

THE PUBLIC SERVICE COMMISSION OF WYOMING

NAME High West Energy, Inc.
ADDRESS PO Box 519
Pine Bluffs, WY 82082

Wyo. P.S.C. Tariff No. 5
Original Sheet No. R1

RULES AND REGULATIONS OF SERVICE

GENERAL SOURCES OF AUTHORITY

- a. Acts of the United States Congress and rules and regulations adopted by the Rural Utilities Service pertaining to electric Cooperatives.
- b. Wyoming laws and rules and regulations of the Wyoming Public Service Commission pertaining to electrical 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 and policies of High West Energy and all High West Energy tariffs filed with the Wyoming Public Service Commission.

PURPOSE OF RULES AND REGULATIONS OF SERVICE

These Rules and Regulations of Service shall govern the supplying and taking of electric service in such manner as will secure for each member the greatest practicable latitude in the enjoyment of service that is consistent in practice and approach comparable to other utilities in the industry, safe for the members and the Cooperative. These Rules and Regulations supersede and cancel all previous regulations pertaining to the supplying and taking of the Cooperative'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 members receiving electric service within the State of Wyoming, and where applicable in other states, from the Cooperative, and to all standard service agreements and contracts now existing or which may be entered into by the Cooperative, and to all rate schedules, which from time to time may be lawfully established.

The Cooperative may decline to serve a member or prospective member until such member or prospective member has complied with the rules and regulations of the Cooperative, Public Service Commission, and any applicable Federal, State, and Municipal or other local laws and rules and regulations.

The Cooperative may refuse or discontinue service to any member for non-compliance with these Rules and Regulations of Service where they specifically so provide.

MODIFICATION OF RULES AND REGULATIONS OF SERVICE

No agent, representative, or employee of the Cooperative shall have the authority to modify these Rules and Regulations of Service, but the Cooperative 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 Board of Directors and the Commission.

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 individual, entity, or public body requesting electric service from the Cooperative.

Commission: Wyoming Public Service Commission

Electricity: Electric power and energy produced, transmitted, distributed, or furnished by the Cooperative.

Member: Any individual, entity, or public body who has complied with the requirements for membership as provided in the Cooperative's Bylaws and Rules and Regulations of Service and has been accepted by the Cooperative's Board of Directors and is being or will be supplied electric service by the Cooperative. Except where the context or Wyoming law compels a different interpretation, throughout these tariffs "member" shall include customers who have not signed a membership application or agreement, in which case, they shall be considered nonparticipating members and shall not be entitled to vote at any annual or special meeting of the cooperative, shall not be eligible to serve on the Cooperative's Board of Directors, and shall not be entitled to an allocation of patronage capital.

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.

Special Contract: A written agreement between a Cooperative and a member 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.

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By: Jared Routh

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Title: CEO/General Manager

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AVAILABILITY AND TYPE OF ELECTRIC SERVICE

The type of electric service which will be furnished to the member will depend on the location, size, and type of load to be served.

It is necessary that the member obtain from the Cooperative the phase and voltage of the service that will be furnished before proceeding with the purchase of motors or other equipment.

Also, the point of delivery on the premises served must be determined before the member's wiring installation is made.

The Cooperative 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>
120-volts	114 to 126 volts	Single-phase, 2 wire
120/240-volts	228 to 252 volts	Single-phase, 3 wire
208Y/120-volts	197 to 218 volts	Three-phase, 4 wire wye
240/120-volts	228 to 252 volts	Three-phase, 4 wire Delta
480/240-volts	456 to 504 volts	Three-phase, 4 wire Delta
480Y/277-volts	456 to 504 volts	Three-phase, 4 wire wye
12,470Y/7200-volts	11,846 to 13,094 volts	Three-phase, 4 wire wye

The preceding voltages are standard types of service supplied by the Cooperative, where available, and when all contact terms and terms and conditions for service have been agreed to by the member and the Cooperative.

Deviation from the nominal service voltages of the Cooperative shall be in accord with the voltage levels as listed in the American National Standards Institute (ANSI) 84.1.

Special service voltages will not be supplied to a member by the Cooperative. Special voltage is a voltage requested by the member which is different from the standard service voltages supplied by the Cooperative.

If a special voltage is required by the member, it shall be his responsibility to install his own equipment at his expense, which will transform the service voltage to the required level. All such equipment must be approved by the Cooperative prior to being placed in service.

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RATES

APPLICATION OF RATES

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

The Cooperative will determine for any member the rate best suited for existing or anticipated service requirements as defined by the member. When optional rates are available to the member, it is the member's obligation to designate a choice.

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

Where a written agreement (contract) for electric service has been executed by the Cooperative and the member for a specified period of time longer than sixty (60) 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'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 the justification exists to change to a more favorable rate for the member under the remaining contract term.

Special rates shall not be available to a member or become effective for use by the Cooperative until approved by the Board of Directors and filed with the Wyoming Public Service Commission.

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

No jurisdictional rate or tariff shall be instituted, added, deleted, changed, closed, or discontinued except pursuant to the Order of the Commission upon application.

TEMPORARY AND INDETERMINATE SERVICE RATES

A member requiring temporary and indeterminate service shall pay the regular rates applicable to the class or classes of service rendered.

Temporary service is defined as service for purposes which by their very nature indicate short duration, one (1) year or less.

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APPLICATION FOR SERVICE

Any individual, entity, or public body desiring to apply for electric service shall do so by:

1. Signing an application for membership and electric service.
2. Paying the membership fee specified by the Cooperative and any applicable deposit.

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 unless the Cooperative determines that the physical or electric characteristics of the facility served requires more than one point of delivery according to good engineering and operating practice.

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

The signed application when accepted by the Cooperative’s Board shall constitute a contract for service. The contract is not transferable by the member, and a new occupant of the premises must make a new and separate application in writing to the office of the Cooperative before service is begun.

A member no longer desiring service at a location must notify the Cooperative of his intent to discontinue service in order to avoid liability of payment for subsequent service at such location.

The Cooperative will assess an Idle Line Retention Fee if the member wishes to disconnect the service and not have the service retired. (See Sheet No. R34).

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

Unless otherwise specified, all contracts for electric service under the scheduled rates of the Cooperative shall be for an initial period of five (5) years and are automatically renewed upon the expiration date on a month-to-month basis unless canceled by either party.

The Cooperative may require a contract for an extended period of time when a member’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 the Cooperative.

SERVICE TO NEW INSTALLATION

When making an application for service at a location not previously served, the Applicant shall provide the Cooperative with the exact location of the premises and anticipated load characteristics by device. Upon receipt of such information, the Cooperative will designate a Point of Delivery at which service connections will terminate and near which the member must provide, free of expense to the Cooperative, a suitable place satisfactory to the Cooperative, for the transformer or transformers, meter or meters, and any other equipment of the Cooperative which may be necessary for the fulfillment of such contracts as the member may enter into with the Cooperative.

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METER READING

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

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

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

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

METER READ BY THE COOPERATIVE

Each meter shall be read at approximately monthly intervals on approximately the same day of each month. Whenever it is not possible with reasonable diligence to read a meter for that month, the Cooperative will submit an estimated bill to the member based upon previous usage and other available information. The amount of such estimated bill will be adjusted as necessary when the next actual reading is obtained.

ADVANCED METER OPT-OUT

If the Cooperative determines the integrity of our advanced metering infrastructure (AMI) will not be hindered, members may elect to have an advanced meter removed from their location. Approval is required. The member will be charged to manually read their meter whenever a meter reading is required. The Cooperative will read the meter. There will not be additional charges for reading multiple meters at the same location and in the same name. (Fee listed on Sheet No. R34).

In the event our AMI capabilities will be hindered and, therefore, a member request is likely to be denied, the member may elect to pay for additional AMI equipment to be placed at alternate locations in order to be approved.

COMBINING OF METER READINGS

The Cooperative shall regard each point of delivery as a separate service or contract and shall separately meter and charge accordingly.

Meter readings shall not be combined for the purpose of giving the member a lower rate, regardless of his classification except by special contract.

Meters shall not be installed by the member for the purpose of breakdown or sub-metering to other members.

CHARGES FOR TAMPERING WITH METER SEALS

The consumer shall not break, cut, or otherwise open the meter seal without prior approval from the Cooperative.

Unauthorized breaking, cutting, or otherwise opening a meter seal may subject the consumer to a meter seal charge as described on Sheet No. R34, and other penalties under Wyoming law.

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DENIAL OF SERVICE TO A MEMBER

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

1. The Cooperative does not have adequate facilities to render the service requested;
2. The requested service appears to be unsafe or likely to adversely affect service to another member; or
3. The requesting member is indebted to the Cooperative for damages to Cooperative property or Cooperative related service charges previously rendered and satisfactory payment arrangements have not been made with the Cooperative.
 - a. If indebtedness for service rendered at a former location is in dispute, the requesting member shall be provided service at the new location upon complying with the Cooperative's deposit requirements and paying the amount in dispute. Upon settlement of the disputed amount, any balance due to the member shall be refunded with accrued interest at the Commission Authorized Interest Rate shown on Sheet No. R34.
 - b. The Cooperative shall not refuse service to a new member because of debts of a previous member at the same location.
 - c. The Cooperative may refuse service due to unpaid line extension charges for facilities serving the location.

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MEMBER DEPOSITS

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

- (a) The Cooperative may require a deposit if:
 - (i) A prior service account with the Cooperative remains unpaid and undisputed at the time of application for service;
 - (ii) Service from the Cooperative has been terminated for:
 - (A) Non-payment of any undisputed delinquent bill;
 - (B) Failure to reimburse the Cooperative for damages due to the member's negligent or intentional acts; or
 - (C) Acquisition, diversion, or use of service without the authorization of or knowledge by the Cooperative.
 - (iii) Information provided upon application for service is materially false or a misrepresentation;
 - (iv) The application is for initial service with the Cooperative or the applicant did not have service with the Cooperative for a period of at least 12 consecutive months during the past four years.
 - (v) The applicant or non-residential member is unable to pass the Cooperative's objective credit screen. In order to pass the objective credit screen, the applicant or non-residential member must fulfill one or a combination of the following:
 - (A) Received 12 consecutive months of service from the Cooperative with the undisputed portions of the 12 most recent bills paid in full when due;
 - (B) Provide an acceptable letter of credit or business reference;
 - (C) Pass a credit check performed by the Cooperative.
 - (vi) The request is for service at an address where a former member with an undisputed delinquent bill for service still resides or conducts business;
 - (vii) The applicant for service or the member has been brought within the jurisdiction of the bankruptcy court or has had a receiver appointed in a state court proceeding within the five-year period immediately preceding the request for service; or
 - (viii) The Cooperative has determined that it has a significant financial risk in continuing to provide service to a specific load or non-residential member. The Cooperative and member may attempt to reach a deposit agreement. If the Cooperative and the member are unable to reach an agreement, the Cooperative shall file a confidential petition requesting expedited review and Commission approval prior to collecting the deposit. The petition shall contain the basis for the Cooperative's determination, the amount of deposit sought, and sufficient information for the Commission to contact the member.
- (b) The Cooperative shall not require a deposit as a condition of new or continued Cooperative 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 the member's estimated bill for three months of highest use based on the premises' monthly bills during the immediate previous 12-month period. If billing information for the immediate previous 12-month period is not available, the deposit shown on Sheet No. R34 shall apply for residential members. For all other classes, the deposit will be based on anticipated service characteristics and anticipated load.
- (d) The Cooperative shall retain records showing:
 - (i) The name and address of each member making the deposit;
 - (ii) The date and amount of the deposit; and
 - (iii) Each accounting transaction concerning the deposit.
- (e) The Cooperative shall provide the member a non-assignable receipt or other record of deposit, showing the date and amount received.
- (f) The Cooperative shall calculate simple interest on deposits at the Commission Authorized Interest rate as described on Sheet No. R34. Interest shall apply only to deposits held for at least six months but shall accrue from the initial date of deposits through the date that the deposit is returned to the member.
- (g) The Cooperative may accept a written guarantee from an acceptable guarantor in lieu of a deposit to pay a member's bill. After the Cooperative has verified the member's identity, the member shall agree to permit the Cooperative to provide the member's account information to the guarantor upon the member's default.

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- (h) Deposits and any unpaid interest earned on deposits shall be applied as a credit to the member's bill unless requested by the member to be refunded, when:
- (i) The accrued interest equals or exceeds \$10.00. The Cooperative shall apply the credit at least annually;
 - (ii) A residential member has received 12 consecutive months of service with no cause to discontinue and the member's bills have been paid when due;
 - (iii) A commercial or industrial member has received 12 consecutive months of service, with no cause to discontinue; the member's bills have been paid when due; and the member passes the Cooperative's objective credit screen; or
 - (iv) Service is discontinued. The Cooperative shall not require the member to provide the original receipt in order for the deposit to be returned. Any credit balance on the account after the deposit is applied shall be refunded to the member. If the Cooperative is unable to make the refund due to the lack of knowledge of the member's location, additional interest will not accrue after the service discontinuation date. The Cooperative shall manage such deposits as unclaimed property as required by Wyoming law (W.S. §34-24-109).

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CHANGE OF OCCUPANCY

When a member elects to discontinue service, the Cooperative is to be notified either by telephone, in person, or in writing as to the proposed effective date of such discontinuation. The Cooperative will then make reasonable efforts to discontinue service as requested. The Cooperative will read the meter on the date service is discontinued. Leaving the service connected to vacant premises does not constitute consent by the Cooperative for the new occupant of such premises to use the service without making proper application for said service.

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CONDITIONS OF SERVICE

CONTINUITY OF SERVICE

The Cooperative will use reasonable diligence to supply steady and continuous electric service to each member at the point of delivery, but will not be liable to the member for damages occasioned by irregularities or interruptions beyond the Cooperative’s control.

INTERRUPTIONS OF SERVICE

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

Where possible, all members that will be materially affected, will be notified two business days in advance of such interruptions, as to time and duration with special emphasis placed on notification of hospitals, police, fire, public health and safety installation, etc. The Cooperative shall notify the Commission of all major planned service interruptions at least 48 hours in advance, except for emergency interruptions of service. A Major Service Interruption is defined as a single feeder outage to twenty-five (25) or more members for a period estimated to last eight (8) hours or more, or a sustained single feeder outage of two (2) hours or longer to 500 or 50% of members, whichever is fewer.

The Cooperative may cause emergency interruption of service, without notice to the member, when required by failure of equipment, unexpected and prolonged increase in load, fire, storm, strike, act of God, or other causes beyond the Cooperative’s control.

The Cooperative may in good faith select the areas or members whose service is interrupted as emergency conditions require.

Each January and July, or as soon as updated information is available, the Cooperative shall submit to the Commission a written, confidential list of the Cooperative’s contact names and telephone numbers to be used when a service interruption occurs. The list shall include the contact information of individuals who have knowledge of the service interruption, estimated duration, and possible causes of the service interruption. The list shall also include the contact information of individual(s) who are available to confer with the Commission at any point in time.

EXCLUSIVE SERVICE ON COOPERATIVE’S SYSTEM

The standard electric rate schedules of the Cooperative are based on exclusive use of the Cooperative’s service, and, except in cases where the member has a contact with the Cooperative for auxiliary, breakdown, or supplementary service, no electric service from another source will be used by the member on the same installation in conjunction with the Cooperative’s service.

This does not preclude members from having a net metering system or being a small power producer or qualified facility.

These exclusions do not apply to Net Metering Systems, Qualifying Facilities (QF), or Small Power Producers (SPP).

BREACH OF CERTIFICATED SERVICE TERRITORY BOUNDARY

The Cooperative shall promptly notify the Commission if the Cooperative has knowledge of a direct or indirect provision of service by another utility for use within the Cooperative’s territory without the Cooperative’s authority. Upon receipt of information indicating such unauthorized service, pursuant to the Commission’s authority, after notice and opportunity for hearing, the Commission may:

- i. Require either utility or the affected member(s) to install a meter at the territorial boundary to measure the quantity of delivered energy and demand from the time of installation. This meter is to be paid for, owned, and operated as the Commission determines.
- ii. Require payments between the utilities and/or additional payment by the member(s) involved. The Commission will make the determination regarding whether any payments are one-time or ongoing.
- iii. Take any other action that the public interest may require, including, but not limited to, revising the boundaries of the utilities’ certificated service territories.

Upon request of the Cooperative, the other utility, or the affected member(s), the Commission may defer action on the notification for a reasonable period to allow the utilities and affected member(s) an opportunity to resolve the matter by agreement. Any agreement the utilities and affected member(s) reach shall be subject to Commission approval.

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EMERGENCY GENERATING EQUIPMENT

Exclusive service on the Cooperative's system does not prohibit the installation of emergency generating equipment by members whose services are of such a nature that service interruptions cannot be tolerated by them, provided that such emergency generating equipment does not operate more than two (2) hours per week under non-emergency conditions.

The emergency generating equipment is not to be connected to the Cooperative's system without the express consent and approval of the Cooperative and the installation of a double throw switch or auto transfer switch, the cost of which will be borne by the member.

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

Auxiliary, breakdown, or supplementary service as furnished by the Cooperative is not to be connected or operated in parallel with a generating plant, except when such operation is provided for by a special contract filed with the Commission.

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BILLING

All bills shall be available no later than the 10th calendar day of the month.

The Cooperative may mail to the member at the address shown on the application for service, change of address order, or to a person at such address designated by the member a bill for electric service delivered thereunder, but the Cooperative reserves the right to adopt other methods of delivering bills.

All bills for electric service are due on the 28th day of the month, after which the bill becomes delinquent.

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.

All bills are to be paid at the office of the Cooperative or at authorized Cooperative collection points within the time specified on the bill. Designated collection points require delivery at least one day prior to the due date to be considered timely.

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

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

BILLING INFORMATION

The bill to the member will clearly show the following information:

- a. Net amount due and the last day payable after which the bill becomes delinquent;
- b. Dates and meter readings of beginning and ending of the period during which service was rendered;
- c. A distinct marking to indicate an estimated bill;
- d. An appropriate rate or rate code identification;
- e. Any multipliers, constants, or factor used in calculating the bill.

WAIVER OF MINIMUM MONTHLY PAYMENT

If the Cooperative is prevented from furnishing, or if the member is prevented from receiving all or any considerable portion of the electric service contracted for, and should such failure to deliver or receive be due to acts of God, or to public enemies, strikes, riots, wars, Orders of Court, or to other acts reasonably beyond the control of either the Cooperative or the member, the minimum monthly payment provided for shall be waived or adjusted until the situation is resolved.

DELINQUENT BILLS

All bills presented to the member for payment become delinquent if not paid by the 28th day of the month. Payment date is the day the payment is received at the office of the Cooperative. Payments received by mail after the due date will NOT be considered delinquent if postmarked by the 20th. Should the 28th be a Friday, Saturday, Sunday, or holiday, the following Monday or workday shall be the due date.

A late payment penalty, shown on Sheet No. R34, will be charged to the total undisputed past due balance after three business days following the due date.

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BUDGET PAY PLAN

Available to members of the Cooperative for farm and home energy payments upon request, after twelve consecutive months of service.

In order to participate in the Cooperative's budget pay plan, a member must have an acceptable payment history with no more than one late payment in the past twelve months. An account must have zero balance at the time the budget payment plan is established.

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COMPLAINTS AND DISPUTED BILLS

COMPLAINTS

The Cooperative shall perform the following upon notification of a member complaint:

1. Make a full and prompt investigation;
2. Advise the complainant of the findings of the investigation;
3. Maintain a record of written complaints for three (3) years, including, but not limited to, the following:
 - a. Name of complainant
 - b. Address of complainant
 - c. Date of complaint
 - d. Character of the complaint
 - e. Adjustment or disposal made

DISPUTED BILLS

If a member, 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. Upon application of either party, the Commission may make such other orders relating to disputed charges as it deems just.

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ADJUSTMENTS OF BILLS

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 reported.
2. For estimated readings that are later found to vary from the actual usage.
3. When there is a change of residents at a location without the meter being removed or read and there is a question about the final or beginning readings.
4. When there are some other extraordinary circumstances such as extremely bad weather or a disaster that interferes with the normal delivery of mail.
5. If the Cooperative charged, collected, or received any rate or rates in excess of the rates fixed in the Cooperative's tariff, the Cooperative shall immediately refund to the member, the difference between the rates fixed in the tariff and the rates charged, collected, or received.
6. If the Cooperative undercharged a member as a result of a meter or metering inaccuracy, or other continuing problem under the Cooperative's control, the Cooperative may bill the member in accordance with Wyo. Stat. §37-2-222, for the amount of unmetered electricity rendered in the 183 days immediately prior to the date the Cooperative remedies the meter inaccuracy. The typical time period over which the undercharge may be collected shall be 12 consecutive months. The member may elect to pay over a shorter period, or the Cooperative may allow repayment over a longer period.

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DISCONTINUATION OF SERVICE

- (a) Unless otherwise ordered by the Commission, the Cooperative shall not terminate service to any member for violating the Cooperative's Rules and Regulations of Service, or for non-payment of bills for service until the Cooperative has given at least seven calendar days' notice to residential members or three calendar days to commercial or industrial members.
- (b) Notice shall be effective when a copy is provided to the member in person, by telephone after member verification, or received by U.S. mail at the member's last known mailing address. Additional notice may be provided electronically. The notice shall contain:
 - (i) The name of the person whose account is delinquent and the service address to be discontinued;
 - (ii) The rule or regulation that was violated or the amount of the delinquent bill;
 - (iii) The effective date of the notice and the date on or after which service is to be discontinued;
 - (iv) The Cooperative's specific address and telephone number for information regarding how to avoid service discontinuation;
 - (v) The names of agencies or organizations that have notified the Cooperative that they render assistance to eligible persons who are unable to pay their Cooperative bills; and
 - (vi) A statement advising the members how to contact the Commission if discontinuation is disputed.
- (c) For residential members, the notice shall inform the member that, if prior to the initial date for the discontinuation, the member provides the Cooperative with written verification from a health care provider responsible for the care of a member or his/her co-habitants stating that their health or safety would be seriously endangered if service were discontinued, the Cooperative shall extend the date for discontinuation set forth in the notice by 30 days to allow for bill payment.
- (d) The Cooperative shall attempt to make actual contact with the member either in person or by telephone, after member verification, before discontinuing service during the cold weather period of November 1 through April 30.
- (e) The Cooperative shall also provide notice of discontinuation or account delinquency to a third party if a member or person acting for the member has requested that the Cooperative do so after member identification verification. The right to request third-party notification does not create third-party liability for payment.
- (f) If the member defaults, the Cooperative shall provide the discontinuation notice to any guarantor and member simultaneously. The guarantor's service shall not be subject to discontinuation as a result of the member's default.
- (g) The Cooperative shall remove a guarantor when:
 - (i) The member has received 12 consecutive months of service with no cause for discontinuation, bills have been paid when due, and the member passes an objective credit screen;
 - (ii) The guarantor has paid all amounts due for service through the date the Cooperative receives the request to terminate the guarantor agreement; or
 - (iii) An additional agreement with the Cooperative is in place.
- (h) The Cooperative may discontinue service between 8:00 a.m. and 4:00 p.m. Monday through Thursday, without further notice when:
 - (i) The notification period has elapsed, and the delinquent account has not been paid;
 - (ii) Acceptable payment arrangements have not been made with the Cooperative;
 - (iii) The Cooperative is not satisfied the member has ceased violating the Cooperative's Rules and Regulations of Service;
 - (iv) The member has given the Cooperative a returned check to meet a payment arrangement or pay a past due bill.
- (i) The Cooperative shall not discontinue service for bill non-payment:
 - (i) On a legal holiday or the day before;
 - (ii) During the period from December 24 through January 2, inclusive;
 - (iii) On any day the Cooperative cannot reconnect service;
 - (iv) If the member enters into an agreement with the Cooperative for payment of the delinquent billing over a reasonable time and the member complies with the payment arrangements;
 - (v) If the member owes the Cooperative money due to a meter or other billing error and the member complies with payments arrangements;
 - (vi) At a previous address for a different class of service;
 - (vii) Of non-Cooperative service or merchandise;
 - (viii) If a member is paying bills on time, even though a former member with an undisputed delinquent bill for service resides or conducts business at the same address;
 - (ix) If a Cooperative bill is in dispute and the member duly pays the Cooperative bill or bill portion that is not in dispute;
 - (x) If the temperature is forecasted by the National Weather Service or other reputable source to be below 32° F in the impending 48 hours, or if conditions are otherwise especially dangerous to health and the member is:
 - (a) Unable to pay for service in accordance with the Cooperative's billing requirements and is actively seeking government assistance or has exhausted such assistance; or
 - (b) Able to pay for service in installments only.

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- (j) The Cooperative shall assist elderly and handicapped persons who are unable to pay their Cooperative bills by determining available government assistance.
- (k) The Cooperative may discontinue service to a member without advance notice for reasons of safety, health, cooperation with civil authorities, fraudulent use, tampering with or destroying Cooperative service facilities or member failure to comply with the Cooperative’s curtailment procedures during supply shortage.
- (l) Upon a member’s or legally authorized person’s request, the Cooperative shall make reasonable efforts to discontinue the member’s service as requested. The Cooperative performs these types of discontinuations during normal business hours.

The Cooperative may discontinue service for any of the above reasons whenever and as often as such reasons occur. A delay by the Cooperative in discontinuing, or failing to discontinue service, does not waive the Cooperative’s right to do so.

DISCONTINUING UPON ADVANCE NOTICE

The Cooperative will mail a notice of discontinuation to the mailing address that is on record in the member’s account. This notice will be included in their monthly bill and shall state the discontinuance date. Should a member opt out of receiving the paper billing statements, this notice will be on the electronic version of the bill that they can obtain on the e-bill site.

A Cooperative employee or representative will make an attempt to contact the member at the telephone number. The Cooperative may also attempt to contact the member with an email address provided to the Cooperative. Email will be sent with a “read receipt”. All contacts will be documented in the member’s account.

Should the member be contacted, and the delinquent energy bill and fees paid, no further action need be taken by the Cooperative. If not paid, service will be discontinued.

In the event that this member is up for discontinuation, and the member’s account does not have a current telephone number or email address on record, the Cooperative shall place a hang note in an obvious entryway, when available, with the following data:

1. Name of the Cooperative;
2. Date and hour of data entry;
3. Statement that should the energy bill not be paid; the service will be discontinued 24-48 hours from the date and hour shown.

The member will be charged the Collection Fee listed in the Schedule of Fees. The member is allowed one hang-note at the physical property in a twelve-month period. In the event the member is up for discontinuation of service in the following eleven months, the member will not receive a hang-note but will be up for discontinuance on the date of the discontinuation notice, if authorized by Commission rules.

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RECONNECTION OF DISCONTINUED SERVICE

When service has been discontinued for violation of the Cooperative's Rules and Regulations of Service, non-payment of bills, or fraudulent use of service; and the member desires the service to be reconnected, the Cooperative may require the member to pay in full all bills due for service rendered up to the date service was discontinued, plus the reconnection charge. The Cooperative may elect to accept a payment arrangement with the member. Upon satisfaction of reconnection requirements, the Cooperative shall restore service as soon as practicable. The Cooperative shall not charge to reconnect service when discontinuation was improper. The reconnection charge amounts are shown on Sheet No. R34.

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Original Sheet No. R17

MEMBER'S RESPONSIBILITY

COOPERATIVE EQUIPMENT

The member shall not permit anyone who is not an agent of the Cooperative to remove or tamper with the Cooperative's property.

CHANGES IN MEMBER'S ELECTRICAL EQUIPMENT – NOTIFICATION

All equipment supplied by the Cooperative for use by each member has a definite capacity. In the event a member shall add to the size of his electrical equipment, he shall notify the Cooperative so that its transformer, meter, and other related equipment may be enlarged sufficiently to support the increased load.

The member, when failing to advise the Cooperative of changes in a timely fashion, assumes responsibility for any subsequent damage to his property.

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

NOTICE OF TROUBLE

The member shall give immediate notice, at the office of the Cooperative, of any interruptions or irregularities or unsatisfactory service and any defective facilities known to the member.

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RESALE OF ELECTRICITY

The Cooperative shall not furnish electricity to any member or non-member for purposes of resale. As specified by the Wyoming Public Service Commission in Chapter 3, Section 36:

- (a) The direct sale of a utility commodity by a person without a certificate of public convenience and necessity is prohibited.
- (b) A direct sale of the utility commodity takes place if a person separately charges tenants or other persons for a utility commodity.
- (c) This Rule does not apply to:
 - (i) The provision of utility commodities in connection with the leasing or rental of facilities for less than 15 days' occupancy; or
 - (ii) Otherwise exempt pursuant to Wyoming Statute § 37-1-101(a)(vi)(H).

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FRAUDULENT USE OF ELECTRICITY

In the event of fraudulent use of electricity, or evidence of attempted fraudulent use of electricity, such as tampering with metering equipment, breaking of meter seals, jumpering of metering equipment or service wiring, is discovered, the Cooperative shall have the right to discontinue service, without notice, to the member or non-member.

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

In addition, the regular reconnection charge will be paid by the member.

If it is shown to the satisfaction of the Cooperative that the member had no connection with, or knowledge of, such fraudulent use of electricity, the service will be restored without charge.

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ATTACHMENTS TO COOPERATIVE FACILITIES

Attachments to the Cooperative's poles and other equipment shall only be allowed after the execution of special joint use contracts, specifying, but not limited to, fees, drawings of attachment(s), and term of contract.

Attachments not negotiated for by the owner and agreed to by the Cooperative, with a joint use contract, may be removed by the Cooperative.

Upon discovery of an unauthorized attachment, the owner, if known, shall be allowed ten (10) days to remove same. If the attachment is believed to cause an unsafe condition, the attachment will be removed upon discovery.

The removed attachment shall be held at the Cooperative's home office for ninety (90) days and may be reclaimed by a payment of the labor and transportation costs incurred by the Cooperative to remove the attachments.

After ninety (90) days the attachments shall become the property of the Cooperative.

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IDLE SERVICE

In order to meet and maintain current operating costs as well as principal and interest payments, all lines constructed or energized must produce sufficient revenue to maintain the infrastructure and the system's integrity.

At the time a member requests to have a service discontinued they will be provided two options. The service can either be retired, where all plant and equipment will be removed, or the member can elect to pay a monthly Idle Line Retention Fee equal to 75% of the current Grid Access Charge for the rate class of the service. Should the member fail to pay this charge for 60 days, the member will be notified that the service will be retired. The member will have 30 days from notification to contact High West Energy to pay the owed charges and continue billing. Failure to respond will be acknowledgment that the service will be retired per the Cooperative's schedule.

In the event that the service is removed, replacement of the service will be considered a new service at the member's expense.

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METER TEST

METER TEST REQUESTED BY MEMBER

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

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

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

The meter accuracy test charge amount is shown on Sheet No. R34.

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METER TESTING SCHEDULE

The Cooperative shall test or cause to be tested all single and poly phase solid state meters installed on the member's premises in accordance with the following:

Based on the "General Theory of Operation," the Cooperative will utilize a random sampling program to statistically verify meter accuracy for self-contained meters and ratio and burden for instrument transformer installation according to American National Standard Institute for Electric Meters Code for Electricity Metering (ANSI C12.1-2008) for testing and the American National Standard Sampling Procedures and Tables for Inspection by Variables for Percent Nonconforming (ANSI/ASQ Z1.9-2008) for sampling.

All in-service billing/revenue meters in the Cooperative's service territory will be divided into homogenous test groups based on the date of purchase. A random sample from each homogeneous lot will be selected, tested, and statistically analyzed in accordance with ANSI/ASQ Z1.9-2008 Tables A-1, E-2, and B-3 for a double specification limit, variable unknown, and standard deviation method with 2.5 acceptance quality limit value for upper and lower specification limits combined, Inspection Level 11 and Normal Inspection. The statistical sampling program conforms to the guidelines provided by ANSI and the Tables for Inspection by Variables for Percent Nonconforming (ANSI/ASQ A1.2008). Based on an analysis of Cooperative historical test data for electronic meters and recommendations by ANSI Standard C12.1-2008, the random sample test program as described will begin the sixteenth (16) year of the meter service and annually thereafter.

The Cooperative shall retain a meter test record of all electric meters for the life of the meter. The meter test record shall indicate:

- a. Manufacturer
- b. Serial Number
- c. Type
- d. Capacity
- e. Date of Purchase
- f. Date of test
- g. Type of test
- h. Reason for test
- i. Reading before the test
- j. Accuracy percentage at each tested load
- k. Current Locations

Subsequent tests of the meter will be stored in addition to the original factory meter test. A record of the names and addresses of all members with the serial number of related meters(s) will be retained for a minimum of three years.

The Cooperative shall cause the master meter test standard used to perform meter tests and calibrations:

- a. to be housed in a temperature-stable environment.
- b. to be calibrated annually by an instrument with a higher degree of accuracy that is traceable to the National Institute of Standards and Technology.

Any tools, rubber gloves, equipment, etc., will be maintained, tested, and certified in accordance with the manufacturer's recommendations and standard safety requirements.

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OTHER SERVICES

WORK BEYOND POINT OF DELIVERY OF SERVICE

The Cooperative shall perform no work for a member beyond the “point of delivery” of electric service, except 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.

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 the Cooperative of the dimensions of the object being moved, the time it will be moved, and the exact route over which it will be moved.

Payment shall be made in advance to the Cooperative for the cost of providing clearance of electric lines for the move.

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

RELOCATION OF COOPERATIVE FACILITIES

Upon request from a member 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, eliminate hazardous conditions, or prevent a recurrence of tampering or diversion of electric service, the Cooperative will bear part or all the cost of relocation. The amount of such expense to be paid by the member, if any, will be determined by the Cooperative.

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

Relocation of a meter installed on a building, house, or structure at the request of the member to another place on the building, house, or structure shall be paid for by the member.

SECURITY LIGHT - RELOCATION

Following the initial installation of a security light on an existing pole, the Cooperative will, upon request, relocate the light.

Relocation of a security light, when requested by the member and involving other facilities installed to serve the light, shall be paid for by the member. Such charges shall be those incurred by the Cooperative in the relocation of the light and related facilities.

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LOCATION OF METERS

The meter may be installed on a pole, pedestal, or the service structure in compliance with National Electric Safety Codes (NESC) and National Electric Code (NEC) requirements, as applicable.

Meters and associated devices shall be installed in a reasonable location accessible for reading, testing, inspection, removal, and where such activities will minimize interference and inconvenience to the member and the Cooperative. Under no circumstances shall any meter be removed or relocated except by authorized Cooperative personnel.

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

A meter, when installed, shall be readily accessible to authorized Cooperative personnel for meter reading, testing and maintenance, and shall not be subject to server vibration, dust, vapors, or corrosive liquids.

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ACCESS TO PREMISES AND RIGHT-OF-WAY

ACCESS TO PREMISES

Authorized Cooperative personnel shall have access at all reasonable hours to premises of members for the purpose of inspecting wiring and apparatus, removing or replacing the Cooperative's property, reading of meters, determining power factor, trimming trees, and all other purposes incident to the supplying of electric services.

RIGHT-OF-WAY

Without reimbursement by the Cooperative, the member will furnish to the Cooperative permits, certificates, and/or right-of-way satisfactory to the Cooperative across the property owned or controlled by the member for the Cooperative's distribution power lines or extensions thereof necessary or incidental to the supplying of service to the member or one or more other members.

The Cooperative will use reasonable diligence in protecting the property owner when providing or maintaining service line connections.

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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 the Cooperative connects to the wiring system of the member.

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

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

Where the point of delivery is on a building or other structure, 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's facilities and shall be agreeable to both parties.

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MEMBER WIRING AND INSPECTION

MEMBER'S WIRING

All electric wiring and equipment installed on the member's side of the "point of delivery" shall be at the member's expense and shall be installed and maintained in accordance with the requirements of the National Electric Code as adopted by the Commission in its Rules and with all requirements prescribed by governmental authority having jurisdiction thereof. The Cooperative reserves the right to refuse to connect to any wiring or apparatus that does not meet these requirements, and the Cooperative may, without further notice, discontinue service to any member when a defective condition of wiring or equipment upon the member's premises is discovered.

The Cooperative will not be responsible for any loss, injury, or damage that may result from defects in electric wiring or equipment on the member's side of the point of delivery.

INSPECTION OF MEMBER'S ELECTRIC SYSTEM

The Cooperative shall have the right but does not assume the duty, to inspect the member's electrical facilities from time to time and to refuse to commence or continue service if an installation fails to meet code requirements, is defective or hazardous, or for any other reason considered to be an unsafe operating condition. The cost of repairing Cooperative equipment resulting from a defective member's wiring will be charged to the member.

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Original Sheet No. R29

MEMBER SERVICE REQUIREMENTS

TYPE OF SERVICE CONNECTION

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

MINIMUM SERVICE CONNECTION

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

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 the Cooperative, more than one service to a single member 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 conform to the applicable edition of the National Electric Safety Codes (NESC).

SUPPORT FOR SERVICE DROP ATTACHMENT

When service wires are attached to a building or pole, the member or contractor will provide a substantial means of support, and attachment. The type and location of the support shall be coordinated with an authorized representative of the Cooperative.

If the building or pole is not of sufficient height for conductors to be at least ten feet (10’) from the ground, the member shall furnish, install, and maintain an adequate fixture to which the service wires may be attached.

SERVICE ENTRANCE WIRING

Service entrance wiring raceways are to be terminated on the exterior of the building at a point six inches (6”) or more above the service drop attachments 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.

The member’s service entrance conductors shall extend not less than thirty inches (30”) outside the service head to permit proper attachment of 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 (NEC), Cooperative Rules and Regulations of Service, and any applicable state and local codes.

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

SERVICE EQUIPMENT

The member shall install a fused main disconnect or circuit breaker main discontinue on new services between the Cooperative’s meter and the member’s service wires.

LOAD BALANCE

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

GROUNDING

The member’s wiring system shall be efficiently grounded as required by the National Electrical Code (NEC) or applicable state and local codes.

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LOW POWER FACTOR EQUIPMENT

Should the member install any electrical device or devices creating a low power factor, the Cooperative may require the member 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 percent (90%).

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

Such corrective equipment should normally be installed in the circuit between the lower 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.

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 members, the Cooperative shall reserve the right to require the member to install suitable equipment, at his own expense, that will isolate or reduce the disturbing effect to levels or limits acceptable to the Cooperative.

HARMONIC CORRECTION

Should the member's equipment introduce harmonics in the Cooperative's system, such harmonics shall be less than the limits stated in the Institute of Electrical and Electronics Engineers (IEEE) Standard 519 regarding acceptable harmonic levels. If Standard 519 is not met, the Cooperative shall reserve the right to require the member to install suitable equipment at their own expense to reduce harmonics such that the Institute of Electrical and Electronic Engineers (IEEE) Standard 519 is met.

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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 nameplate 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.

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 members, the Cooperative shall reserve the right to require the member to install suitable equipment at his own expense, that will reduce the disturbing effect to levels or limits acceptable to the Cooperative.

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

If such a request is made by the member, the Cooperative will conduct individual studies to determine the maximum allowable starting current for each specific installation and, if necessary, will advise the member as to the type of motor starting device needed.

THE PUBLIC SERVICE COMMISSION OF WYOMING

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Original Sheet No. R31

CONSTRUCTION SCHEDULE AND COSTS

Construction Schedule

Construction of new services shall be in the same order that payments for memberships, construction advances, and service charges, as applicable, are received by the Cooperative and consistent with good management and subject to material availability.

Construction Costs

Each Cooperative member will receive a final cost if an amount or a refund is due, no later than 90 days after the project closeout. This report will compare the actual costs of construction to the original estimated project costs. If the actual construction costs exceed the amount of contribution received on the project, the member will be invoiced for the additional required contribution. If the member contribution exceeds the actual costs of construction, the excess contribution will be refunded to the member.

“Actual Cost at Time of Utilization” for the use of fleet will be assessed at the time of request due to fluctuation in costs to avoid overcharging the member. The equipment includes digger trucks, big buckets, small buckets, service trucks, backhoes, trenchers, bobcats, vactron, skid steers, and any other equipment required for the installation of electric plant. The “Actual Cost at Time of Utilization” includes all labor, overheads, equipment, and fees unless specifically identified as being furnished by the Cooperative.

Date Issued: March 1, 2025
By: Jared Routh

PUBLIC SERVICE COMMISSION
APPROVED
EFFECTIVE: **January 13, 2026**
DOCKET NO. **10015-93-CT-25**
STATE OF WYOMING

PSC Approved Effective Date
Title: CEO/General Manager

THE PUBLIC SERVICE COMMISSION OF WYOMING

NAME
ADDRESS

High West Energy, Inc.
PO Box 519
Pine Bluffs, WY 82082

Wyo. P.S.C. Tariff No. 5
Original Sheet No. R32

STANDARD LINE EXTENSION POLICIES

GENERAL SERVICE LOADS UP TO 1,000 kVa

The Cooperative’s Standard Extension Policies govern the extension and furnishing of electric service to its members. The Standard Extension Policies shall be considered in conjunction with the provisions of the Cooperative’s various rate schedules and other provisions of these Rules and Regulations of Service.

- a. General Service of Permanent Character for residential services and farm, ranch, or small business services of 100 kVa or less of installed capacity:

The Cooperative shall install the value of one span of single-phase overhead line, without cost, to the applicant.

All extension costs beyond that of the cost of one span of single-phase overhead line, up to \$15,000, will require a minimum of 50% of the estimated cost in excess of the value of the one span as a contribution in aid of construction to be paid prior to commencing construction. One span of single-phase overhead line is defined as a meter, wire, transformer, one pole, and guy.

The applicant shall sign a contract for 5 years, guaranteeing revenue based on 2% per month of the cost of construction and less contribution in aid of construction.

All extensions requiring a cost of construction over \$15,000 will require a 100% contribution in aid of construction in excess of \$15,000.

A permanent structure constructed within the service area of the Cooperative shall be served by the Cooperative under the applicable rate without extra cost to the member other than the minimum bill as stated in the rate schedule and the contract term as called for under this line extension policy. On completion of the 5-year contract term, the minimum shall be as filed with the rate schedule for the member class.

- b. Ranch, farm, commercial, or industrial services exceeding 100 kVa of installed capacity:

The Cooperative shall extend its lines, without cost, to a ranch, farm, commercial, or industrial applicant with at least 100 kVa of installed capacity unless the cost of the connection and extension shall exceed three (3) times the estimated annual revenue less estimated power costs.

All extensions exceeding the limit of free extension cost will require 100% of the estimated cost in excess of three (3) times revenue less power costs as a contribution in aid of construction to be paid prior to commencing construction.

When estimating revenue and power costs, the Cooperative will use its experience and expertise to make these calculations. Input from the applicant will be considered; however, if there are unknowns or discrepancies, the Cooperative shall have discretion in determining revenue and power costs. If, after 12 months of operation, the applicant is using more power than originally estimated by the Cooperative, the contribution in aid of construction will be recalculated and a refund provided, if requested. Likewise, if after 12 months of operation, the applicant is using less power than originally estimated by the Cooperative, the contribution in aid of construction may be recalculated, and an additional contribution in aid of construction will be required.

Line extensions to commercial or industrial applicants that desire or require a non-tariffed retail rate will be made on a case-by-case basis and subject to the approval of the CEO/General manager. In these cases, the contribution in aid of construction will normally be 100% of the cost of construction paid prior to commencing construction.

- c. Indeterminate Service – Less than \$15,000 investment:

Indeterminate electric service is service where the indications are that its use in the location will be for an indeterminate period of time and indeterminate revenue. Extensions for this type of service shall be considered under the following policy.

The Cooperative shall require from the applicant payment of the estimated cost of installing and removing the facilities, plus the estimated costs of material to be used which will be unsalvageable after removal of the installation.

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d. Temporary Service:

A temporary service for short-term use will require the member to pay all costs in advance of construction for making the service connection and extension and removing the facilities after the service has been discontinued. When facilities are removed, the member shall be refunded the material salvage value.

The rate schedule applicable for this class of service shall be applied in its entirety during the period for which the service is furnished.

SERVICE TO LOADS EXCEEDING 1,000 kVa

The Cooperative may provide electric service to loads exceeding 1,000 kVa under a special contract.

The Cooperative shall take into consideration when preparing such contracts to serve loads exceeding 1,000 kVa, the following:

- a. Investment in extension of facilities to serve.
- b. Estimated annual revenue produced by the load.
- c. Terminated risks, including duration of service and member’s credit.
- d. Initial term of contract.
- e. Unusual fluctuation or disturbances to the Cooperative’s system.
- f. Special equipment necessary to provide non-standard voltage or above normal continuity of service.
- g. Other load characteristics, seasonal or otherwise.
- h. Removal costs less salvage value.

SERVICE TO MOBILE HOMES

When situated on land owned by the member and installed in a permanent manner, that is, wheels removed, set on a foundation and skirted, the service will be considered as “Service of a Permanent Nature.”

When situated on land not owned by the member or not installed in a permanent manner, the service shall be “Indeterminate” or “Temporary.”

SERVICE TO A RESIDENTIAL SUBDIVISION

Electric service to a platted residential subdivision where the developer wants the entire electrical distribution system installed at one time shall be provided under the following terms:

The developer shall deposit with the Cooperative a sum equal to the estimated cost of the project under the terms of an eight (8) year contract. Such deposits shall be paid to the Cooperative before construction is started on the extension to serve the subdivision.

No interest shall be paid on the sum of money deposited with the Cooperative.

Once each year, for a period of eight (8) years, the Cooperative shall refund to the developer, for each lot connected and receiving service during the year, a sum equal to the total cost of service divided by the total number of platted and developed lots in the subdivision. It will be the developer’s responsibility to request the annual refund by providing a list at year-end of the lots connected and receiving service.

In no case will the amount refunded exceed the amount paid to the Cooperative, less 25% percent. At the end of the eight (8) year term, any portion of the original deposit that has not been refunded to the developer shall become the property of the Cooperative. The Cooperative will act on all annual refund requests within 60 days of receipt and will be granted a 60-day grace period for the final payment at the end of the eight (8) year term.

An alternative method of obtaining service shall be for the developer to have services installed on each lot with the appropriate meter and then pay monthly, for eight (8) years, a minimum bill which will amortize the total cost of service within eight (8) years. The developer shall make the required minimum bill payments for each lot until the service has been transferred to a new owner.

Each residence shall be served through an individual meter at a location acceptable to the Cooperative and the developer.

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Original Sheet No. R32b

Prior to any actual construction of cooperative electric service facilities to or in the subdivision, the developer shall furnish the Cooperative with a copy of the platted subdivision showing street, sewer, and Cooperative layout and easements, along with any other information needed in the design and location of the Cooperative facilities.

The developer shall furnish, at no cost to the Cooperative, any easements on the property necessary to provide electric service.

Each residence served in the subdivision shall be billed under the applicable residential rate schedule.

In the case of subdivisions that consist of at least two (2) units per acre, the Cooperative may allow a letter of credit to be substituted for the deposit that would only be called if more than 25% of the lots do not have housing units connected after eight (8) years.

The Cooperative reserves the right to negotiate alternative terms that are in the best interest of the developer and the Cooperative on a case-by-case basis.

SERVICE TO A COMMERCIAL DEVELOPMENT

Electric service to a platted commercial subdivision, where the developer wants the entire electrical distribution system installed at one time, shall be provided under the following terms:

The developer shall deposit with the Cooperative a sum equal to the estimated cost of the project under the terms of an eight (8) year contract. Such deposit shall be paid to the Cooperative before construction is started on the extension to service the subdivision.

No interest shall be paid on the deposit.

Upon services being connected within the development, the Cooperative shall estimate the incremental three (3) years' annual revenue less three (3) years' estimated power costs. The Cooperative will refund the results of the calculation to the developer. The Cooperative will track the construction costs, revenues, and power costs so that any additional connected services result in a proper and timely refund.

At the end of eight (8) years, any portion of the original contribution that has not been refunded to the developer shall become the property of the Cooperative.

The Cooperative reserves the right to negotiate alternative terms that are in the best interest of the developer and the Cooperative on a case-by-case basis.

SERVICE TO MOBILE HOME PARKS

Electric service shall be provided by the Cooperative through an individual meter to each space within a mobile home park.

Billing for each space shall be under the applicable rate schedule.

The mobile home park must be designed to accommodate mobile homes as opposed to travel trailers.

The owner of the mobile home park shall furnish and install the necessary service equipment at each mobile home space for a disconnect of the Cooperative's service drop (if overhead) or service lateral (if underground). The service equipment shall be mounted on a service pole provided by the Cooperative, or service pedestal provided by the part owner.

Meters and meter bases will be furnished by the Cooperative. Meter bases shall be installed by the Cooperative. Ownership of the meter and meter base shall remain with the Cooperative. Service pedestals, main disconnects, and underground conductors shall be owned by the mobile home park owner.

The owner of the mobile home park shall furnish at no cost to the Cooperative any easements on the property necessary to provide electric service to the mobile home park.

Prior to actual construction of electric service facilities to the mobile home park, the owner shall furnish to the Cooperative a plat of the park layout showing street, sewer, Cooperative easements, and other information needed for the design and location of the Cooperative's distribution system.

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UNDERGROUND EXTENSIONS

Upon application by a member, builder, or developer, for an extension by the Cooperative of underground, primary, and secondary distribution facilities, the Cooperative may install such facilities under the following terms:

The applicant shall pay to the Cooperative an amount equal to the estimated cost of such underground construction in excess of the estimated cost of overhead construction of required primary and secondary facilities prior to the allowances being calculated, unless otherwise approved by the Cooperative Engineering Manager or CEO/General Manager.

Any work, construction, or furnishing of facilities required of the member, builder, or developer for such installations shall be performed in accordance with the Cooperative’s specifications and be coordinated with the Cooperative’s representatives.

Underground service shall not be provided by the Cooperative to a member installation considered to be temporary or indeterminate.

CONTRACT TERM

The standard contract term for electric service under the Cooperative’s filed rate schedules shall be as follows:

Members requiring an extension of Cooperative secondary or primary lines to provide service in addition to the transformer, meter and service drop shall sign a five (5) year contract minimum.

Special contracts may be granted by the Board of Directors; however, the member will pay the minimum bill or 2% per month of the balance of the cost of construction (whichever is higher).

REFUNDS FOR ADDITIONAL TAPS OFF A LINE EXTENSION

Applicants who pay a contribution for a line extension may be eligible for a refund when new line extensions connect into their project. The following outlines the qualifications and terms for the refund:

- a. The refund applies only to primary line extensions and facilities.
- b. Refunds will be based on a prorated sharing of the contribution for the portion of the line shared.
- c. The window of opportunity to receive a refund is limited to five (5) years from the completion date of the initial contribution, or the total of all the refunds made to the original contributor sum up to 80% of the initial contribution, whichever comes first.
- d. The minimum refund shall be \$2,500.
- e. Only the original member who installed the original line extension may receive the refund. A change of property or facility will not apply.
- f. The line extension sharing may only be split among a maximum of three (3) groups and/or individuals, including the original applicant(s).
- g. The member eligible for a refund may waive, in writing, the owed line extension refund for new line extensions connecting into the original project. Each waiver will be treated as a refund for the purposes of calculating any future refunds within the five (5) year refund period.

TYPE OF SERVICE

Single-phase service is standard.

Three-phase service, when available and economically feasible, may be furnished upon written application from the member. This type of service will be furnished at standard Cooperative voltage and under standard Cooperative line extension policies.

Billing shall be under the applicable rate schedule for the class of member being served.

Three-phase service shall be available for three-phase motors of 10 horsepower and larger, or smaller size motors with a total connected capacity of 10 horsepower or more. All motors exceeding 10 horsepower will be three-phase.

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

The minimum bill for three-phase and single-phase service shall be as called for in the applicable rate schedule after the term of the contract has been completed.

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DETERMINATION OF LENGTH AND COST OF AN EXTENSION

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

LINE EXTENSION OWNERSHIP

Every extension shall at all times be the property of the Cooperative, regardless of whether a deposit or contribution is made in aid of construction.

RIGHTS-OF-WAY

The member shall furnish a written easement in a form required by the Cooperative for the location of the Cooperative's service facilities upon the member's premises.

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

In any real estate development, wherein the Cooperative is requested or desires to install distribution facilities for service to existing and future members located therein, and the dedicated Cooperative easements are found to be insufficient for such installation, the owner (developer) shall, upon request, furnish any additional easements required for such installation by the Cooperative.

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

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

Date Issued: March 1, 2025
By: Jared Routh

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APPROVED
EFFECTIVE: **January 13, 2026**
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PSC Approved Effective Date
Title: CEO/General Manager

THE PUBLIC SERVICE COMMISSION OF WYOMING

NAME High West Energy, Inc.
ADDRESS PO Box 519
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Wyo. P.S.C. Tariff No. 5
Original Sheet No. R33

NO PREJUDICE OF RIGHTS

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

Date Issued: March 1, 2025
By: Jared Routh

PUBLIC SERVICE COMMISSION
APPROVED PSC Approved Effective Date
EFFECTIVE: **January 13, 2026** Title: CEO/General Manager
DOCKET NO. **10015-93-CT-25**
STATE OF WYOMING

THE PUBLIC SERVICE COMMISSION OF WYOMING

NAME High West Energy, Inc.
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Wyo. P.S.C. Tariff No. 5
 Original Sheet No. R34

SCHEDULE OF FEES

Business Hours	7:30 a.m. to 5:00 p.m., Monday – Thursday
Tampering with Meter Seals	\$100.00
Avoided Cost Rate	\$0.02602 per kWh
Security Deposit	
Maximum	Up to the total amount for the three (3) months of highest use during the previous 12-month period.
Minimum	\$250.00
Connect Fee	
Request for reconnection to be made during business hours.	No Charge
Reconnect Fee	
Request for reconnection to be made during business hours.	\$25.00
Request for reconnection to be made after business hours	\$25.00
Non-Sufficient Funds Fee	\$35.00
Collection Visit Fee	\$50.00
Administrative Fee	\$40.00
Assessed monthly to those accounts that are not billed through the normal billing software program. (Special Contract Members or Commercial Members that require subtractive calculations of metered usage beyond their respective meters.)	
Staking Fee	\$0.00
Temporary Service Fee	Actual Cost
Meter Accuracy Test	\$50.00
Late Payment Penalty	3% on total undisputed past due.
Wyoming Public Service Commission Authorized Interest Rate	This rate is found on the Commission’s website: http://psc.state.wy.us/
Idle Line Retention Fee	At time of disconnect, the member will pay 75% of the current monthly grid access charge monthly for the months the service is disconnected. Reference Sheet No. R21
Opt-out Meter Reading Fee	\$50.00
Material	Cost Plus 20%
Net Metering Infrastructure Integration Cost	\$250.00