpayment shall be applied to the current bill; any additional balance shall be refunded to the Member-Owner.

If service is terminated for any reason to a Member-Owner on the budget billing plan, the Member-Owner shall be removed from the plan and the entire outstanding amount of the account shall be due and payable.

The monthly budget billing amount may be adjusted for any changes in Cooperative's rates of five percent (5%) or more. Said monthly budget billing amount may also be adjusted semiannually if the Member-Owner's use of electricity changes by 10% either up or down.

The Member-Owner may elect to terminate the budget billing plan at any time by notifying Carbon in writing and by paying in full the entire outstanding amount of the account.

If the Member-Owner is removed from the budget billing plan for any reason, the Member-Owner shall not be eligible to participate in the plan again for one year.

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Title General Manager

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**GENERAL INFORMATION**

**SECTION III**

**DELINQUENT BILLS**

All bills presented to the Member-Owner for payment become delinquent if not paid by the fifteenth (15th) day of the month following the billing date. Carbon may discontinue service and remove the meter for such delinquency no sooner than seven (7) days after written notice has been mailed to the Member-Owner advising him that the bill is delinquent.

In accordance with Carbon's Rules and Regulations of Service, a service limiting device (SLD) of the appropriate size will be placed on residential accounts following 60 days of delinquency. In the event that the residential service delinquent amount is not paid in full following 90 days of delinquency, the meter will be disconnected remotely or physically.

All commercial accounts will be disconnected following 90 days of delinquency.

If service has been discontinued for nonpayment of a bill or for violation of Carbon rules relative to service, the Member-Owner shall pay all delinquent bills, collection charges and charges for restoring service as approved by the Commission before such service is re-established.

**CHARGE(S) FOR COLLECTION OF DELINQUENT BILLS**

In accordance with Carbon's Rules and Regulations of Service, and in accordance with the notification Rules and Regulations of the Commission, Carbon will place a SLD of the appropriate size on all residential accounts following 60 days of delinquency. A charge for the placement of the SLD shall be added to the delinquent bill (see Schedule of Fees).

In the event that the account remains delinquent following placement of the SLD and following the proper notification procedures, Carbon will disconnect the account following 90 days of delinquency. At this time, an additional charge shall be added to the delinquent bill as a charge for the collection of delinquent accounts (see Schedule of Fees).

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**GENERAL INFORMATION**

**SECTION III**

**USE OF SERVICE LIMITING DEVICE**

Installation of a SLD will be utilized prior to terminating electric service for non-payment in accordance to the Wyoming PSC rules and regulations. The SLD has two functions: 1) The SLD extends a controlled level of service to delinquent residential Member-Owners prior to their service being terminated. Although it limits the level of service available, it allows the Member-Owner to continue to live in the residence while restricting consumption. The SLD supplies sufficient power to operate heating systems and other basic electrical needs, but automatically interrupts service when the fixed level of use is exceeded. The Member-Owners can restore service by pressing a reset button located on the SLD. The SLD will be sized and installed in accordance with the table at Attachment 3. 2) The SLD also has the capacity of remotely disconnecting service for non-payment.

**ACCOUNT SELECTION CRITERIA**

Carbon will install a SLD following 60 days of delinquency in accordance with Carbon's Rules and Regulations of Service and the Commission's Procedural Rules and Special Regulations.

**NOTIFICATION PROCESS**

Upon expiration of the time within which the Member-Owner should have paid or made arrangements to pay a delinquent account, Carbon will determine if the installation of a SLD is appropriate and attempt to verbally notify the Member-Owner:

1. Of the intent to limit service and the reason for installation of a SLD.
2. They have the option of paying the bill to avoid installation of a SLD.
3. That the service may be totally disconnected 30 days (remotely or physically) after a SLD has been installed if payment in full has not been made or if satisfactory arrangements for payment have not been made.

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After an SLD has been installed, a notice of such effect shall be delivered to a responsible adult or conspicuously posted at the affected premises. The notice will include:

- 1. Member-Owner's name, account number and service address.
- 2. Date the SLD was installed and notice prepared.
- 3. Service limiting reset, remote disconnect/reconnect capabilities.
- 4. Total of delinquent amount, SLD installation fee, security deposit and reconnect fee, if required by Carbon. (See Schedule of Fees.)
- 5. Telephone number and address of Carbon.
- 6. Notice that the service may be totally disconnected after 30 days if payment has not been made or satisfactory arrangements made for payment.

**MEDICAL EMERGENCY PROVISIONS**

If the Member-Owner receiving notice of disconnect notifies Carbon that a medical emergency condition or illness exists that requires electricity to power medical appliances at the service subject to disconnect, the Member-Owner will be required to provide Carbon with a medical doctor's written statement including:

- 1. Name, age and address of the afflicted person(s) and relationship to the Member-Owner.
- 2. Nature and anticipated duration of medical emergency condition.
- 3. Appliances required and amperage of such appliances required as a result of the affliction.

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**GENERAL INFORMATION**

**SECTION III**

**DISCONTINUANCE OF SERVICE**

Service may be discontinued to a Member-Owner for the following reasons:

(a) Unless otherwise ordered by the Commission, Carbon shall not terminate service to any Member-Owner for violating the Carbon’s rules and regulations or for nonpayment of bills for service until Carbon has given at least seven calendar days’ notice to residential Member-Owners or three 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 deliver to U.S. mail at the Member-Owner’s last known mailing address. Additional notice may be provided electronically. The notice shall contain:

- (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) Carbon’s specific address and telephone number for information regarding how to avoid service discontinuation;
- (v) The names of agencies or organizations that have notified Carbon that they render assistance to eligible persons who are unable to pay their Carbon 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 Carbon with written verification from a health care provider responsible for the care of a Member-Owner or his/her cohabitants stating that their health or safety would be seriously endangered if service were discontinued, Carbon shall extend the date for discontinuation set forth in the notice by 15 days (22 days total) to allow for bill payment.

(d) Carbon 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) Carbon 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 Carbon do so after Member-Owner identification verification. Carbon shall establish

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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) If the Member-Owner defaults, Carbon shall provide the discontinuation notice to any guarantor and Member-Owner simultaneously. The guarantor's service shall not be subject to discontinuation as a result of the Member-Owner's default.

(g) Carbon shall remove a guarantor when:

(i) The Member-Owner has received 12 consecutive months of service with no cause for discontinuation, bills have been paid when due and the Member-Owner passes an objective credit screen;

(ii) The guarantor has paid all amounts due for service through the date Carbon receives the request to terminate the guarantor agreement; or

(iii) An additional agreement with Carbon is in place.

(h) Carbon 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 Carbon; or

(iii) Carbon is not satisfied the Member-Owner has ceased violating Carbon's rules and regulations.

(j) Carbon 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 Carbon cannot reconnect service;

(iv) If the Member-Owner enters into an agreement with Carbon 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 Carbon 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) Of non-utility service or merchandise;

(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 Carbon bill is in dispute and the Member-Owner duly pays Carbon bill or bill portion that is not in dispute; or

(x) If the temperature is forecasted by the National Weather Service or other

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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:

- (A) Unable to pay for service in accordance with Carbon's billing requirements and is actively seeking government assistance or has exhausted such assistance;
- (B) Able to pay for service in installments only.

(k) Carbon shall assist elderly and handicapped persons who are unable to pay their Carbon bills with determining available government assistance.

(l) Carbon 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 Carbon service facilities or Member-Owner's failure to comply with Carbon curtailment procedures during supply shortage.

(m) Upon a Member-Owner's or legally authorized person's request, Carbon shall make reasonable efforts to terminate the Member-Owner's service as requested. Before terminating service, Carbon shall inform the Member-Owner of any additional charges for afterhours service discontinuation. The business hours and after-hours disconnection charge amount is shown on "Schedule of fees".

(n) 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-Owner prior to service being discontinued. Capacity-rated limiters shall be a minimum size of 10 Amps. If Carbon chooses to install a SL, service may be discontinued without further notification. Notice of the installation shall be delivered to an adult or posted at the affected premises and shall include:

- (i) The Member-Owner's name;
- (ii) Date the SL was installed;
- (iii) Member-Owner operational instructions for the SL;
- (iv) Telephone number and address of Carbon;
- (v) and warning that service may be discontinued without further notification.

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**DISCONNECT / RECONNECT for NON-PAYMENT:**

When service has been discontinued for violation of Carbon’s rules and regulations, nonpayment of bills or fraudulent use of service; and the Member-Owner desires the service to be reconnected, Carbon may require the Member-Owner to pay in full all bills due for service rendered up to the date service was discontinued, plus the reconnection charge, and a deposit. Carbon may elect to accept a payment arrangement with the Member-Owner. Upon satisfaction of reconnection requirements, Carbon 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 a.m. and 4 p.m. of a regular work day; Carbon shall inform the Member-Owner of the additional charge for after-hours reconnection before Carbon performs the reconnection. Carbon shall not charge to reconnect service when discontinuation was improper.

The reconnection charge amounts are shown on “Schedule of Fees”.

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**GENERAL INFORMATION**

**SECTION III**

When service has been discontinued for violation of any of the preceding rules or regulations, Carbon may make a charge for restoring service as prescribed in its approved tariffs.

**DISPUTED BILLS**

If a Member-Owner, in writing, disputes a charge for service, discontinuance of service for non-payment of the bill shall be held in abeyance until the dispute is resolved.

**ADJUSTMENT OF BILLS**

Any bill which, due to billing or computer error, does not represent a true and correct billing shall be corrected and re-billed.

A billing error found (in favor of Carbon) and the Member-Owner shall have been overcharged, the Member-Owner shall, at their election, be given a refund or credit to their bill.

A billing error found (in favor of the Member-Owner) and the Member-Owner shall have been undercharged, the Member-Owner shall be given the opportunity to make payments on his/her bill and penalties shall not be charged. If no payments are made and Member-Owner does not dispute the bill (as provided under "disputed bills") and the account becomes delinquent, then all charges otherwise charged to delinquent accounts will be charged.

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

1. When meter readings are incorrectly recorded.
2. For estimated readings that are later found to vary considerably from the actual usage.
3. When penalties or late payment fees were billed to a Member-Owner and it was later determined that the Member-Owner payments were mailed on time.
4. When there is a change of residents at a location without the meter being removed and there is a question about the final or beginning readings.

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5. When there is some other extraordinary circumstance such as extremely bad weather or a disaster that interferes with the normal delivery of mail.

6. Each meter will be read by Carbon 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 customer 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.

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

8. Each service meter shall clearly indicate the units of measurement. If Carbon invoices customers in a different unit of measurement than the service meter indicates, the conversion factor shall be stated on the customer 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 customer bill.

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

These rules shall not apply to routine testing and replacement of meter.

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**GENERAL INFORMATION**

**SECTION III**

**CHARGES FOR RESTORING SERVICE**

When a Member-Owner's service has been discontinued for nonpayment of an electric bill or violation of Cooperative's rules, a charge for restoring service shall be made as follows:

If the restoring of service is made between normal working hours on a regular working day, a charge shall be made. (See Schedule of Fees.)

If the restoring of service is made at the Member-Owner's request after normal working hours on Saturday, Sunday, or a legal holiday, a charge shall be made. (See Schedule of Fees.) Legal holiday shall be defined as a holiday observed by Carbon.

**CHANGE OF OCCUPANCY**

When a Member-Owner elects to terminate service, Carbon is to be notified either by telephone or in person, or in writing, as to the proposed effective date of such termination. Carbon will read the meter on the date service is terminated and may, at its option, disconnect the service. Leaving the service connected to vacant premises does not constitute consent by Carbon for the new occupant of such premises to use the service without making proper application for said service.

**UNLAWFUL USE OF ELECTRICITY**

In the event unlawful use of electricity, or evidence of attempted unlawful use of electricity (such as tampering with metering equipment, breaking of meter seals, jumpering of metering equipment or service wiring) is discovered, Carbon shall have the right to discontinue service, without notice, to the Member-Owner.

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**SECTION III**

Service will not be resumed to the Member-Owner until such Member-Owner shall have paid all bills due Carbon, including the electricity unlawfully consumed, together with any damage to the meter, metering equipment, or Cooperative facilities, and has made any necessary or required changes in the Member-Owner's wiring to eliminate unsafe conditions or unlawful installations, or unless ordered resumed by the Commission.

In addition, the regular reconnection charge, as approved by the Commission, will be paid by the Member-Owner. (See Schedule of Fees)

If it is shown to the satisfaction of Carbon that the Member-Owner had no connection with, or knowledge of, such unlawful use of electricity, his service will be restored without charge.

**RESALE OF ELECTRICITY**

Carbon shall not furnish electricity to any Member-Owner for purposes of resale, except pursuant to a tariff and special contract approved by and on file with the Commission.

**CONTINUITY OF SERVICE**

Carbon will use reasonable diligence to supply steady and continuous electric service to each Member-Owner at the point of delivery, but will not be liable to the Member-Owner for any damages occasioned by irregularities or interruptions beyond its control.

**INTERRUPTIONS OF SERVICE**

In the event service is interrupted by Carbon, other than under emergency conditions, the interruption shall be made at a time which will cause the least reasonable inconvenience to Member-Owners.

Where feasible, Member-Owners apt to be seriously affected (such as hospitals, police, fire, public health and safety installations, etc.) will be notified in advance of such interruptions as to the time and duration.

Date Issued \_\_\_\_\_

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

By \_\_\_\_\_

Title General Manager

Carbon Power & Light, Inc.  
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PO Box 579  
Saratoga WY 82331-0579

Original \_\_\_\_\_ Sheet No. 24R  
Cancels \_\_\_\_\_ Wyoming PSC No.4 \_\_\_\_\_ Sheet No. 24R

**GENERAL INFORMATION**

**SECTION III**

Carbon may cause emergency interruption of service, without notice to the Member-Owner, when required by failure of equipment, unexpected and prolonged increase in load, fire, storm, strike, or other cause beyond its control.

Carbon may in good faith select the areas or Member-Owners whose service is interrupted as emergency conditions require.

Carbon's power suppliers use under-frequency relays for load shedding in order to prevent major blackouts. Outages caused by these relays are beyond the control of Carbon.

Records for interruptions of service will be made for the area affected length of time interrupted, approximate number of Member-Owners affected, cause, corrective action taken, and any other corrective action necessary to prevent reoccurrence, if applicable. Interruptions shall be reported in accordance with the Commission's Rules and Regulations.

**MEMBER-OWNER COMPLAINTS**

A written record will be made of all complaints from Member-Owners. The record shall show name, location or address, date, nature of complaint, when investigated and by whom. The record should show corrective action taken and date taken, if different than date of investigation.

**EXCLUSIVE SERVICE ON COOPERATIVE'S SYSTEM**

The standard electric rate schedules of Carbon are based on exclusive use of Carbon's service, and except in cases where the Member-Owner has a contract with Carbon for auxiliary, breakdown, supplementary or co-generation service, no electric service from another source will be used by the Member-Owner on the same installation in conjunction with Carbon's service, either by means of a throw-over switch or any other connection.

This does not prohibit the installation of emergency generating equipment by hospitals, police, fire, and other installations affected with interest of public health and safety, or Member-Owners whose services are of such a nature that service interruptions cannot be tolerated, provided that such emergency generating equipment does not operate more than two (2) hours per week under non-emergency conditions.

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Cancels Wyoming PSC. No. 4 Sheet No. 25R

**GENERAL INFORMATION**

**SECTION III**

The emergency generating equipment is not to be connected to Carbon's system without the express consent and approval of Carbon as to installation and operation procedures.

The emergency generating equipment is not to be connected and operated in parallel with Carbon's system at any time.

Qualified Facilities (QF's) will be considered and appropriate rate schedules filed in accordance with Public Utility Regulatory Policies Act (PURPA) regulations. Commission approval will be requested on the following criteria. Carbon's Member-Owners shall bear none of the costs of connecting the facility and shall not be burdened with increased energy costs due to the co-generation.

Net Metering will be in accordance with the Wyoming State Statute 37-16-101 through 104 and a Commission approved Rate Tariff. (See Cooperative Rate Tariff Sheets 23-24; Wyoming PSC No. 4)

**ACCESS TO PREMISES**

Authorized Cooperative personnel shall have access at all reasonable hours to premises of Member-Owners for the purpose of inspecting wiring and apparatus, removing or replacing Cooperative's property, reading of meters, and all other purposes incident to supplying of electric service.

**RIGHT-OF-WAY**

Without reimbursement by Carbon, the Member-Owner will furnish to Carbon permits, certificates, and/or rights-of-way satisfactory to it across the property owned or controlled by the Member-Owner for Carbon's distribution voltage of overhead or underground lines or extensions thereof necessary or incidental to the supplying of service to the Member-Owner.

Carbon will use reasonable diligence in protecting a property owner when providing or maintaining overhead or underground service connections. Carbon shall have the right to clear its service connections of any such interfering tree, shrub or other obstruction.

**PROVIDING CLEARANCE FOR HOUSE AND EQUIPMENT MOVING**

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

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**GENERAL INFORMATION**

**SECTION III**

Payment shall be made in advance to Carbon of the cost of providing clearance of electric lines for the move. Such payment shall be the estimated actual cost of Carbon personnel, plus overhead and equipment, required to provide the necessary clearance for the mover. All estimated costs shall be paid prior to the move being made.

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

**TEMPORARY SERVICE**

For persons requesting electric service for a period of less than three (3) months, or an undefined period of time, a temporary service charge will be assessed (see Schedule of Fees), plus the cost of all energy used, and any and all charges as required under Section V, Sheet 43R of these Rules and Regulations. This shall be a service connect charge and is not refundable.

Temporary service is defined as service for purposes which by their very nature indicate short duration.

**RELOCATION OF COOPERATIVE FACILITIES**

Upon request from a Member-Owner to move or relocate power line poles, anchors, services, meters, etc., each request will be investigated and considered individually.

If such move is necessary and will improve the quality of service or eliminate hazardous conditions or prevent a recurrence of tampering or diversion of electric service, Carbon will 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 Carbon. (See Schedule of Fees.)

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

Relocation of a meter installed on a building, house, or structure to another place on the building, house, or structure shall be paid for by the Member-Owner.

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Cancels Wyoming PSC No. 4 Sheet No. 27R

**GENERAL INFORMATION**

**SECTION III**

**WORK BEYOND POINT OF DELIVERY OF SERVICE**

Carbon shall perform no work for a Member-Owner beyond the "point of delivery" of electric service.

Work beyond the point of delivery may be performed, when necessary, during an emergency, if by so doing it will prevent possible injury or death to people and animals or avoid damage to property and equipment.

**SECURITY LIGHT - RELOCATION**

Following the initial installation of a security light on an existing pole, Carbon will, upon request, relocate the light one (1) time without cost to the Member-Owner.

When requested by the Member-Owner, subsequent relocation of a security light and other facilities installed to serve the light shall be paid for by the Member-Owner. Such charges shall be those actually incurred by Carbon in the relocation of the light and related facilities.

Any portion or all of such costs may be waived by Carbon if justified.

**IDLE SERVICES**

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-Owner will be notified by certified mail, return receipt requested, to the last known address of the options concerning the idle service with 30 days in which to respond.

If no response is received within the 30-day period, then service facilities will be removed at the convenience of Carbon.

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**GENERAL INFORMATION**

**SECTION III**

The Member-Owner shall have the following three options:

- 1. Leave the service facility energized for which the Member-Owner will pay the monthly facility charge plus any kWh usage measured on the metering equipment.
- 2. De-energize the facility and leave the poles and lines, but retire the transformer and meter loop. The Member-Owner will be billed and must pay in advance 75 percent of the monthly facility charge. Billing will be on an annual basis and calculated as follows: facility charge X .75 X 12. The facility-charge is as set forth in the rate tariffs filed with the Commission.
- 3. Remove the entire service facility at no cost to the Member-Owner.

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

Multiple services served from one transformer will be exempt from this rule (subdivisions, apartment complexes, mobile home parks).

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

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

**RULES AND REGULATIONS OF SERVICE**

**SECTION IV**

**ELECTRIC SERVICE REGULATIONS**

**MEMBER-OWNER'S WIRING**

All electric wiring and equipment installed on the Member-Owner's side of the "point of delivery" shall be at the Member-Owner's expense, and shall be installed and maintained in accordance with the requirements of the National Electrical Code, and with all requirements prescribed by governmental authority having jurisdiction thereof. Carbon reserves the right to refuse to connect to any wiring or apparatus which does not meet these requirements and Carbon may without further notice discontinue service to any Member-Owner when a defective condition of wiring or equipment located adjacent to and which is clearly visible from Carbon's metering point is discovered.

Carbon will not be responsible for any loss, injury, or damage which may result from defects in electric wiring or equipment on the Member-Owner's premises.

Carbon may refuse to install a meter when the Member-Owner's wiring, which is located adjacent to it and which is clearly visible from Carbon's metering point, is defective or considered hazardous.

**MEMBER-OWNER'S RESPONSIBILITY**

The Member-Owner shall not permit anyone who is not an agent of Carbon to remove or tamper with Carbon's property.

Date Issued \_\_\_\_\_

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By \_\_\_\_\_

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

**CHANGES IN MEMBER-OWNER'S ELECTRICAL EQUIPMENT**

In the event a Member-Owner shall add to the size of his electrical equipment, he shall notify Carbon so that its transformer, meter and other related equipment may be enlarged sufficiently to care for the increased load.

The Member-Owner when failing to advise Carbon of changes in a timely fashion assumes responsibility for any subsequent damage to his/her or Carbon's property.

**POINT OF DELIVERY OF ELECTRIC SERVICE**

The point of delivery of electric service shall be at the point at which the electric supply system of Carbon connects to the wiring system of the Member-Owner.

For overhead construction, the point of delivery is that point where Carbon's overhead service drop connects to the Member-Owner's service conductors whether located on a building, structure or pole.

For underground construction, the point of delivery is that point where Carbon's service lateral connects to the Member-Owner's service entrance conductors - usually the metering point - whether on a building, structure, pole, or pedestal.

Where point of delivery is on a building or other structure, the point of delivery will normally be at the weatherhead of the electric service entrance. The electric service entrance will normally contain the meter base and be located on the building or other structure to which overhead service is being supplied. When underground service is furnished, the point of delivery will be to the line terminal lugs of the meter base.

Location of the point of delivery shall be designated by authorized Cooperative personnel prior to the start of construction of the Member-Owner's facilities and shall be agreeable to both parties.

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

**NUMBER OF SERVICES TO A BUILDING**

In general, a building or other premises shall be served through only one set of service conductors.

At the option of Carbon, more than one service to a single Member-Owner at one location will be permitted when the physical or electrical characteristics of the facilities served require more than one service in the interest of good engineering and operating practices.

**POINT OF ATTACHMENT TO BUILDING OR POLE**

The point of attachment of a service drop to a building shall be as specified by the National Electric Safety Code or the National Electric Code for purposes of installation and clearances. For structures of more than one story, the point of attachment of the service drop shall not be more than twenty-five feet (25') above the ground. All attachments shall be at a height to permit a minimum clearance for conductors above sidewalks, above driveways, alleys and public roads, and above railways as specified by the National Electric Safety Code and the National Electric Code.

**SUPPORT FOR SERVICE DROP ATTACHMENT**

When service wires are attached to a building or pole, a substantial means of support and attachment is to be provided by the Member-Owner or his contractor. The type and location of the support shall be coordinated with an authorized representative of Carbon and be installed in accordance with the National Electric Safety Code and the National Electric Code specifications.

**SERVICE ENTRANCE WIRING**

Service entrance wiring raceways are to be terminated on the exterior of the building as specified in the National Electric Safety Code and the National Electric Code to prevent the entrance of moisture. The service entrance and the service drop conductor connections are to be made at a point below the level of the rain-tight service head.

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

The Member-Owner's service entrance conductors shall extend not less than thirty inches (30") outside the service head to permit proper attachment to the service drop wires.

Service entrance conductors shall be carried in approved metal raceways, and the distance to the main switch shall be as short as possible. The size of the raceway and ampacity of the conductors shall be maintained between the service head and the main disconnect device.

The size, capacity and installation of the electric service entrance and related equipment shall be in conformity with the requirements of the National Electrical Code, Cooperative rules and regulations, and any applicable local codes.

Service entrance cable will not be acceptable in service entrances connected to Cooperative lines.

**TYPE OF SERVICE CONNECTION**

All lighting and power installations shall be either three (3) wire or four (4) wire connections, and the Member-Owner's wiring shall be arranged so that all single-phase and three-phase services shall be taken through one meter.

**MINIMUM SERVICE CONNECTION**

No service connection of less than three wires shall be made to a Member-Owner's single-phase electric installation consisting of more than two (2) circuits.

**LOCATION OF METERS**

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

Carbon will furnish appropriate metering at the point of connection to the Member-Owner. The Member-Owner shall provide and maintain, without cost to Carbon, a suitable location accessible for metering and installation of equipment required to provide service. Carbon 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.

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

A meter shall not be placed in a location where it may be damaged or where it will cause inconvenience to either the Member-Owner or Cooperative personnel.

All meters shall be installed so that the top of the meter will not be more than six feet (6') nor less than five feet (5') above the ground at final grade following any construction being done.

Meters installed in a pedestal designed for underground service, or installed on a pad-mounted transformer, may be at a lesser height than five feet (5') above final grade if construction and installation conditions so require.

Under no circumstances shall any meter be moved or relocated except by authorized Cooperative personnel.

All meter bases, enclosures and associated equipment mounted on a Cooperative-owned pole will be maintained by Carbon and remain its property. Meter bases, enclosures and associated equipment will have a Cooperative-owned locking device installed.

All meter bases, enclosures and associated equipment mounted on a building or structure other than a Cooperative-owned pole will be installed and maintained by the Member-Owner at the Member-Owner's expense. Meters and meter sockets will be furnished and maintained by Carbon and remain its property. Meter bases and enclosures will have a Cooperative-owned locking device installed.

**INSTRUMENT TRANSFORMER METER INSTALLATIONS**

Services above 240 volts and those requiring a capacity over 200 amps may be metered with instrument transformers.

In every case, the type of metering to be installed and the location of the meter shall be determined by Carbon.

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

**INSPECTION OF MEMBER-OWNER'S ELECTRIC SYSTEM**

Carbon shall have the right, but does not assume the duty, to inspect the Member-Owner's service entrance equipment located adjacent to and which is clearly visible from Carbon's metering point. Carbon may refuse to commence or continue service if an installation is defective, fails to meet National Safety Code requirements, or for any reason is considered to be an unsafe operating condition.

**LOAD BALANCE**

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

**GROUNDING**

The Member-Owner's wiring system shall be effectively grounded as required by the National Electrical Code and by means and methods specified therein. In particular, this includes grounding of the neutral or identified wire in the Member-Owner's service entrance.

**LOW POWER FACTOR EQUIPMENT**

Should the Member-Owner install any electrical device or devices creating a low power factor, Carbon may require the Member-Owner to provide, at his own expense, power factor corrective equipment which will maintain the power factor of each such device at not less than ninety-five percent (95%).

All motors of twenty (20) horsepower or more shall be provided with capacitors (power factor improvement).

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

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

**INTERMITTENT AND FLUCTUATING LOADS**

Where hoists, cranes, elevators, furnaces, welding machines, radio and x-ray equipment or any other equipment is operated in such a manner that it has a disturbing influence on the service to other Member-Owners, Carbon shall reserve the right to require the Member-Owner to install suitable equipment, at his own expense, that will isolate or reduce the disturbing effect to levels or limits acceptable to Carbon.

The type of electric service which will be furnished 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 Carbon the phase and voltage of the service that will be furnished before proceeding with the purchase of motors or other equipment.

Carbon renders 60 hertz (Hz) service from circuits of the following characteristics:

	<u>Nominal System Voltage</u>	<u>Safe Operating Limits</u>	<u>Type of System</u>
A.	120V	114 to 126V	Single Phase, 2 wire
B.	120/240V	228 to 252V	Single Phase, 3 wire
C.	208Y/120V	197 to 218V	Three Phase, 4 wire Wye
D.	240/120V	228 to 252V	Three Phase, 4 wire Delta
E.	480/240V	456 to 504V	Three Phase, 4 wire Delta
F.	480/277V	456 to 504V	Three Phase, 4 wire Wye
G.	12,470Y/7200V	12,160 to 13,090V	Three Phase, 4 wire Wye
H.	14,400Y/24,900V	24,320 to 26,190V	Three Phase, 4 wire Wye

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

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

Service at 832Y/480 volts, 4 wire Wye, is not a standard service voltage of Carbon, but a Member-Owner may request and receive service at this voltage when available and at the option of Carbon.

Deviation from the nominal service voltages of Carbon shall be in accordance with the voltage levels as listed in the Commission rules and regulations and minimum standards governing electric utilities.

Special service voltages will not be supplied to a Member-Owner by Carbon. Special voltage is a voltage requested by the Member-Owner which is different from the standard service voltages supplied by Carbon.

If a special voltage is required by the Member-Owner, it shall be his/her responsibility to install his own equipment at his expense which will transform the service voltage to the required level.

Any such equipment installed must meet with the approval of Carbon prior to being placed in service.

**ALLOWABLE MOTOR STARTING CURRENTS**

Motors with the following voltage ratings may be started across-the-line if the starting current (which is the locked rotor current of the motor at name plate voltage) does not exceed the limits shown in the following table:

<u>Nominal Name Plate Voltage</u>	<u>Phase</u>	<u>Maximum Locked Rotor Current</u>
120 volts	Single	50 amperes
208 or 240 volts	Single	200 amperes
208, 240 or 480 volts	Three	200 amperes

Groups of motors starting simultaneously shall be classed as one motor.

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Wyoming PSC No. 5

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**ELECTRIC SERVICE REGULATIONS**

**SECTION IV**

**If the frequency of starting a motor or group of motors, as shown in the preceding table, should have a disturbing influence on service to other Member-Owners, Carbon shall reserve the right to require the Member-Owner to install suitable equipment, at his/her own expense, that will reduce the disturbing effect to levels or limits acceptable to Carbon.**

**Across-the-line motor starting currents larger than those shown in the preceding table may be permitted where Carbon's facilities are adequate and the frequency of starts are such that other Member-Owner's service will not be adversely affected.**

**If such request is made by the Member-Owner, Carbon will make individual studies to determine the maximum allowable starting current for each specific installation and, if necessary, will advise the Member-Owner as to the type of motor starting device needed.**

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

**RULES AND REGULATIONS OF SERVICE**

**SECTION V**

**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**GENERAL STATEMENT**

Carbon shall extend its distribution system within its certified area, either underground or overhead, to serve new accounts under the following general terms.

The applicant will be required to sign a contract with Carbon, which shall include, but not be limited to, the following terms and conditions:

1. Carbon shall extend its facilities without cost for permanent extensions through
2. the utilization of an Electric Facilities Allowance (see Schedule of Fees). The following conditions shall apply and remain in effect for a period of 36 months regardless of the term of the construction contract.
  - a. Permanent extensions with a monthly usage of 500 kWh or greater shall receive the full benefit of the Electric Facilities Allowance.
  - b. Permanent extensions with a monthly usage below 500 kWh can choose to: 1) waive the receipt of the Electric Facilities Allowance, or 2) receive the Electric Facilities Allowance and return an amount equal to one/thirty-sixth (1/36) of the Electric Facilities Allowance (see Schedule of Fees) for those months that the usage falls below the 500 kWh limit. Carbon will include this amount on the monthly billing statement.

For extensions exceeding the Electric Facilities Allowance, refer to paragraphs 4 and 5, below.

The Electric Facilities Allowance used to provide extensions to single-phase and/or three-phase service is based upon the approximate installed cost (labor plus materials) of the following basic facilities for a single-phase general service Member-Owner: 15 kVa transformer, meter/breaker combination loop and ground rod. The amount of the Electric Facilities Allowance will be reviewed regularly.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

2. The applicable construction contract terms for tariff schedules A, A-TOD, I, and LP: When a new service falls in the range of the Electric Facilities Allowance or less, or when a secondary line extension is required and the cost to serve exceeds the Electric Facilities Allowance, the Member-Owner shall sign a contract for service for a term of not less than three (3) years. When a primary line extension is required and the cost to serve exceeds the Electric Facilities Allowance, the Member-Owner shall sign a contract for service for a term of not less than five (5) years.

During the term of the contract, the Member-Owner will be required to receive all electrical service components of the applicable rate tariff.

3. All extensions exceeding the limit of the Electric Facilities Allowance with a cost of construction under \$50,000, will require advance payment of a non-refundable Construction Deposit of ten percent (10%) of the total amount in excess of the Electric Facilities Allowance.
4. For tariff schedules A, A-TOD, I, and LP, when a new service is installed requiring the Member-Owner to pay one hundred percent (100%) of the cost exceeding the Electric Facilities Allowance, the remaining amount less non-refundable Construction Deposit shall be paid as follows:
  - a. For secondary line extensions requiring a contract of three (3) years, a monthly line extension charge equal to one thirty-sixth (1/36) of the Member-Owner's cost of construction plus the applicable interest rate (see Schedule of Fees) shall be added to the monthly electric service billing for the contract term. Contract term will begin after completion of construction.
  - b. For primary line extensions requiring a contract of five (5) years, a monthly line extension charge equal to one sixtieth (1/60) of the Member-Owner's cost of construction plus the applicable interest rate (see Schedule of Fees) shall be added to the monthly electric service billing for the contract term. Contract term will begin after completion of construction.
  - c. Interest rate in Schedule of Fees shall be defined as a blend of current (post 1998) interest rates of the following lending institutions: Rural Utilities Service, Cooperative Finance Corporation, and Federal Financing Bank, plus a 1% administrative fee.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

5. All extensions requiring a cost of construction over \$50,000 will demand Board of Directors review and may require the Member-Owner to pay one hundred percent (100%) of the total cost to construct prior to the commencement of any construction.
6. If the Member-Owner chooses to pay the total cost of line extension charges in advance, the Member-Owner's share of line extension charges shall be discounted by five percent (5%). The Member-Owner may pay an additional amount in advance to reduce their monthly line extension charge (the 5% discount will not apply). Nothing in paragraphs 4 and 5 above shall prohibit the Member-Owner from paying in advance any remaining line extension charges during the term of the contract (the 5% discount will not apply). Such payments shall not release the Member-Owner from the terms of the contract.
7. For tariff schedule ELP, when a new service is installed, the Member-Owner may be required to advance to Carbon the total construction costs, or as specified under the terms of a special contract. (See Sheet 48R, Service to Loads 1000 KW and Above.)
8. The Member-Owners have no ownership implied or expressed in the electric plant installed by Carbon.
9. In the event that the service is disconnected for any reason at any time during the term of the contract the following options shall apply:
  - a. The contract may be transferred to another Member-Owner. The line extension charges will continue as specified in the original contract; or
  - b. The remaining balance of the line extension charges plus the remaining monthly minimum amounts per the applicable rate tariff as set forth in the contract must be paid in full.

Carbon shall obtain authority from the Commission prior to establishing or imposing other terms and conditions not part of the line extension policy with respect to particular large and small commercial Member-Owners.

The objective of Carbon is to provide the best possible service at the most reasonable cost. All applicable alternatives shall be considered when applying the extension policies.

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By \_\_\_\_\_

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STANDARD LINE EXTENSION POLICIES - OVERHEAD

SECTION V

Disputes between Carbon and Member-Owner with respect to the application of the line extension policy or policies shall have remedy through the Commission if unable to settle the question between themselves.

**SUBSEQUENT EXTENSION COST SHARING**

In the event that during the initial contract period a new applicant(s) requests service from the primary line extension with the initial applicant(s), said initial applicant's line extension charges will be incrementally reduced. The amount of the reduction will be proportionate to that amount the new applicant(s) would have contributed for their electric service requirements in the initial construction of the line extension from which their tap originates.

Following a period of five (5) years from the date of the initial line extension, the above-mentioned terms will no longer be applicable, and no further adjustments will be made. Construction shall not commence until the appropriate contract terms and construction requirements have been met.

Example:

- Length of initial extension is 2000'
- Applicant No. 2 taps the initial extension at the 1000' mark
- Applicant No. 2 assumes 25% of the initial applicant's line extension charge for remainder of initial extension contract term.
- Initial applicant's line extension charge is reduced by 25% for remainder of initial extension contract term.

In the event that the total cost of the line extension (with 5% discount) was paid up front and a second applicant taps the initial extension within the five (5) year period, a line extension charge credit will be applied to the initial Member-Owner's electric bill for those months remaining in their contract.

**RIGHT OF WAY**

The applicant shall, upon request, furnish a written easement for the location of Carbon's service facilities upon the applicant's premises.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

In the event the applicant is not the owner of the premises occupied by him, such applicant shall obtain or assist in obtaining from the property owner or owners the necessary easement for the installation, maintenance and operation of Carbon's service facilities on or under said premises.

In any real estate development wherein Carbon is requested or desires to install underground distribution facilities for service to existing and future Member-Owners located therein and the dedicated utility easements are found to be insufficient for such installation, the Member-Owner/Developer shall, upon request, furnish any additional easements required for such installation by Carbon. (See Sheet No. 44R)

Carbon's obligation to render service to a Member-Owner is contingent upon its ability to secure the necessary rights-of-way for its facilities across intervening properties.

Since Carbon's filed rate schedules do not provide for the cost of paying for rights-of-way for the construction of Carbon's distribution system facilities to provide electric service, it must, therefore, rely upon the property owner to provide such right-of-way easements at no cost to Carbon.

**INDETERMINATE SERVICE**

Indeterminate service is defined as a speculative business or enterprise, which may be of a semi-permanent nature, including mobile homes located on rental property.

The total cost of providing service to these installations shall be the responsibility of the individual requesting such services and is payable before commencement of construction.

**PERMANENT ELECTRIC SERVICE**

A permanent structure constructed within the service area of Carbon shall be served by Carbon under the applicable rate. The minimum bill will be as stated in the rate schedule and the contract term will be as called for under Carbon Line Extension Policy.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

**TEMPORARY ELECTRIC SERVICE**

When service is requested to a point of delivery that will require the installation of any facility that will serve a load of a temporary nature or a load where continued use for a period of one year cannot be assured, the Member-Owner requesting the service will be required to pay Carbon for the estimated cost to install and remove the facilities plus the cost of unsalvageable materials.

**TYPE OF SERVICE**

Single-phase service is standard for all Member-Owners.

Three-phase service, where available and economically feasible, may be furnished upon written application by the Member-Owner. Where three-phase service is supplied, the minimum bill and contract terms shall be as provided for under Carbon's applicable rate schedule and standard line extension policy for that type of service.

The point of delivery is defined as the point where the Member-Owner's wires connect to the equipment or wires of Carbon. Refer to Section IV, Electric Service Regulations.

The Member-Owner shall arrange his wiring so that all single-phase and three-phase service shall be taken through one meter.

Three-phase service shall not be available for three-phase motors of less than 10 horsepower or a combination of smaller size motors with a total connected capacity of 15 horsepower.

Underground service shall be provided in accordance with Carbon's underground policies.

**DETERMINATION OF LENGTH AND COST OF AN EXTENSION**

For purposes of measuring extensions, the distance shall be measured along lines of proper construction from the nearest point of connection to the point of delivery at the property being served, as determined by Carbon. Consideration will be given to right-of-way and other obstacles.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

**ENGINEERING AND ESTIMATION FEES**

Carbon shall provide, at no charge, an estimated cost to provide normal extensions of its facilities. All line extensions, to include planned developments that exceed the cost of \$25,000.00 shall be provided a preliminary cost estimate at no charge. In the event that the Member-Owner/Developer chooses to proceed, thus requiring actual engineering and staking of the project to develop a final estimate, Carbon will require a deposit of five percent (5%) of the preliminary estimated costs prior to proceeding. Said deposit shall be applied to the final contract for construction. In the event the Member-Owner/Developer withdraws from the project following the completion of final engineering and staking, the deposit will be applied to the actual costs incurred and any remaining deposit balance will be refunded to the Member-Owner/Developer.

**SERVICE TO A PLANNED DEVELOPMENT**

Electric service to all planned developments served by Carbon shall be served under the following terms:

1. A plat of the development, approved (if applicable) by the appropriate planning authority(ies), showing Carbon-approved utility easements, roads, finished grades, etc., shall be furnished to Carbon prior to any firm agreements being executed or the actual commencement of any construction by Carbon.
2. The Member-Owner/Developer shall be responsible for providing all necessary easements at no cost to Carbon.
3. Unless otherwise deemed feasible by Carbon staff, all planned developments shall be constructed utilizing Carbon's Underground Extension Policies. For those planned developments approved by Carbon staff and the appropriate planning authority(ies) for overhead construction, Carbon's Overhead Line Extension Policies shall apply as well as any of the following applicable terms.

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**STANDARD LINE EXTENSION POLICIES – OVERHEAD**

**SECTION V**

4. The Member-Owner/Developer will be required to pay Carbon a non-refundable advance of one hundred percent (100%) of the total cost of all electrical facilities provided by Carbon. Said funds shall be advanced to Carbon prior to the commencement of construction. Carbon's Electric Facilities Allowance and subsequent extension cost sharing shall not apply to planned developments.
5. If allowed by the appropriate planning authority(ies), the Member-Owner/Developer may opt to install only a primary electric service to each lot of the planned development. The Member-Owner of each lot would then be responsible for extending the electrical service to their building site under the terms of Carbon's Standard Line Extension Policy.
6. To insure system reliability, all planned developments proposed in areas served by Carbon, where a loop system is not applicable, will require the installation of dual primary underground cables, which will be included in the total cost to serve. Carbon's single cable waiver shall not apply to planned developments.
7. All primary and secondary facilities installed by Carbon shall remain the property of Carbon. Carbon shall be responsible for all "normal" future maintenance and replacement of its facilities.
8. Prior to the commencement of any construction of electric facilities by Carbon, the Member-Owner/Developer shall notify Carbon in writing that the areas where electric facilities are to be installed are at final grade. Subsequent changes in any grade that require a change in the electric facilities shall be at the expense of the Member-Owner/Developer and shall be paid in advance of any changes being made by Carbon.
9. All electric facilities provided/installed/owned by Carbon or installed by its designated contractor shall be installed at one time; however, construction may be completed in segments by mutual agreement between the Member-Owner/Developer and Carbon.
10. Each lot of a planned development shall be served through an individual meter placed in a location agreed upon by the Member-Owner/Developer and Carbon and shall be billed under the applicable rate tariff.

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**STANDARD LINE EXTENSION POLICIES – OVERHEAD**

**SECTION V**

11. The electric capacity requirements of any planned development will be analyzed by Carbon to insure that Carbon's existing facilities and Member-Owners will not be adversely affected by the additional loading of the planned development. The Member-Owner/Developer may be responsible for any system upgrades necessary to insure system reliability for the increased loading created by the planned development.

**SERVICE TO OUTDOOR SPORTS FIELDS**

Electric service to football and baseball fields, rodeo arenas, racetracks, etc., shall be provided under the applicable rate schedules.

**SERVICE TO COMMERCIAL - INDUSTRIAL - PETROLEUM MEMBER-OWNERS**

A permanent commercial, industrial, or petroleum load installed within the service area of Carbon shall be served under the applicable General Service, Large Power Rate or Extra Large Power rate schedule. The minimum bill shall be as stated in the rate schedule. Services that are considered to be indeterminate in nature will be dealt with as set forth in the "Indeterminate Service" or "Temporary" policy.

Two or more buildings or loads under one ownership with a related or common use involving a product or service may be served through one (1) central meter or may be served through individual meters.

Meter readings shall not be combined for billing purposes when two or more separate buildings or loads are served through individual meters.

Where service is provided through one central meter, the Member-Owner shall furnish, install and own all electric facilities beyond the point of delivery.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

**SERVICE TO LOADS OF 1000 KVA/KW AND ABOVE**

**GENERAL**

Carbon will provide electric service to loads of 1000 KVA/KW and above in accordance with Good utility practice, subject to approval when required, of the Wyoming Public Service Commission, Rural Utilities Service and other concurrent mortgagee. Each such load shall be served under a special contract for Purchase of Power Agreement.

**ALLOWABLE INVESTMENT**

The additional investment required to serve such load shall not be in excess of five times the estimated annual revenue produced by the load. A five-year contract providing for revenues over a five-year period shall not be less than the total investment required for service to such load and a reasonable return on purchased power.

**EXCESS INVESTMENT**

Where the additional investment required to serve an individual load represents more than five percent of the total distribution system investment, Carbon shall provide service under a special contract which shall protect Carbon's investment and other Member-Owners from undue risks and cost burdens. Such contracts may be for longer terms than five (5) years when approved by the Board of Directors.

**GENERAL CONTRACT PROVISIONS**

Carbon shall take into consideration when preparing such contracts to serve loads of 1000 KVA/KW or above, the following:

1. Investment in extension of facilities to serve.
2. Estimated annual revenue produced by the load.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

3. Terminated risks, including duration of service and Member-Owner's credit.
4. Initial term of contract.
5. Unusual fluctuation or disturbances to Carbon's system.
6. Special equipment necessary to provide non-standard voltage or above-normal continuity of service.
7. Other load characteristics, seasonal or otherwise.

**BOARD APPROVAL**

The Board of Directors will require payment in advance of all costs to serve.

The minimum shall be sufficient to cover any fixed costs and all operations and maintenance costs.

Applicable rates shall return purchased power, fixed costs, operations and maintenance costs as well as a reasonable rate of return equal to, or greater than, that rate of return from other Member-Owners. Special rate tariffs and contracts shall be filed with the Commission.

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**STANDARD LINE EXTENSION POLICIES - UNDERGROUND SECTION V**

**STANDARD LINE EXTENSION POLICY - UNDERGROUND**

**GENERAL**

Upon application by an Member-Owner, builder, or developer for an extension by Carbon of underground, primary and secondary distribution facilities, Carbon may install such facilities under the following terms.

All provisions of the Standard Line Extension Policies - Overhead shall apply.

Any work, construction or furnishing of facilities required of the Member-Owner for such installations shall be performed in accordance with Carbon's specifications and be coordinated with Carbon's representatives.

Underground service shall not be provided by Carbon to a Member-Owner's installation considered to be temporary.

**DIVISION OF RESPONSIBILITIES**

**MEMBER-OWNER-BUILDER-DEVELOPER:**

Right-of-way easements and covenants satisfactory to Carbon will be provided.

A plat of the development, approved (if applicable) by the appropriate planning authority(ies) showing Carbon-approved utility easements, roads, finished grades, etc., shall be furnished Carbon prior to any firm agreements being executed or the actual commencement of any construction by Carbon.

All ditching, sanding and back filling including any necessary boring under streets, obstacles or obstructions.

Ditches housing primary conductors shall be excavated to a minimum depth of 48 inches at any point where measured from final grade.

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**STANDARD LINE EXTENSION POLICIES - UNDERGROUND SECTION V**

Ditches housing secondary conductors shall be excavated to a minimum depth of 36 inches at any point where measured from final grade, from the transformer to a pedestal to just inside the property line of the Member-Owner or at other points approved by Carbon if the lot is larger than normal installation.

When deemed necessary by Carbon, due to soil conditions, the Member-Owner shall install a sand fill in the ditch extending 6 inches below and 6 inches above the conductors. In lieu of sanding, suitable conduit or conduits may be installed by the Member-Owner.

Prior to the installation of the sand bed or conduits and service conductors, the ditch shall be cleared of all loose rock, gravel and other material that would have an abrasive action on the conductor insulation.

The Member-Owner/Builder/Developer shall furnish and install the underground riser conduit extending from the meter base to the service conductor ditch.

In the event that a transformer larger than normal is required, a concrete pad shall be constructed in accordance with Cooperative specifications.

If it is necessary for Carbon underground service conductors to cross under a paved or surfaced area such as streets, sidewalks, patios, play areas, etc., the Member-Owner shall install rigid or schedule 40 PVC conduit of a type and size acceptable to Carbon for the conductors to be pulled through. The conduit shall extend three (3) feet beyond the edge of the surfaced area under which it is installed.

In remote areas where inclement weather conditions could delay prompt repair of a failed underground cable and where a loop system is not applicable, it will be necessary to install two primary cables which will be included in the total cost to serve.

In the event that the Member-Owner requests a single cable, a waiver (See Attachment 1) must be signed by the Member-Owner stating that should the cable fail during periods of inclement weather when repairs cannot readily be made, Carbon will not be held responsible for that period of interrupted service. In addition, the Member-Owner will be required to continue paying the minimum contract or facility charge on the account.

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**STANDARD LINE EXTENSION POLICIES - UNDERGROUND**

**SECTION V**

**COOPERATIVE:**

Carbon shall furnish, install and maintain the underground primary and secondary distribution system up to the point of delivery to the Member-Owner.

**RULES AND REGULATIONS**

Pursuant with Wyoming Public Service Commission Docket No. 10002-CT-89-4, a copy of the "Single Primary Cable Installation Waiver" is provided for illustrative purposes as Attachment 1.

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**STANDARD LINE EXTENSION POLICIES – UNDERGROUND**

**SECTION V**

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

**CONSTRUCTION BY MEMBER-OWNER/DEVELOPER**

The purpose of these rules and regulations is to address Member-Owner/Developer requests to provide labor and/or materials for the installation of facilities or line extensions.

1. All Member-Owner Construction Project ("Project") requests to provide labor and/or materials for the installation of facilities or line extensions, whether for the installation of facilities or line extensions, whether constructed by the Member-Owner/Developer or his/her contractor, shall require prior approval of the Carbon Power & Light, Inc. ("Carbon") Board of Directors.
2. Carbon shall design all projects, at the Member-Owner/Developer's expense. Design estimates will be provided to the Member-Owner/Developer upon request. All design costs must be paid prior to Carbon's acceptance of the Project.
3. Carbon shall specify and approve all the equipment and materials associated with the Project.
4. Prior to construction, the Member-Owner/Developer will provide an acceptable and recordable easement to Carbon.
5. During construction of the Project, Carbon will require periodic inspections by Cooperative personnel to insure that construction standards as well as industry and safety standards are being met. At a minimum, weekly inspections will be required. Said inspections will be at the Member/Developer's expense and must be paid prior to Carbon's acceptance of the Project.
6. Cooperative reserves the exclusive right to refuse the acceptance of the Project at any time during or following construction if the Project fails to meet the standards utilized by Carbon to provide construction to its general membership. In all cases RUS guidelines shall apply.

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**STANDARD LINE EXTENSION POLICIES - OVERHEAD**

**SECTION V**

7. Projects exceeding \$25,000 shall require a deposit of five percent (5%) of the preliminary estimated construction costs (determined by Carbon) prior to proceeding. Said deposit will be applied to the actual Engineering and Inspection Costs incurred by Carbon during the course of the project. Following approval and acceptance of the Project by Carbon, any remaining deposit balance will be returned to the Member-Owner/Developer. Any additional costs incurred by Carbon, over and above the deposit amount, shall be paid by the Member-Owner/Developer prior to Carbon's acceptance of the project.
8. The Member-Owner and his/her contractor shall provide proof of insurance and indemnification in amounts acceptable to Carbon. The Member-Owner/Developer shall further agree to hold Carbon harmless of and from any and all liability for damages to persons and/or property resulting from the activities of the Member-Owner and his/her contractor in connection with the project.
9. Following a final inspection and approval of the Project by Carbon, the facilities of any "Member-Owner/Developer Construction Project" shall become the property of Carbon. No guaranteed revenue requirements or refunds a specified in the "Standard Line Extension Policies" will apply. Carbon shall own, operate and maintain the facilities following the construction and/or installation.
10. Carbon shall energize the facilities and make all critical splices and connections to its existing system. The installation of specified metering will be installed by Carbon.
11. Any issue not addressed in these Rules and Regulations will be resolved by Cooperative Management and the Board of Directors.

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**CO-GENERATION**

**SECTION VI**

**RULES AND REGULATIONS OF SERVICE**

**SECTION VI**

**SMALL POWER PRODUCTION – QUALIFYING CO-GENERATION FACILITIES**

**GENERAL**

To provide compliance by Carbon with the requirements of Sections 201 and 210 of the Public Utility Regulatory Policies Act (PURPA) of 1978, as amended and all governmental regulations lawfully promulgated there under (PURPA). To encourage the development of cogeneration and small power production facilities as defined by the aforementioned PURPA requirements. To offer a fair, reasonable and nondiscriminatory procedure through which Carbon may interconnect with qualifying cogeneration and small power production facilities in accordance with PURPA requirements.

**AVAILABILITY:**

These rules and regulations apply to all qualifying cogeneration facilities. Qualifying cogeneration facilities and small power production facilities of more than 25 kW will be considered on a case by case basis and will be governed by these Rules and Regulations along with Carbon’s Policies, Rate Tariffs and in correlation with the policies set forth by Carbon’s wholesale power supplier, Tri-State Generation and Transmission Association Inc. These Rules and Regulations apply to both existing and established facilities and are subject to change from time to time as may be deemed necessary or desirable by Carbon are as may be required by governmental authorities.

**POLICY:**

- A. Prospective Member-Owner co-generator shall submit a written submittal to Carbon of their intention to install co-generation at least 150 days prior to such installation. The owner or operator of a qualifying cogeneration or small power production facility greater than 25 kW shall as part of their submittal include detailed electrical circuit diagrams of the installation, equipment nameplate data for interface

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**CO-GENERATION**

**SECTION VI**

devices and control systems and a facility site plan. Prior to any interconnection between Carbon and the

Member-Owner co-generator, both parties shall enter into a written contract provided by Carbon, in accordance with its applicable Rules and Regulations, Policies and Rate Tariffs. No qualifying facility shall be connected to Carbon's electric system without Carbon's advance approval of such facility as being in compliance with these Rules and Regulations.

- B. The completed facility shall meet all applicable local, state and national codes and is subject to inspection by any authorities having jurisdiction, prior to the final parallel interconnection with Carbon. Carbon may inspect or require a test of the facility at any time without advance notice.
- C. The Member-Owner co-generator will be responsible for and shall pay for all costs associated with any additions or alterations to Carbon's electrical system required to accommodate the qualifying cogeneration facility.
- D. An approved disconnecting device operable by Carbon and suitable for disconnecting the qualifying cogeneration facility from Carbon's electrical system shall be required.
- E. Following the initial installation, applicable inspections and acceptance by Carbon of a qualifying cogeneration facility, the Member-Owner co-generator shall obtain approval from Carbon prior to making any revisions to the qualifying cogeneration facility, interconnection equipment, control devices and/or protective equipment.
- F. The control devices and/or protective equipment shall be approved by Carbon. This equipment must operate in accordance with the following safety and reliability requirements:
  - 1. Provide for an immediate automatic shutdown or separation of the qualifying cogeneration facility's generation equipment and storage devices from Carbons electrical system in the event of any of the following conditions, whether emanating from Carbon's electrical system or that of the qualifying cogeneration facility:

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**CO-GENERATION**

**SECTION VI**

- a. Momentary or extended interruption of electrical service on Carbon’s lines serving the qualifying cogeneration facility.
  - b. Deviation of frequency or voltage levels, outside Carbons normal operating standards on Carbon’s electrical system, serving the qualifying cogeneration facility.
  - c. If the qualifying cogeneration facility is operating in parallel with Carbons three phase electrical system, existence of abnormal rotation of phases or existence on any phase or phases of a condition listed in (a) or (b) above.
2. The shutdown or separation shall continue until the interruption, deviation or abnormal condition listed in (1) above has been eliminated and all applicable parameters listed in (1) are returned to within Carbon’s normal standards.
- G. In the event Carbon determines in its sole discretion that the qualifying cogeneration facility poses any safety hazard to any person or property, poses a hazard to the reliability of Carbon’s electric system or that the facility’s protective/control equipment is operating improperly, Carbon shall have the right to enter onto the qualifying cogeneration facility site and immediately disconnect the facility from Carbon’s electrical system.
  - H. The Member-Owner co-generator shall be responsible for all costs associated with any adverse affects, losses or need for repairs of other Member-Owners equipment, or Carbons electrical system caused by the approved interconnection or operation of a qualifying cogeneration facility.
  - I. Should the parallel operation of a qualifying cogeneration facility cause interference or adversely affect the voltage, frequency, harmonic content or power factor in Carbon’s electrical system or the services to other Member-Owners, Carbon may require disconnection of the qualifying cogeneration facility from Carbon’s electrical service until which time the condition is corrected.
  - J. Carbon may require liability insurance coverage by the Member-Owner co-generator. Review or testing of the qualifying facility by Carbon does not

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**CO-GENERATION**

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constitute any assumption of liability by Carbon for the safe, reliable and lawful operation of the qualifying cogeneration facility.

- K. If the Member-Owner co-generator fails to comply with the aforementioned Rules and Regulations or if the qualifying cogeneration facility constitutes a safety hazard, is a detriment to Carbon’s electric system reliability, is in violation with any applicable code, regulation or law, Carbon may at any time terminate the interconnection and parallel operation of the qualifying cogeneration facility.

Reserved for Future Use

Date Issued January 21, 2010 \_\_\_\_\_

Date Effective February 1, 2010 \_\_\_\_\_

By \_\_\_\_\_

Title General Manager \_\_\_\_\_

Carbon Power & Light, Inc.  
100 East Willow Street  
PO Box 579  
Saratoga WY 82331-0579

Original Sheet No. 59R  
Cancels Wyoming PSC No. 3 Sheet No. 59R

**CO-GENERATION**

**SECTION VI**

Date Issued January 21, 2010

Date Effective February 1, 2010

By \_\_\_\_\_

Title General Manager

Carbon Power & Light, Inc.  
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**CO-GENERATION**

**SECTION VI**

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By \_\_\_\_\_

Title General Manager \_\_\_\_\_

Carbon Power & Light, Inc.  
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Original \_\_\_\_\_ Sheet No. 61R  
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**CO-GENERATION**

**SECTION VI**

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Date Issued January 21, 2010

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By \_\_\_\_\_

Title General Manager

**SERVICE INTERRUPTION REPORTING PLAN**

**SECTION VII**

**RULES AND REGULATIONS OF SERVICE**

**SECTION VIII**

**SERVICE INTERRUPTION REPORTING PLAN**

**GENERAL STATEMENT**

In compliance with the Wyoming Public Service Commission's (Commission's) adopted Rule Section 325. *Additional Electric Utility Service Interruption Reporting*, the Cooperative has developed and submitted the following Service Interruption Reporting Plan.

**A. Definitions of Major and Minor Service Interruption:**

**1. Major Service Interruption (Scheduled or Nonscheduled):**

- A Major Service Interruption shall be defined as the loss of service to one (1) or more distribution substation feeders for a period greater than two (2) consecutive hours.
- A Major Service Interruption shall also be defined as a Service Interruption impacting twenty five (25) Cooperative Member-Owners or more for a period greater than eight (8) consecutive hours.

**2. Minor Service Interruption (Scheduled or Nonscheduled):**

- Shall be all other Service Interruptions

**B. Member-Owner Notification Requirements:**

**1. Major or Minor Service Interruptions (Scheduled):**

- The Cooperative shall make a reasonable effort to notify its Member-Owners 48 hours prior to a scheduled Service Interruption.
- Scheduled Service Interruptions that will occur on Monday will require Member-Owner notification on the previous Thursday.

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**SERVICE INTERRUPTION REPORTING PLAN**

**SECTION VII**

A. Commission *Notification* Requirements:

Major Service Interruption (Scheduled):

- Unless it is an emergency, the Commission shall be notified forty eight (48) hours prior to a scheduled Major Service Interruption.
- Nonemergency/scheduled Major Service Interruptions that will occur on Monday will require Commission notification on the previous Thursday.

2. Major Service Interruption (Nonscheduled).

- In the event that a Major Service Interruption resulting from a substation feeder lasts longer than two (2) consecutive hours the Commission shall be notified immediately using the Commission’s Service Interruption Reporting Telephone (SIRT). On the next business day, the Cooperative shall follow up with an email report utilizing the electronic spreadsheet Section 901 (n) (Form 14) in Chapter IX provided on the Commission’s website.
- In the event that a Major Service Interruption impacting twenty five (25) Member-Owners or more for a period greater than eight (8) consecutive hours, the Commission shall be notified immediately using the Commission’s Service Interruption Reporting Telephone (SIRT). On the next business day, the Cooperative shall follow up with an email report utilizing the electronic spreadsheet Section 901 (n) (Form 14) in Chapter IX provided on the Commission’s website.

3. Minor Service Interruption:

- No Commission notification necessary.

C. Commission *Reporting* Requirements:

1. The Cooperative shall prepare and file quarterly reports of all major and minor Service Interruptions in accordance with IEEE Standard 1366. Quarterly reports shall be filed with the Commission on Form No. 13 utilizing the electronic spreadsheet Section 901 (m) (Form 13) Chapter IX provided on the Commission’s website.
2. Cooperative reporting requirements, to the extent known shall include:

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By \_\_\_\_\_ Title \_\_\_\_\_ General Manager

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Wyoming PSC No. 5  
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By \_\_\_\_\_ Title \_\_\_\_\_ General Manager \_\_\_\_\_

**SERVICE INTERRUPTION REPORTING PLAN**

**SECTION VII**

- o Clearly identify the geographic location and geographic scope of the service interruption;
- o Describe the threat and provide a damage assessment of the service interruption explaining the risks and likely effects on the general public and our consumers; and,
- o Such reports shall include, but not be limited to:
  - a. Date and time;
  - b. Number of consumers affected;
  - c. Cause;
  - d. Estimated time of service restoration and basis for estimate;
  - e. Any deaths or injuries;
  - f. Efforts undertaken to restore service
  - g. Efforts undertaken to assist affected individuals;
  - h. Other governmental agencies notified;
  - i. Contact information for reporting individual;
  - j. If the event is ongoing, the time interval until the Commission will be updated; and
  - k. Any other information that may be necessary to assess the threat or damage.

**D. Cooperative Major Service Interruption Contact Information:**

1. The Cooperative shall provide the Commission a list of contact personnel (names and phone numbers) to be contacted during a Major Service Interruption.

The Cooperative contact list shall be reviewed by the Cooperative and updated if necessary by January 1<sup>st</sup> and July 1<sup>st</sup> of each calendar year.

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By \_\_\_\_\_ Title \_\_\_\_\_ General Manager \_\_\_\_\_

SINGLE PRIMARY CABLE INSTALLATION WAIVER

In areas where a loop system (circuit has the capability of being fed from two different points) is not applicable, the Carbon Power & Light, Inc. standard installation practices specify two (2) primary cables. One primary cable to be utilized as a spare in the event that the initial primary cable fails during periods of inclement weather and repairs cannot be readily made.

The prospective Member-Owner, however, has the option to elect the installation of a single primary cable, providing he signs this waiver, holding the Cooperative harmless in the event that the single cable fails during periods of inclement weather and repairs cannot be readily made. In addition, the Member-Owner will be required to continue paying the minimum contract or facility charge on that account.

I, \_\_\_\_\_, do fully understand my option for the installation of a single underground primary cable and I do agree to hold Carbon Power & Light, Inc. harmless in the event that the cable fails during periods of inclement weather when repairs cannot be readily made. In addition, I understand that I am required to continue to pay the minimum contract or facility charge on the account.

Signed \_\_\_\_\_

Date \_\_\_\_\_