

January 25, 2022

BUECI Sewage Tariff #3

**SEWAGE TARIFF NO. 3**

**BARROW UTILITIES AND ELECTRIC COOPERATIVE, INC.**

**Providing sewage service in Barrow/Utqiagvik, Alaska.**

**TARIFF**

**TABLE OF CONTENTS**

SECTION	PAGE
1. DEFINITIONS.....	4
2. GENERAL PROVISIONS .....	5
3. APPLICATION FOR SERVICE.....	8
4. LANDLORD – TENANT AGREEMENTS FOR PREMISES WITH INDIVIDUAL SEWER SERVICE CONNECTIONS.....	9
5. SERVICE CONNECTION AND DISCONNECTION.....	10
6. DEPOSITS.....	12
7. BILLING, DISCOUNTS AND DELINQUENT ACCOUNTS .....	14
8. EASEMENTS.....	19
9. RIGHT-OF-ACCESS .....	20
10. POINT OF DELIVERY.....	20
11. INSPECTIONS.....	21
12. CONSUMER’S RESPONSIBILITIES.....	21
13. OUTAGES.....	23
14. [INTENTIONALLY LEFT BLANK] .....	23
15. [INTENTIONALLY LEFT BLANK] .....	23
16. [INTENTIONALLY LEFT BLANK] .....	23
17. TEMPORARY SERVICE .....	23
18. PERMANENT UNDERGROUND SERVICE .....	23

19. [INTENTIONALLY LEFT BLANK] .....23

20. [INTENTIONALLY LEFT BLANK] .....23

21. [INTENTIONALLY LEFT BLANK] .....24

22. DISCONNECTION OF SERVICE .....24

23. PROCEDURE FOR CONSUMER COMPLAINTS .....27

24. [INTENTIONALLY LEFT BLANK] .....27

25. UNAUTHORIZED ATTACHMENTS .....27

SCHEDULE OF NONRECURRING CHARGES .....27

RATE SCHEDULE – BUS Sewage Service .....28

MAP OF BUECI SERVICE AREA .....29

## **1. DEFINITIONS**

The following terms are defined as follows in this Tariff:

**ACCESSIBLE:** Capable of being reached quickly and easily.

**ADVANCE-IN-AID OF CONSTRUCTION:** A potentially refundable sum of money an applicant must sometimes pay as a condition of obtaining service from the Cooperative.

**BUECI:** Barrow Utilities and Electric Cooperative, Incorporated.

**BUS:** The Barrow Utilidor System owned by the North Slope Borough.

**CLASS OF SERVICE:** The type of service rendered by the Cooperative under a particular Rate Schedule.

**COMMERCIAL SERVICE:** Service to premises where activities requiring a business license take place. If commercial activity takes place in a residence and its operation requires more than 25% of the premise's square footage, or sewage disposal service, or demand use, then the entire service will be considered commercial. Any service that does not qualify as residential service is commercial service.

**CONSUMER:** Any person, firm, association or corporation, or any government agency being supplied with energy by the Cooperative.

**COOPERATIVE:** BUECI.

**COST:** The total cost to the Cooperative for all labor, material, overhead, and all other direct and indirect costs.

**DEFERRED PAYMENT PLAN:** An agreement between the Cooperative and a qualified residential consumer providing for a payment schedule for a deposit, past due or delinquent account balance.

**DELINQUENT:** A bill not paid within 55 days from the date the bill is rendered.

**LANDLORD:** An owner of a premises with an individual sewage service who rents or leases the premises to another person.

**PAST DUE:** A bill not paid within 25 days from the date the bill is rendered.

- PROPER NOTICE:** A written notice mailed to the last known address on the Cooperative's records fifteen (15) days prior to the date of a service disconnection and attempted personal contact three (3) business days prior to said disconnection.
- RESIDENTIAL:** Applies to service to premises used exclusively or almost exclusively for living quarters.
- SCHEDULE OF NONRECURRING CHARGES:** The schedule of charges for various utility services other than monthly charges for service.
- SERVICE:** The furnishing of sewage disposal services to a given location.
- SPECIAL CONTRACT:** A written agreement between the Cooperative and a consumer to establish a rate or conditions of Cooperative service, or both, that, due to size, load characteristics, or other conditions, differs from those established for general classes of service.
- TARIFF:** The document that defines the terms and conditions under which the Cooperative offers service to its consumers.
- T&M:** The time and materials necessary to complete a task.
- WORK-ORDER RELATED ACTIVITY:** Any work performed by the Cooperative other than service charges for sewage disposal.

## **2. GENERAL PROVISIONS**

### **2.1 PURPOSE**

This Tariff contains the rates, rules, regulations, and terms and conditions under which the sewage disposal services and facilities of Barrow Utilities and Electric Cooperative, Inc., are offered to the eligible public. In this Tariff, Barrow Utilities and Electric Cooperative, Inc., is referred to as "the Cooperative."

### **2.2 SCOPE**

These Tariff provisions are part of all written agreements or contracts for delivery of sewage disposal service. They are equally binding on the Cooperative and its consumers.

2.3 COPIES OF RULES AND REGULATIONS AVAILABLE TO CONSUMERS

Copies of this Tariff and copies of the rate schedules and operating policies shall be available for inspection or distribution at the office of the Cooperative during normal office hours.

2.4 REVISION

This Tariff has been adopted in compliance with the Cooperative's Articles of Incorporation and Bylaws<sup>1</sup>. This Tariff may be revised, amended, supplemented, or otherwise changed at any time by the Cooperative's Board of Directors. No officer, agent, or employee of the Cooperative has the authority to alter or amend this Tariff. Changes shall only be made to the Tariff after the Board of Directors has provided notice and the opportunity to comment on the proposed changes to the public.

2.5 CONFLICT

In case of conflict between any provision of the Rate Schedules or special contracts and the text of this Tariff, the provision of the rate schedule or special contract shall prevail. If a Rate Schedule conflicts with a special contract, the provisions of the special contract apply.

2.6 AVAILABLE SERVICE

Sewage disposal service is available to consumers connected to the BUS.

2.7 MEANS OF CONTACTING THE COOPERATIVE

(a) The Cooperative maintains a business office at the following location:

1295 Agvik Street  
Barrow, AK 99723

Consumers may obtain service and rate information, make payments, submit applications for service, receive explanations of their bills, and inspect and obtain copies of the Cooperative's Tariff at this office.

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<sup>1</sup> See Bylaws, Article XII, Section 3.

Consumers may also make payments at any time on-line at the Cooperative's website:

[www.bueci.org](http://www.bueci.org)

(b) The Cooperative's business office telephone number is:

**907-852-6166**

(c) The following telephone number may be used after-hours to notify the Cooperative of an emergency condition:

**907-852-3176**

(d) The following mailing address may be used for the Cooperative:

P.O. Box 449  
Barrow, AK 99723

## 2.8 NOTICES

All notices to the Cooperative shall be made at the business office in person and/or in writing and no telephone communication shall be considered as proper notice. The Cooperative will not be responsible for error, delay, or expense resulting from a telephone, mail or e-mail notice, but the Cooperative shall exercise diligence in carrying out communications from the consumer.

## 2.9 SUBMISSION OF DOCUMENTS

Agreements and other documents may be submitted on paper or through electronic means at the Cooperative's option.

## 2.10 RELATIONSHIP WITH NORTH SLOPE BOROUGH

The Cooperative provides utility services in its capacity as the sewer utility for its service area and holder of the Certificate of Public Convenience and Necessity for the provision of sewer service (Certificate #267) in the community of Barrow. The North Slope Borough is the owner of the BUS and sets the rates for sewer service because of its ownership of the BUS and determines whether to add additional consumers to the BUS.

**3. APPLICATION FOR SERVICE**

3.1 FORM OF APPLICATION

Prospective consumers must request service on the Cooperative’s standard application or service contract form. The application or contract for service shall be binding only after acceptance by a duly authorized representative of the Cooperative. The Cooperative requires a separate application or contract for each class of service at each separate location.

3.2 MEMBERSHIP REQUIRED

The Cooperative is a cooperative corporation and membership in the corporation is required in order to receive service. A consumer shall become a voting member of the Cooperative after complying with the applicable provisions of the Cooperative’s Bylaws.<sup>2</sup>

3.3 AUTHORIZED SIGNERS

All applications for service or other requests or orders relating to the provision of service must be executed by the consumer or the consumer’s authorized agent. An officer or authorized representative may submit applications for service or other requests or orders on behalf of an association, company, corporate entity, or government agency.

3.4 IDENTIFICATION REQUIRED

An applicant for service must provide a valid state-issued driver’s license or government-issued photo identification.

**4. LANDLORD – TENANT AGREEMENTS FOR PREMISES WITH INDIVIDUAL SEWER SERVICE CONNECTIONS**

4.1 AVAILABILITY OF AGREEMENT

A landlord may enter into a Landlord – Tenant Agreement with the Cooperative to ensure continuity of service after a tenant’s departure and/or delinquency under the following terms and those set forth in the Landlord – Tenant Agreement. To enter into a Landlord – Tenant Agreement, the Landlord must complete a Landlord – Tenant Agreement and supply the Cooperative with the landlord’s

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<sup>2</sup> See Bylaws, Article I, Section 1.



and all tenants' current mailing addresses and phone numbers. The landlord is responsible for keeping this information current.

4.2 DEPOSIT REQUIRED

No deposit is required for sewage service.

4.3 WAIVER OF CERTAIN FEES

Service name change charges will be waived for a landlord if a current Landlord-Tenant Agreement has been submitted, reviewed and accepted by BUECI on the Cooperative's standard Landlord – Tenant Agreement form. Otherwise, the service name charges shall be assessed in accordance with the Schedule of Nonrecurring Charges.

4.4 PAYMENT REQUIRED

The landlord shall pay for any utility billings in the landlord's name in a current manner and maintain any deposit requirements.

4.5 TRANSFER UPON DISCONNECTION

Upon receiving tenant's timely request for service disconnection or notice of vacating the premises, the Cooperative will automatically transfer the account name and payment responsibility for the account to the landlord.

4.6 DELINQUENCIES

If tenant's account is or becomes delinquent, the Cooperative will provide written notice to both the tenant and the landlord. If the tenant's account is not brought current within twelve (12) business days, the Cooperative will automatically:

- (a) transfer the account name and payment responsibility on the account to the landlord;
- (b) deduct the amount of the tenant's delinquent bill, if any, from the landlord's deposit.

4.7 TRANSFERABILITY

Landlord – Tenant Agreements are not transferable between landlords; in the event of a change in property ownership, the new landlord must complete a new Landlord – Tenant Agreement.

4.8 TERMINATION

The Landlord – Tenant Agreement may be terminated by the Cooperative for the following reasons:

- (a) landlord’s failure to provide or maintain the required deposit; or
- (b) landlord’s violation of Section 22.1 (Causes for Disconnection without Notice).

**5. SERVICE CONNECTION AND DISCONNECTION**

5.1 REGULAR SCHEDULING

Consumer-requested service connections and disconnections are normally made during regular work hours, Monday through Friday, excluding holidays. Other service disconnections per Section 22 (Disconnection of Service) will be accomplished on Monday through Thursday during normal business hours. The Cooperative assesses connection and reconnection charges as reflected in the Schedule of Nonrecurring Charges contained in this Tariff.

5.2 OUTSIDE BUSINESS HOURS

If a consumer requests connection or disconnection outside regular business hours, the consumer shall pay the actual costs for labor and overhead.

5.3 ADVANCE NOTICE

Consumers are expected to request service connections or disconnections as far in advance as possible, at a minimum, three (3) days.

5.4 EXISTING FACILITIES

The Cooperative will re-establish service to existing facilities within five (5) business days following a request by an applicant who has been accepted for service. “Existing facilities” means consumer facilities ready and acceptable to the Cooperative, where the Cooperative needs only to turn on the service.

5.5 NEW SERVICE

Consumer requests for permanent service where there is no connection to the BUS must be established by the North Slope Borough.

5.6 DELAYS

If the Cooperative finds that it is unable to meet a previously scheduled date for establishing service, it will attempt to advise the consumer in a timely manner of the revised date when service will be available.

5.7 REFUSING SERVICE

The Cooperative may refuse to establish service if:

- (a) An applicant fails to submit or falsifies information on an application for service (See Section 3.1, Form of Application).
- (b) An applicant or another person residing on the premises has an outstanding amount past due for Cooperative service and has not made arrangements acceptable to the Cooperative for payment of the outstanding balance.
- (c) A condition exists or would exist upon establishment of service at the service premises that the Cooperative believes is unsafe or hazardous to the applicant, a member of the public, the Cooperative's personnel or facilities, or the integrity of the sewage disposal system.
- (d) An applicant is required under the provisions of Section 6 (Deposits) of this Tariff to make a deposit with the Cooperative and fails to provide the Cooperative with that deposit.
- (e) An applicant refuses to furnish money, services, equipment, access or easements that are required under any provision of this Tariff.
- (f) An applicant refuses to become a member of the Cooperative or abide by the Cooperative's Bylaws.

## 6. DEPOSITS

### 6.1 WHEN REQUIRED

The Cooperative may require a deposit if:

- (a) A prior service account with the Cooperative remains unpaid and undisputed at the time of application for service;
- (b) Service from the Cooperative has been terminated for:
  - (1) Nonpayment of any undisputed delinquent bill;
  - (2) Failure to reimburse the Cooperative for damages due to the Member's negligent or intentional acts; or
  - (3) Acquisition, diversion, or use of service without the authorization of or knowledge by the Cooperative.
- (c) Information provided upon application for service is materially false or a misrepresentation;
- (d) The application for initial service with the Cooperative or the application did not have service with the Cooperative for a period of at least 12 consecutive months during the past four years;
- (e) The applicant or non-residential Member is unable to pass the Cooperative's objective credit screen. In order to pass the objective credit screen, the applicant or non-residential Member must fulfill one or a combination of the following:
  - (1) Received 12 consecutive months of service from the Cooperative, which the undisputed portions of the 12 most recent bills paid in full when due;
  - (2) Have a favorable credit rating with a third-party credit reporting agency;
  - (3) Receive a favorable credit rating from the Cooperative's financial risk assessment tool; or
  - (4) Provide an acceptable letter of credit or business reference.

- (f) The request is for service at an address where a former Member with an undisputed delinquent bill for service still resides or conducts business;
- (g) The applicant for service, or the member, has been brought within the jurisdiction of the bankruptcy court, or has had a receiver appointed in a state court proceeding, within the five-year period immediately preceding the request for service; or
- (h) The Cooperative has determined that it has a significant financial risk in continuing to provide service to a specific load or non-residential Member.

## 6.2 AMOUNT OF DEPOSIT

The deposit will be the greater of three (3) times the estimated average monthly bill at the location or three (3) times the average monthly bill of that consumer class. Consumers or prospective consumers whose credit rating has been established satisfactorily by their record of payment or otherwise will not be required to make a cash deposit. At the Cooperative's discretion, a consumer may pay the deposit in installments over the first three (3) months of service. For non-residential consumers, the Cooperative may require a higher deposit by special contract.

## 6.3 RECEIPTS

On every deposit accepted under these rules, the Cooperative will issue a non-assignable receipt showing the date received, amount deposited and the return of said deposit.

## 6.4 INTEREST

No interest shall be paid on deposits.

## 6.5 USE OF DEPOSITS

The Cooperative may apply the consumer's deposit as payment towards any delinquent amounts due and owing the Cooperative. If the consumer shall fail to restore any such deposit upon twenty-five (25) days' notice, the Cooperative may discontinue service until the deposit is restored as per Section 22.2 (Disconnection With Notice).

6.6 REFUND OF DEPOSITS

The Cooperative shall refund the deposit within thirty (30) days to any residential consumer if the consumer:

- (a) Provides a letter or other written verification from the utility which last provided comparable service to the applicant stating that the applicant was not past due in payment for the last twelve (12) consecutive months of service at the prior location.
- (b) Has a payment history with the Cooperative of not more than two past due payments and no delinquent payments in the prior twelve (12) consecutive months of service.
- (c) Terminates service with the Cooperative, to the extent the amount held exceeds any balance due to the Cooperative.

6.7 PERSONAL GUARANTEES

The Cooperative may require, prior to accepting an application for service from an entity, personal guarantees of payment from the owners of the entity.

6.8 DEPOSIT ADJUSTMENTS

The Cooperative will institute or adjust a deposit for an established consumer who becomes delinquent in payment. The amount of any new deposit required will be consistent with the above provisions.

6.9 PREPAID METERING

The Cooperative does not offer prepaid sewage service.

**7. BILLING, DISCOUNTS AND DELINQUENT ACCOUNTS**

7.1 BILLS

The Cooperative will render monthly utility bills to all consumers each month. Charges for service may commence when the service is installed and sewage disposal is available. The Cooperative will separately bill for each sewage connection at a consumer's premises. The utility service bills will be rendered no later than the last business day of the month. Bills may be delivered by mail,

through the Cooperative's website, by e-mail or picked up in person at the business office.

7.2 DUE DATE

A bill is due and payable on the date the bill is rendered. A bill is rendered on the date shown on the bill ("the billing date"), unless the bill is mailed more than three (3) calendar days after the billing date, in which case the bill is considered rendered on the date the bill is postmarked.

7.3 DISCOUNT

Sewage rates are set by the North Slope Borough and do not include an early payment discount.

7.4 DELAYS

BUECI is not responsible for delays in mailing or delivery of payments. The postmark or mailing date will not be used to determine payment dates.

7.5 PAST DUE AND DELINQUENT BILLS

A bill will be considered past due if not paid within 25 calendar days after the date it is rendered. A bill will be considered delinquent if not paid within fifty-five (55) calendar days after the date it is rendered.

7.6 APPLICATION OF PAYMENTS

Unless otherwise agreed to by both the consumer and the Cooperative, payments received will be applied to the oldest outstanding balance owing to the Cooperative, even if the amount owing is for another class of utility service or a different service location.

7.7 LATE AND FINANCE CHARGES FOR WORK-ORDER RELATED ACTIVITY

For amounts due for work-order related activity:

- (a) The Cooperative will impose a late charge, as set forth in the Cooperative's Schedule of Nonrecurring Charges, on any amounts past due at the time an invoice is printed.
- (b) In addition to a late charge, the Cooperative will impose a finance charge

on all past due or delinquent amounts as set forth in the Cooperative's Schedule of Nonrecurring Charges.

(c) There is no discount for early payment for work-order related activity.

#### 7.8 DECLINED PAYMENTS

If a payment (including a payment by check, credit card, or ACH) is declined by a financial institution due to insufficient funds or other causes, the account of the consumer shall be charged for the amount of the payment, plus the amount of discounts previously applied, and a Returned Payment Fee in accordance with the Schedule of Nonrecurring Charges. The consumer shall be notified that the payment was not made and must make the payment "good" within five (5) business days of mailing of such notice. A consumer who has been notified that service will be disconnected under Section 22.2 (Disconnection With Notice) that has a payment declined may be immediately disconnected without additional notice in accordance with Section 22.1(e) (Disconnection Without Service).

#### 7.9 MULTIPLE DECLINED PAYMENTS

Should a consumer's payment be declined for any reason more than two times, the Cooperative shall not accept any further non-cash payments from said consumer.

#### 7.10 FAILURE TO RECEIVE PAYMENT

Failure to receive a bill or a notice thereof does not excuse a consumer from paying the sewage bill within the prescribed time for payment.

#### 7.11 OVERPAYMENTS

Consumers may pay the Cooperative more than the amount due. The Cooperative will accept such payments and show the payment as a credit on the next bill. Such credit balances may be returned to the consumer in whole or in part upon request, but no more often than once per year. Credit balances may be used by the Cooperative to satisfy any delinquent amounts owing to the Cooperative, even for delinquent accounts for other classes of utility service or at other service locations.

#### 7.12 COLLECTION FROM MULTIPLE CONSUMERS

If two or more individuals make a single application for service together, the Cooperative may collect the full amount owed from any one of the applicants.



No joint membership will be converted to an individual membership at the request of the joint members until the balance of the account is paid in full. In the event of the death of a joint member, Section 3.b of the Bylaws will be followed with regard to debts due to the Cooperative.

#### 7.13 MAKE-UP BILLS

- (a) This provision applies to bills that fall into the following categories:
  - (1) bills for service inadvertently not billed as a result of a Cooperative billing error;
  - (2) bills for service that were not billed as a result of an estimated billing; or
  - (3) bills for service that was not billed under the applicable rate schedule (this includes situations in which the consumer fails to timely notify the Cooperative of a change in service use, such as from residential service to commercial service).
- (b) Make-up bills are subject to the following restrictions:
  - (1) The initial make-up bill must be issued within four (4) years after provision of the previously unbilled service.
  - (2) The period for payment of the make-up bill may, at the option of the consumer:
    - (A) extend as long as the period during which the excess amount accrued; or
    - (B) extend as long as necessary so that the quantity of service billed in any one (1) billing period is not greater than one hundred fifty percent (150%) percent of the normal estimated quantity for that period.

#### 7.14 DEFERRED PAYMENT ARRANGEMENTS FOR RESIDENTIAL ECONOMIC HARDSHIP

In cases of temporary residential consumer economic hardship, the Cooperative may allow a deferred payment arrangement for payment of the deposit or for payment of a delinquent bill.

- (a) If a residential consumer demonstrates that economic hardship prevents payment in full of a delinquent bill that is not already covered by a deferred payment plan, the Cooperative may restore or continue service to the consumer if the consumer agrees to a deferred payment plan, signed by both the Cooperative and consumer. The deferred payment plan should meet the following requirements:
  - (1) The consumer agrees to pay one-third (or less at the Cooperative's option) of the outstanding bill at the time the deferred payment agreement is signed;
  - (2) The consumer agrees to pay all future bills for Cooperative service in accordance with the provisions of this section; and
  - (3) The consumer agrees to pay the remaining outstanding balance in installments over a period not to exceed twelve (12) months.
- (b) The Cooperative will not require any deferred payment agreement to have a duration of less than three (3) months.
- (c) In determining a reasonable deferred payment plan schedule, the Cooperative will discuss with the consumer and consider the following conditions:
  - (1) size of the delinquent account;
  - (2) consumer's ability to pay;
  - (3) consumer's payment history;
  - (4) length of time the debt has been outstanding;
  - (5) circumstances that resulted in the outstanding debt; and
  - (6) any other relevant factors related to the circumstances of the consumer.
- (e) If a consumer fails to fulfill the terms of a deferred payment plan, the Cooperative is not required to provide the consumer with the notices described in Section 22.2 (Disconnection of Service) prior to disconnection; however, at least three (3) business days before disconnection, the Cooperative will attempt to give written or telephonic notice of the disconnection to the consumer.

- (f) The Cooperative will provide all consumers signing a deferred payment plan with a copy of the plan and a copy of Section 7 (Billings, Discounts and Delinquent Accounts) of this Tariff.

7.15 LEVEL PAY PLAN

No level pay plan option is available for sewage service.

7.16 OPERATION ROUNDUP®

Operation Roundup® does not apply to sewage service.

7.17 CREDIT CARDS

The maximum amount per month that may be charged to a credit card by a consumer is Three Thousand Dollars (\$3,000).

**8. EASEMENTS**

8.1 EASEMENTS REQUIRED

The customer must supply easements as required by the North Slope Borough.

8.2 [INTENTIONALLY LEFT BLANK]

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8.5 MAINTENANCE OF EASEMENTS

Consumers must keep Cooperative easements clear of snow, vegetation, structures and other conditions that could threaten the safety or reliability of Cooperative service. The Cooperative shall also as a condition of service have the option to clear easements of snow, vegetation, structures or other conditions that could threaten the safety or reliability of Cooperative service.

**9. RIGHT-OF-ACCESS**

9.1 STANDARD ACCESS

Consumers shall provide any properly identified employee or representative of the Cooperative with unrestricted access to the Cooperative's property on the consumer's premises at all reasonable times for any purpose, including, but not limited to: testing or inspecting consumers' plumbing or equipment; repairing, removing, or replacing any equipment belonging to the Cooperative; and for clearing access to the Cooperative's property (i.e., piping, insulation, etc.).

#### 9.2 SPECIAL ACCESS

In special cases where equipment is located within enclosed areas, the Cooperative must be provided reasonable access or must be allowed to place a Cooperative lock on the enclosure.

#### 9.3 LACK OF ACCESS

If the Cooperative's right-of-access is refused or severely impaired, the Cooperative reserves the right to disconnect service subject to any applicable notice provisions under Section 22.1 (Cause for Disconnection without Notice) and Section 22.2 (Causes for Disconnection With Notice).

### **10. POINT OF DELIVERY**

The North Slope Borough installs all sewage piping, facility boxes and utility ducts up to the floor penetrations. The Cooperative operates and maintains all such facilities and equipment to the floor penetration. Any plumbing, or equipment beyond the floor penetration (including heat trace cables, insulation, and enclosures associated with their sewage piping system) beyond the point of delivery are the consumer's responsibility.

### **11. INSPECTIONS**

The Cooperative shall have a reasonable right but shall not be obligated to inspect any water or sewer installation and plumbing before service is connected. The Cooperative also reserves the right to reject or discontinue service to any installation that is not constructed or maintained in accordance with minimum plumbing standards (government or BUECI required). Rejecting or discontinuing service shall not render the Cooperative liable or responsible for any loss or damage resulting from disconnecting the service. The Cooperative shall not be liable for defects in the installation or maintenance of the consumer's plumbing, appliances or any other equipment served by the Cooperative's service if the consumer's service violates Cooperative or government-approved standards.

### **12. CONSUMER'S RESPONSIBILITIES**

## 12.1 USE OF SERVICE

Except with prior written approval of the Cooperative, a consumer shall use service only for the purpose specified in the application or service contract and at the applicable rate schedule or schedules. The consumer shall not sell or permit others to use such service (this prohibition does not apply to a consumer furnishing service to rental units where the cost of sewage service is included in the rental charge).

## 12.2 PROTECTION OF COOPERATIVE PROPERTY

The consumer shall provide space for, and exercise proper care to protect, the Cooperative's property on the consumer's premises. This shall include plumbing and other equipment installed by and remaining the property of the Cooperative. In the event of loss or damage to the Cooperative's property because of the consumer's negligence, the Cooperative may collect from the consumer the cost of repairs or replacement.

## 12.3 CONSUMER EQUIPMENT

- (a) The consumer shall be responsible for the sewage installations, appliances and apparatus on the consumer's side of the point of delivery and for the sewage and plumbing up to the point of said point of delivery.
- (b) In addition, it shall be the consumer's responsibility to provide suitable protective equipment such as drains, water catchments, pressure valves, and water-cutoff valves adequate to protect the consumer's equipment. It is the consumer's responsibility to provide suitable protective devices for the equipment on the consumer's premises.

## 12.4 COOPERATIVE PRECAUTIONS

- (a) The Cooperative will take reasonable precautions to prevent a sewer failure or variations in sewer drainage but cannot guarantee that such conditions may not occur due to circumstances beyond its control.

## 12.5 CONSUMER PRECAUTIONS

- (a) The consumer shall install, own, and maintain all plumbing and equipment beyond the point of delivery except special facilities installed or furnished by the Cooperative. The consumer's plumbing shall conform to applicable municipal, borough or local, and state requirements, the

Cooperative's Tariff, Cooperative standards and accepted modern standards as exemplified by the National Standard Plumbing Code.

- (b) The Cooperative reserves the right to refuse service or discontinue service to consumers who do not meet these requirements.

12.6 [INTENTIONALLY LEFT BLANK]

12.7 CHANGE OF OWNERSHIP OR OCCUPANCY

When a change of occupancy or of legal responsibility takes place on any premises being served by the Cooperative, notice of such change shall be given at least three (3) business days prior to such change. The outgoing consumer will be held responsible for all service supplied until such notice has been processed by the Cooperative. Notice of such change is the responsibility of the outgoing consumer.

12.8 SERVICE INTERRUPTIONS

In the event that service is interrupted or not satisfactory or any hazardous condition is known to exist, it shall be the obligation of the consumer to notify the Cooperative of such existing condition at any time of the day or night.

**13. OUTAGES**

13.1 COOPERATIVE RESPONSIBILITIES

The Cooperative will, as soon as service interruptions are known, be responsible for promptly making repairs to the Cooperative equipment that impairs service to its consumers or results in a hazardous condition. When it is necessary for the Cooperative to make repairs, the Cooperative may, without incurring any liability thereof, suspend service for such periods as may be reasonably necessary and in such manner as to minimize the inconvenience to consumers.

13.2 CONSUMER RESPONSIBILITIES

If the consumer's service fails, the consumer shall endeavor to determine if consumer-owned equipment is at fault before calling the Cooperative. Consumers are responsible for repairs on their equipment. A charge for call outs after the first call on a particular issue may also be assessed a charge under the Schedule of Nonrecurring Charges.

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**17. TEMPORARY SERVICE**

Temporary service can only be established by agreement with the North Slope Borough.

**18. PERMANENT UNDERGROUND SERVICE**

18.1 AVAILABILITY – FROM BUS

The Cooperative provides service in areas where the Cooperative operates and maintains a North Slope Borough-owned underground sewer system in the BUS or via direct bury.

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**22. DISCONNECTION OF SERVICE**

22.1 DISCONNECTION WITHOUT NOTICE

The Cooperative may commence disconnection procedures for the following reasons without advance written notice:

- (a) An immediate hazard exists which threatens the safety, health or premises of the consumer, public or the Cooperative’s personnel or facilities.
- (b) The Cooperative has evidence of sewer service tampering or fraud by the consumer.
- (c) A consumer fails to comply with curtailment requests during an emergency due to a supply shortage.

- (d) [Intentionally Left Blank]
- (e) A customer who has been notified that service will be disconnected for which payment has been declined.

#### 22.2 DISCONNECTION WITH NOTICE

The Cooperative may commence disconnection procedures after proper notice is given for the following reasons:

- (a) Failure of the consumer to pay a delinquent account within fifty-five (55) calendar days from the date the initial bill is rendered unless the consumer has entered into a deferred payment plan.
- (b) Consumer violation of any effective provision of the Cooperative's rules and regulations, Tariff provisions, deposit requirements are not met or breach of a deferred payment plan.

#### 22.3 CONSUMER-REQUESTED DISCONNECTION

If a consumer requests the Cooperative to disconnect service, the consumer is still responsible for all services up to the later of the requested disconnection date or three (3) business days after the consumer places the request.

#### 22.4 EFFECT ON PAYMENT OBLIGATION

The discontinuance of service for any of these causes does not release the consumer from the obligation to pay for sewage disposal services received or charges specified in any existing agreement.

#### 22.5. PROCEDURE FOR DISCONNECTION WITH NOTICE

Prior to disconnection for which proper notice is required:

- (a) At least fifteen (15) calendar days before the scheduled date of disconnection, the Cooperative will mail or deliver to the consumer at the most current address provided by the consumer a written notice of intent to disconnect service. The Cooperative will simultaneously forward a copy of the disconnection notice to any third party designated by the consumer on a service application.
- (b) Not less than three (3) business days prior to disconnection, the Cooperative will attempt to hand-deliver a written shut-off notice of



disconnection to the consumer. If the consumer is absent from the premises, or not able to be contacted in person when hand delivery is attempted, the Cooperative will post the written shut-off notice in a conspicuous place on the premise.

#### 22.6 RECONNECT FEES

Whenever service has been disconnected for fraudulent use, non-payment or non-compliance with the rules and regulations, a reconnect fee will be charged for reconnection in accordance with the Schedule of Nonrecurring Charges.

#### 22.7 REFUSAL OF RECONNECTION

Until the past balance has been paid or satisfactory arrangements have been made for payment, the Cooperative will refuse service at a service location to any delinquent consumer owing the Cooperative. For other causes to disconnect, until the consumer has remedied the condition that caused the disconnection, the Cooperative will refuse service to the consumer at that service location for that class of service.

#### 22.8 UNNEEDED FACILITIES

The Cooperative may retire, remove or abandon Cooperative sewer facilities that no longer service an active consumer. Once removed from service, facilities will not be rebuilt until a new application for service and a line extension agreement, if applicable, are executed by a prospective consumer.

#### 22.9 LANDLORD-TENANT DISCONNECTIONS

If the Cooperative knows that a Landlord/Tenant relationship exists where a disconnection is about to occur, the Cooperative will take the following additional steps:

- (a) Disconnection of service for a location where a current Landlord – Tenant Agreement exists will be handled in accordance with Section 4 (Landlord – Tenant Agreements for Premises With Multiple Consumers) of this Tariff.
- (b) If the premises are individually billed and the Landlord is the consumer, at least fifteen (15) calendar days before the scheduled date of disconnect of the Landlord, the Cooperative will notify the tenant in writing of the option of subscribing for service in the tenant's own name. The Cooperative will not attempt to recover from the tenant or condition

service to the tenant on the payment of any outstanding bills or other charges due from the outstanding account of the Landlord. However, if the tenant has a previously outstanding balance at the same service address, the Cooperative will condition service to that tenant on terms acceptable to the Cooperative for repayment of the outstanding balance plus a deposit in compliance with the Cooperative's Tariff. If the tenant declines to assume responsibility for individual service or to arrange for payment of the tenant's previously outstanding balance, the Cooperative will disconnect service without further notice.

- (c) If the tenant is the consumer, at least fifteen (15) calendar days before the scheduled date of disconnect of the tenant, the Cooperative will notify the Landlord in writing of the option of subscribing for the service provided at the tenant's premises (if the Cooperative knows the address of the Landlord). The Cooperative will not attempt to recover from the Landlord or condition service to the Landlord on the payment of any outstanding bills or other charges due from the outstanding account of the tenant. However, if the Landlord has a previously outstanding balance at the same service address, the Cooperative may condition service to that Landlord on terms acceptable to the Cooperative for repayment of the outstanding balance plus a deposit in compliance with the Cooperative's Tariff. If the Landlord declines to assume responsibility for service or to arrange for payment of the Landlord's previously outstanding balance, the Cooperative may disconnect service without further notice.

22.10 [INTENTIONALLY LEFT BLANK]

22.11 [INTENTIONALLY LEFT BLANK]

22.12 [INTENTIONALLY LEFT BLANK]

## **23. PROCEDURE FOR CONSUMER COMPLAINTS**

### **23.1 HANDLING OF CONSUMER COMPLAINTS**

A consumer shall contact the Cooperative's Billing Supervisor for clarification of a disputed financial amount as a first step and if the dispute is not settled at this point, the consumer shall contact the Cooperative's General Manager. If said consumer is not satisfied with the General Manager's decision, the consumer may elect to present the dispute in written form to the Cooperative Board of Directors for consideration at their next regular meeting.

23.2 ATTORNEYS FEES

In the event that a consumer brings any legal action against the Cooperative with regard to this Tariff, its rates, requirements or provisions, or the Cooperative's actions taken pursuant to, or in alleged violation of, this Tariff, the prevailing party is entitled to recover its expenses (including reasonable attorney's fees) incurred in connection with the action and any appeal.

**24. [INTENTIONALLY LEFT BLANK]**

**25. UNAUTHORIZED ATTACHMENTS**

Before an individual or firm attaches any equipment or material to any Cooperative property (including pipes, valves, fittings, equipment, or structures), the individual or firm must receive written permission from the Cooperative. Any unauthorized attachment is subject to removal at any time without notice and the Cooperative may recover the costs associated with such removal.

**SCHEDULE OF NONRECURRING CHARGES**

Related Tariff Rule(s)	Description	Charge
4.3	Service Name Change Fee	\$0
5.1, 5.2	Connection Fees	
	New Service – during regular business hours	\$0
	New Service – outside regular business hours	\$0
	Standard Temporary Service – Residential	
	During regular business hours	\$0
	Outside regular business hours	\$0
	Standard Temporary Service – Commercial	\$0
5.1	Service Reconnection Fee	\$0
5.1, 5.2, 17.2	Outside Regular Business Hours Reconnection Fee	\$0
6.2	Deposits, All Services: No deposit required.	
6.9	Prepaid Meter Early Cancellation Fee	N/A
7.7	Late Payment Charge	\$0
7.7	Finance Charge (assessed monthly) annually of past due balance	0%
7.8	Declined Payment Fee	\$0
13.2	Consumer Outage Call Out, after first call per issue	\$0
17.4	Temporary Service Extension Fee (beyond 60 ft.)	N/A

NOTE: While some specific nonrecurring charges are shown on this sheet, certain Tariff rules call for consumers to pay the actual costs incurred for the services they request or cause.

**RATE SCHEDULE**

**BUS SEWAGE SERVICE**

APPLICABLE TO:

All consumers connected to sewage service through the Barrow Utilities System (BUS) by the North Slope Borough within the Cooperative’s service area.

CHARACTER OF SERVICE:

Sewage service delivered through the BUS facilities owned by the North Slope Borough to the floor penetration of the service location.

RATE:

Sewage rates are established by the North Slope Borough and are exempt from RCA regulation pursuant to Order No. 7 in Docket U-85-14 and U-85-15. The established rates for service are:

<b>BUS SEWAGE SERVICE ((Effective 10/2001))</b>	<b>Access Fee</b>	<b>Usage Charge (per gallon)</b>
Residential (Non-Senior)	\$14.00	N/A
Residential (Senior age 60+)	\$3.00	N/A
All Others	N/A	N/A

# MAP OF BUECI SERVICE AREA

