

January 25, 2022

BUECI Gas Tariff #5

GAS TARIFF NO. 5

BARROW UTILITIES AND ELECTRIC COOPERATIVE, INC.

Providing natural gas utility service in Barrow/Utqiagvik, Alaska.

TARIFF

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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.

CCF: An abbreviation for “one hundred cubic feet,” that measures the quantity of gas delivered to a consumer.

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 cannot be separately metered and takes place in a residence and its operation requires more than 25% of the premise’s square footage, gas, or demand use, then the entire service will be considered commercial. Any service that does not qualify as residential service is commercial service.

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

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 meter 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.

PRIMARY METERED: A special contract between the Cooperative and the consumer that allows for a single gas meter to provide service to multiple locations. The consumer is responsible for all operations and maintenance to Cooperative standards for all distribution facilities after the point of connection to the Cooperative's system. The consumer may not re-sell service.

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.

PSI: Pounds per square inch.

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 natural gas 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.

TEMPORARY SERVICE: The provision of service to a location where there is intent to relocate or remove the Cooperative's gas facilities prior to expiration of the useful life of those facilities.

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 gas demand and usage.

2. GENERAL PROVISIONS

2.1 PURPOSE

This Tariff contains the rates, rules, regulations, and terms and conditions under which the natural gas utility 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 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 Bylaws¹. 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

¹ See Bylaws, Article XII, Section 3.

Gas service is generally available up to a rating of 20 PSI, but the capacity of the Cooperative's facilities vary in different locations. As protection against the purchase of improper appliances and other equipment, consumers are to ascertain the type of service available at their point of delivery. Also, the type of service under different rate schedules varies, so the consumer should consult the Cooperative prior to purchase and installation of equipment to determine the type of service and rate schedules which will result in the lowest possible operating cost to the Consumer.

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.

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

www.bueci.org

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

907-852-6166

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

P.O. Box 449
Barrow, AK 99723

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

907-852-3176

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.

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.²

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.

² See Bylaws, Article I, Section 1.

4. LANDLORD – TENANT AGREEMENTS FOR PREMISES WITH INDIVIDUAL METERS

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

4.2 DEPOSIT REQUIRED

The landlord may be required to establish a deposit for thirty (30) days of estimated service and a service name change fee for each service location and utility service under the Landlord – Tenant Agreement.

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 install or read a meter or turn on the service.

5.5 NEW SERVICE

If the consumer requests permanent service, but does not have existing facilities, the Cooperative will attempt to establish permanent service within thirty (30) calendar days after receipt of an application. Installation of new service connections can only be accomplished on frozen tundra during winter months or when the location is on backfilled hard pack. If the Cooperative cannot establish service within this thirty (30) day period, it will, within fifteen (15) business days after receipt of the application, advise the applicant in writing of the reason for the delay, any interim type of service that may be available, and an estimated date when the requested service will be available. (See also Section 20, Line Extension Policy).

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 Cooperative's gas delivery 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 may offer the option of prepaid metering as an alternative to a deposit. For a consumer who has elected and is approved to participate in prepaid metering:

- (a) Consumers may add funds to their account using all payment methods available to regular billing accounts: in person with cash, check, debit or credit card, over the phone (IVR system), Pay-Now on bueci.org, or through SmartHub. All recurring Cooperative service fees and charges will be paid through the consumer's prepaid metering account.
- (b) At the time of establishing the prepaid metering, the consumer must prepay a minimum credit balance of Fifty Dollars (\$50.00) before the service will be activated.
- (c) The consumer will purchase service in advance of use. In place of a billing statement, the consumer will receive a monthly statement from the Cooperative providing details such as the volume of gas used, applicable rate and such other information as the Cooperative chooses to include in the monthly statement.
- (d) Failure to make payment in advance will result in the meter automatically shutting off service. Service will not resume until additional funds are added to the meter.
- (e) A consumer opting for prepaid metering will have that service for no less than a twelve (12) month term. Early termination of prepaid metering is subject to an early cancellation fee in accordance with the Schedule of Nonrecurring Charges and a deposit may be required.
- (f) A consumer enrolled in prepaid metering with a credit balance over Fifty Dollars (\$50.00) may request a credit balance refund one (1) time within a

twelve (12) month period which will be processed and paid to the consumer by check within thirty (30) days of the request being approved. When requesting a credit balance refund, consumers must retain a minimum of \$50.00 credit on their prepaid service after the refund is issued.

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 gas is available. The Cooperative will separately bill for each gas meter at a consumer's premises. Readings from two or more gas meters will not be combined. 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

A consumer is eligible to pay 10% less than the current gas billed amount if:

- (a) The account is current and has no past due billings or past due amounts; and
- (b) The discounted payment for the current gas bill is either:
 - (1) received by an approved payment method in the Cooperative's business office by 4:30 p.m. on or before the tenth (10th) day of the month (or the following business day if the tenth day falls on a weekend or holiday) following the billing month; or
 - (2) received from a completed on-line payment transaction through the Cooperative's website by 4:30 p.m. on the tenth (10th) day of the month (or the following business day if the tenth day falls on a

weekend or holiday) following the billing month.

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 meter 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) The 10% discount does not apply to 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 gas 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. Credit balances applied to a consumer's bill that completely satisfy the bill are eligible for the 10% discount under Section 7.3 (Discount).

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

- (a) The Level Pay Plan is a voluntary billing option available to residential consumers who submit the necessary enrollment application and receive service at a location where twelve (12) months of billing history is available. The account must be paid in full before converting to a Level

Pay Plan. Participants in the plan are subject to the Cooperative's rules and regulations expressed in this Tariff. Sign-up for a Level Pay Plan is only available from March 15 to April 15.

- (b) A consumer electing to participate in the Level Pay Plan will pay a monthly amount equal to the average of the total of the most recent twelve (12) months' bills as of the date the Level Pay Plan billing amount is established. This monthly payment shall be made for twelve (12) successive months. After twelve (12) months a new Level Pay Plan billing amount will be calculated based on the average consumption for the prior budget year less any over-recovery or plus any under-recovery from the prior year. Thus, any variance between actual and level pay bills is included in the calculation of the new level pay billing amount by spreading it over the twelve (12) months in the new budget year. Upon request, at the time the new Level Pay Plan billing amount is established the Cooperative will provide consumers a credit refund to their service for any over-recovery balances.
- (c) The accounts of Level Pay Plan consumers will be reviewed periodically during the yearly billing cycle to compare actual bills with the budgeted amounts. If this review indicates a significant variation of actual billings versus anticipated, seasonally adjusted billings, the Cooperative will adjust the consumer's monthly level pay figure to bring the account into approximate balance by the last level pay bill in the cycle. The monthly Level Pay Plan billing amount may be adjusted for changes in the Cooperative's base rates or fuel adjustment factors when such changes have, in the judgment of the Cooperative, a material impact on consumer bills.
- (d) The monthly bill of each Level Pay Plan consumer will contain the following additional information relevant to the plan: actual consumption (CCF); amount due for actual consumption; budget billing amount due; and accumulated variation in actual versus Level Pay Plan billing amount.
- (e) If a consumer under the plan fails to pay the Level Pay Plan billing obligation in any month, including the settlement month, normal collection procedures will be followed, including disconnection of service, if necessary. In addition to disconnection, a consumer who fails to make the payment required under the Level Pay Plan can be removed from the Level Pay Plan and will be ineligible to participate in the program until the consumer re-establishes satisfactory credit with the Cooperative. Consumers participating in the Level Pay Plan who terminate service will be removed from the plan and the entire

outstanding amount for actual usage shall be due and payable on the consumer's final bill. Any credit balance owed to the consumer will be credited to the final bill or refunded. Any consumer who terminates participation in the Level Pay Plan, but not service, will have any outstanding credit balance applied to their current bill. Any credit balance in excess of that credited to the next bill will be credited to future bills or refunded at the consumer's request. An outstanding balance owed the Cooperative will be due on the consumer's current bill and subject to normal collection procedures.

7.16 OPERATION ROUNDUP®

- (a) Operation Roundup® is a program to permit consumers to round up all bills for service (government accounts are not included) to the nearest dollar. The monies collected are used for charitable purposes in the Cooperative's service area and consumers are automatically enrolled in this program. A consumer may choose not to participate by contacting the Cooperative. **Operation Roundup® will provide financial support to BUECI's charitable donations, scholarships or other community activities approved by the Board of Directors.** Consumers participating in the program will contribute an average of \$6 per year or 50 cents per month. This program will have no impact on the rate that a consumer is charged for service.
- (b) In order to obtain information about the Operation Roundup® program or to notify the Cooperative of their choice to not participate in the program, consumers can call, e-mail, write or visit the Cooperative in person.
- (c) At any time, a consumer may request a refund of their Operation Roundup® contributions for the prior three (3) years. The consumer may contact the Cooperative and the entire amount contributed in the three (3) years immediately preceding the opt-out date will be credited to their gas account. A consumer who requests a refund and is removed from the program may not request another refund in the future if the consumer voluntarily re-enrolls in the program.
- (d) The Cooperative will not pursue the delinquency provisions listed in this Tariff because an enrolled consumer fails to remit the charitable (Operation Roundup®) portion of any monthly bill.

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

In the case of private property, the consumer or prospective consumer must furnish necessary easements to enable the Cooperative to supply the service required to that consumer. The easements must be suitable for service installation and must allow the Cooperative's distribution lines to cross the consumer's and/or legal owner's property. The Cooperative has the right to determine the location of the easement and the terms and conditions of the easement. In the absence of a binding written easement stating otherwise, the width of all Cooperative easements shall be ten (10) feet on either side of the centerline of the Cooperative's facilities.

8.2 FORM OF EASEMENT

For easements in areas of new construction or new service, the Cooperative shall require as a condition of furnishing service that the consumer and/or legal property owner use the Cooperative's standard form of easement to grant non-restrictive rights-of-entry to all of the property for the purposes described in the Cooperative's form. The Cooperative will accept an easement containing a restriction or limitation only in special cases, at the sole discretion of the Cooperative. The consumer shall pay any additional legal and survey costs associated with non-standard easements.

8.3 PUBLIC EASEMENTS

Easements and permits across and along public property are the responsibility of the Cooperative.

8.4 RECORDING OF EASEMENTS

The Cooperative has the right to record all easements and permits for furnishing service.

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: reading meters; testing or inspecting consumers' piping and equipment; repairing, removing, or replacing any equipment belonging to the Cooperative; and for clearing access to the Cooperative's property (i.e., piping, gas meters, regulators, 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 Cooperative shall install all plumbing up to the point of delivery. The gas meter is the point of delivery. All extensions of plumbing past the point of delivery are the consumer's responsibility. Only the Cooperative may attach or connect from the Cooperative side of the gas meter. Customer piping and facilities may only be connected to the Cooperative gas distribution system at the fitting provided downstream of the gas meter.

11. INSPECTIONS

The Cooperative shall have a reasonable right but shall not be obligated to inspect any gas installation 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 natural gas utility standards. 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, installation, appliances or any other natural gas device 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 re-meter, sell, or permit others to use such service (this prohibition does not apply to a consumer furnishing unmetered service to rental units where the cost of natural gas 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 gas meters, 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 gas installations, appliances and apparatus on the consumer's side of the point of delivery and for the gas after it passes said point of delivery.
- (b) In addition, it shall be the consumer's responsibility to provide suitable protective equipment such as home CO2 detectors.

12.4 COOPERATIVE PRECAUTIONS

- (a) The Cooperative will take reasonable precautions to prevent gas failure and pressure variation, but cannot guarantee that such conditions may not occur due to circumstances beyond the Cooperative's control.

12.5 CONSUMER PRECAUTIONS

- (a) The consumer shall install, own, and maintain all plumbing and equipment beyond the point of delivery except meters and special facilities, if any, installed or furnished by the Cooperative. The consumer's plumbing and equipment 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 Fuel Gas Code and state fire code requirements.
- (c) The Cooperative reserves the right of final determination of whether a service will be classified as permanent.
- (d) 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.

12.9 UNUSUAL LOAD CHARACTERISTICS

For high demand, fluctuating or intermittent loads that seriously affect gas volumes or pressurization, the Cooperative may require a special contract for service. Such a special contract will require such additional supply equipment as is deemed necessary by the Cooperative to maintain satisfactory service to other consumers.

12.10 NOTICE OF GAS LEAK

The consumer shall give the Cooperative immediate notice of any leakage or escape of gas.

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 or plumbing is at fault before calling the Cooperative. When trouble calls are made at a consumer's request and it is determined that the cause is due to failure of consumer owned equipment or plumbing, a charge of not less than the actual labor and overhead costs may be billed to the consumer. 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.

14. METER READINGS

14.1 METER READING

The Cooperative will read gas meters on as near the same date of the month as possible.

14.2 ESTIMATED READINGS

Where the meter reader is unable to gain access to the premises to read the meter on a regular meter-reading trip, the meter readings will be estimated and bills will be rendered on the estimated readings. The Cooperative will continue to estimate billing until such time as the consumer provides cleared access to the meter or the extenuating circumstances or hazardous condition is corrected. Under normal circumstances, the Cooperative will not estimate billing for more than two (2) consecutive months.

14.3 REMOTE READING

AMI (Advanced Metering Infrastructure) or smart meters may be read remotely by the Cooperative.

15. METER INSTALLATIONS

15.1 LOCATION OF METERS

- (a) Gas meters must be installed on the outside of buildings or service structures. Exceptions to this practice must be approved by the Cooperative. The Cooperative retains sole discretion to determine whether or not to install or replace a conventional meter with a smart meter.
- (b) Meters shall not be installed in places difficult to access, such as over open pits, behind boilers, or where conditions exist that would adversely affect such devices. It shall be the consumer's responsibility to maintain a clear space of at least thirty inches in front of the meter.
- (c) Any change in the location of service connections must be approved by the Cooperative prior to the move. In cases where unusual conditions exist, the Cooperative shall be consulted prior to installation.

15.2 APPROVAL OF LOCATIONS

New service entrance locations shall be approved by the Cooperative prior to installation. A representative of the Cooperative will designate the meter location.

15.3 METER SEALS

All meters will be sealed by the Cooperative. Tampering with meters and other facilities of the Cooperative violates this Tariff, and under AS 42.20.030 may result in liability for three times the amount of actual damages sustained and three times the value of the service taken. Tampering with a meter or meter plumbing will subject the consumer to disconnection of service without notice.

15.4 CHANGES TO METER LOCATIONS

If a consumer requests that the Cooperative change the meter or service line location on the consumer's premises or moves a structure to a new location

requiring a change in the service line location, the consumer must pay the Cooperative as a nonrefundable contribution the costs the Cooperative incurs in relocating the meter or service line. Before the Cooperative commences to make the requested change, the Cooperative will provide the consumer with an estimate of the costs involved, including a 10% contingency fee. If the actual costs of changing the meter or service line location are less than the estimated costs, the Cooperative will make a refund to the consumer of the difference. If actual costs exceed the estimated costs, the Cooperative will require the consumer to reimburse the Cooperative for additional costs which occurred because of additional construction work requested or caused by the consumer following the initial estimate; except for these additional consumer-caused costs, the Cooperative will bear as a cost of doing business other actual costs in excess of the initial written estimate.

16. METER TESTING AND ADJUSTMENTS

16.1 COOPERATIVE METER TESTING

The Cooperative will, at its own expense, make periodic inspections and meter tests in order to maintain a high standard of accuracy.

16.2 CONSUMER-REQUESTED TESTING

- (a) In the event a consumer requests the Cooperative to make a special meter test, the consumer shall deposit with the Cooperative a meter test fee as specified in the Schedule of Nonrecurring Charges. If the average error in registration of a meter is found to be more than two percent (2%) fast, the Cooperative will make a billing adjustment if the amount of the adjustment is more than Five Dollars (\$5.00). If the beginning date of error is unknown, the Cooperative will base the amount of the adjustment on the period since the meter was last tested, not to exceed six months, or the period during which the most recent consumer received service through the meter, whichever period is less.
- (b) If the meter registration proves to be within two percent (2%) accuracy, the Cooperative shall retain the meter test fee.

16.3 TIME LIMITS FOR BILLING ADJUSTMENTS

When a meter fails to accurately register for any period for reasons beyond the reasonable control of the Cooperative, the Cooperative may estimate the charge for service the six (6) previous months. Such estimate shall be based upon the

best available data. The six (6) month limit shall not apply when there is evidence of meter or service tampering by the consumer.

17. TEMPORARY SERVICE

17.1 TEMPORARY SERVICE TIME LIMIT

For non-permanent use, temporary gas service will be provided for a period of time less than twelve (12) months. The Cooperative will not allow a temporary service connection to continue longer than twelve (12) months unless, for good cause shown, the Cooperative approves an extension of time for temporary service, such as the consumer has submitted an appropriate application for permanent service.

17.2 SERVICE REQUIREMENTS

Applicants for temporary service are required to install a temporary meter base that may be located on a consumer-owned pole or on an existing building. This installation shall be safe and in conformance with Cooperative requirements. The Cooperative will provide standard design drawings on application. Connection fees are charged in accordance with the Schedule of Nonrecurring Charges. Disconnection and reconnection of temporary service is subject to the repayment of monthly fees under Section 22.12 (Payment of Monthly Charges During Disconnection).

17.3 DEPOSITS

The applicant may be required to pay a minimum deposit according to Section 6.1 (Deposits). Deposits will be refunded when the final bill has been paid.

17.4 LINE EXTENSION

For temporary service beyond sixty (60) feet, the applicants shall pay in advance a fixed fee as set forth in the Cooperative's Schedule of Nonrecurring Charges. The applicant shall also pay in advance the cost of retiring the temporary service.

17.5 CHANGES IN SERVICE

If, during the term of the temporary service, the character of a consumer's temporary operations changes or it appears that the duration of the service may be substantially longer than stated in the application, the Cooperative will reclassify

the service as permanent and will apply the deposit and line extension rules and permanent service standards as outlined in this Tariff.

18. PERMANENT UNDERGROUND SERVICE

18.1 [INTENTIONALLY LEFT BLANK]

18.2 AVAILABILITY – FROM ABOVE-GROUND

At the Cooperative’s option, above-ground service extensions will be considered on an individual basis.

19. [INTENTIONALLY LEFT BLANK]

20. LINE EXTENSION POLICY

20.1 STANDARD SERVICE

The Cooperative provides trenching and installation of up to sixty (60) feet of one inch P.E. pipe, backfill from said trenching, a service riser, bracket and “up” to a 250 size gas meter as a standard service at no cost to the consumer.

20.2 [INTENTIONALLY LEFT BLANK]

20.3 NON-STANDARD SERVICE

Service beyond temporary service standards or beyond the standard line extension policy may be accomplished by a special contract with the Cooperative that is approved by the Board of Directors.

20.4 COST SHARING

(a) When a consumer pays for some or all of a line extension, such line extensions are subject to cost sharing by future service applicants for a period of five (5) years following completion of construction of the original line extension. If a new applicant is to be served from a previously constructed line extension within five years from the date the earlier line extension was completed and if there are still unrefunded advances from that earlier line extension, the new applicant must assist in payment for that earlier line extension. As described below, in some cases the new applicant's cost sharing may occur through application of the standard offer.

- (b) When a subsequent applicant is required to make advances-in-aid of construction to share in the costs of an earlier line extension to which the subsequent applicant is connecting, those advances-in-aid of construction will be refunded to the customer(s) who previously advanced funds for that earlier line extension. The Cooperative will attempt to make the refunds to the previous customer(s) within sixty (60) days of receipt of the amounts from the new customer.
- (c) In calculating cost-sharing amounts and refunds, the general principle to be followed is that customers using equal portions of a facility should have an equal investment in those facilities.
- (d) Individuals or companies that make an advance-in-aid of construction to the Cooperative are responsible for keeping the Cooperative informed of their current addresses.
- (e) All advances-in-aid of construction made by an applicant which have not become eligible for refund through the addition of new customers within a period of five (5) years from the date construction is completed will become the property of the Cooperative and will no longer be refundable.

20.5 SPECIAL CONTRACTS REQUIRED FOR NON-STANDARD

Service requests beyond temporary service standards or beyond the standard line extension policy may be accomplished by a special contract.

20.6 OWNERSHIP AND CONSTRUCTION OF FACILITIES

Unless otherwise provided in this Tariff or by special contract, the Cooperative will construct, own and operate, and maintain all the facilities necessary to deliver service to the consumer's point of delivery.

21. CONSULTING SERVICES

The Cooperative may charge consumers for any consulting services beyond the Cooperative's obligation as set forth in this Tariff if necessary to provide or maintain service to the point of connection with the consumer. Engineering service includes the preparation of gas distribution layouts, designs, specifications and other drawings and lists associated with service construction. It also includes making construction estimates, inspecting construction for conformance with design criteria and specifications, staking, and labor costs associated with easement acquisition, easement clearing, administration,

and similar related activities necessary to the installation of gas delivery system facilities. Such consulting services may also include legal costs, surveying, or other consulting services necessary to provide service.

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 meter or 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) A consumer with a prepaid meter system has insufficient funds to continue to receive service (See Section 22.10) (Prepaid Meters).
- (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 natural gas 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 gas 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 **gas 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 Individual Meters) of this Tariff.
- (b) If the premises are individually metered 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 PREPAID METERS

For a consumer who is participating in prepaid metering may have service automatically disconnected when prepaid funds are exhausted. Service can be automatically restored by adding additional funds to the account. The notice provisions of this Section do not apply to such automatic disconnections for consumers enrolled in prepaid metering.

22.11 [INTENTIONALLY LEFT BLANK]

22.12 PAYMENT OF MONTHLY CHARGES DURING DISCONNECTION

A consumer who reconnects permanent or temporary service within twelve (12) months after disconnection of service shall pay the applicable minimum monthly charge and/or basic service charge for the period of time between the disconnection and reconnection of service.

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 poles, pipes, valves, guy wires, 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 | \$35 |
| 5.1, 5.2 | Connection Fees | |
| | New Service – during regular business hours | \$ |
| | New Service – outside regular business hours | T&M |
| | Standard Temporary Service – Residential | |
| | During regular business hours | \$250 |
| | Outside regular business hours | T&M |
| | Standard Temporary Service – Commercial | T&M |
| 5.1 | Meter Reconnection Fee | \$50 |
| 5.1, 5.2, 17.2 | Outside Regular Business Hours Reconnection Fee | T&M |
| 6.2 | Deposits, All Services: 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. | |
| 6.9 | Prepaid Meter Early Cancellation Fee | \$100 |
| 7.7 | Late Payment Charge | \$35 |
| 7.7 | Finance Charge (assessed monthly) annually of past due balance | 10.5% |
| 7.8 | Declined Payment Fee | \$35 |
| 13.2 | Consumer Outage Call Out, after first call per issue | \$100 |
| 16.2 | Meter Testing Charge | \$200 |
| 17.4 | Temporary Service Extension Fee (beyond 60 ft.) | T&M |

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

NATURAL GAS SERVICE

APPLICABLE TO:

Natural gas service provided through a single meter for any purpose.

CHARACTER OF SERVICE:

Gas pressure as supplied through BUECI's distribution system including appropriate gas meter and gas regulator.

RATE (effective 1/26/2021):

| | |
|----------------|---|
| Basic Charge: | \$30.00 per month, including up to 55 CCF |
| Energy Charge: | \$.4104 per CCF over 55 CCF |

Unused CCF included in the Basic Charge does not roll over.

MAP OF BUECI SERVICE AREA

