

~~November 6~~ December 18, 2023

BUECI Water Production Service Tariff #3

~~BUECI BUS Water Production Service Tariff #3~~

~~BUS~~-WATER PRODUCTION SERVICE TARIFF NO. 3

BARROW UTILITIES AND ELECTRIC COOPERATIVE, INC.

Providing water production 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.

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, water, 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 water production service by the Cooperative.

CONTAINER: A tank or vessel for transporting water with a minimum size fill hole of three (3) inches in diameter with a minimum of One Hundred (100) Gallons capacity.

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.

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

FIRE PROTECTION WATER: Standby potable water reserve storage service for use in case of fire. The Cooperative maintains storage of water and pumps to deliver into customer's pipeline system for fire protection. The charges for this service and the gallons of water used are included in the monthly charge.

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 water service 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.~~

POTABLE WATER: Treated water that meets state and federal standards for human consumption.

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.

RAW UNTREATED WATER: Water that has not been treated and is not intended for human consumption.

~~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 water ~~service to a given location via the BUS. Such service includes service via direct bury connection to the BUS.~~under the terms and conditions of this Tariff.

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 water service.

2. GENERAL PROVISIONS

2.1 PURPOSE

This Tariff contains the rates, rules, regulations, and terms and conditions under which BUECI will offer ~~the water services and facilities of Barrow Utilities and Electric Cooperative, Inc., are offered to the eligible~~ for purchase by the public through the BUS. 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 water service through the BUS. 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.

¹ See Bylaws, Article XII, Section 3.

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

(a) Potable water:

1. To consumer's pipeline at the BUECI plant;
2. To consumer's transport container at the BUECI plant; or
3. To the BUS system at the BUECI plant.

(b) Raw Untreated Water:

1. To consumer's pipeline at the BUECI plant; or
2. To consumer's transport container at the BUECI plant. ~~service is available to consumers connected to the BUS.~~

(c) Fire Protection Water:

1. To consumer's pipeline at the BUECI plant.

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

- (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 water utility for its service area and holder of the Certificate of Public Convenience and Necessity for the provision of water service (Certificate #268) in the community of Barrow. The North Slope Borough is the owner of the BUS and sets the rates for water 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.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.

~~4. LANDLORD—TENANT AGREEMENTS FOR PREMISES WITH INDIVIDUAL WATER 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 and all tenants' current~~

² See Bylaws, Article I, Section 1.

~~mailing addresses and phone numbers. The landlord is responsible for keeping this information current.~~

~~4.2 DEPOSIT REQUIRED~~

~~No deposit is required for water 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).~~ INTENTIONALLY LEFT BLANK

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

Consumer requests for ~~permanent~~ new pipeline or connect to the BUS at the BUECI plant ~~service where there is no connection to the BUS must be established by the North Slope Borough~~ must be established with a special contract.

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 water 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.

5.8 FILLING CONTAINERS.

Water transport container filling is provided on a "self-service" basis to consumers who have signed up for service with the Cooperative. Such consumers will be provided with access to the Cooperative's container filling station. Except for maintenance or other service interruptions, approved access to the self-service filling station is provided on a 24 hour / 7 day per week basis.

6. DEPOSITS [INTENTIONALLY LEFT BLANK]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 for the consumer 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, tThe 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 water production service. [INTENTIONALLY LEFT BLANK]~~

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~~ water production service is available. ~~The Cooperative will separately bill for each water 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

A consumer is eligible to pay 10% less than the current water production service billed amount for all water production services except Fire Protection. The discount for eligible water production service will only be applied if:

(a) The account is current and has no past due billings or past due amounts; and

(b) The discounted payment for the current water production service 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.

~~Water 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 10% 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 water 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 [INTENTIONALLY LEFT BLANK].~~

7.15 LEVEL PAY PLAN

No level pay plan option is available for water production service.

7.16 OPERATION ROUNDUP®

Operation Roundup® does not apply to water production 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~~ BUECI for any authorized pipelines to the BUECI plant.

8.2 FORM OF EASEMENT [INTENTIONALLY LEFT BLANK]

8.3 PUBLIC EASEMENTS [INTENTIONALLY LEFT BLANK]

8.4 RECORDING OF EASEMENTS [INTENTIONALLY LEFT BLANK]

8.5 MAINTENANCE OF EASEMENTS [INTENTIONALLY LEFT BLANK]

~~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' 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, meters, 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).~~ **[INTENTIONALLY LEFT BLANK]**

10. POINT OF DELIVERY

10.1 For water production service supplied to the BUS, the water meter in the BUS plant is the point of delivery. ~~The North Slope Borough installs all water piping, facility boxes and utility ducts up to the point of delivery. For service to the customer's premises, the water meter is the point of delivery. Any plumbing or equipment beyond the point of delivery (including heat trace cables, insulation, and enclosures associated with their sewage piping system) are the consumer's responsibility.~~

10.2 For consumers who take water production service through filling of a water truck or consumer transport container, the point of delivery is at the plant meter and water shall be placed into the consumer's container by means of a suitable water hose.

10.3 For consumers who use their own pipeline system, the point of delivery shall be at the BUECI plant pipeline meter.

11. INSPECTIONS

The Cooperative shall have a reasonable right but shall not be obligated to inspect any water or plumbing 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 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 water 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 water 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 water installations, appliances and apparatus on the consumer's side of the point of delivery and for the water and plumbing after it passes 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 water failure or variations in water pressure 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 meters and 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 CHANGES IN AND VARIABLE LOADS [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.

14. METER READINGS

14.1 METER READING

The Cooperative will read water meters on as near the same date of the month as possible. When filling a consumer container, meter readings are taken at the time of filling the container.

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.~~ [INTENTIONALLY LEFT BLANK]

15. METER INSTALLATIONS

15.1 ~~LOCATION OF METERS~~

~~(a) — Water meters must be installed on the inside 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. Residential meters are provided by BUECI. Oversize or non-residential meters must be acceptable to BUECI and provided by the customer.~~

~~(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~~

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~~such devices. It shall be the consumer's responsibility to maintain a clear space of at least thirty inches in front of the meter. Meter installations shall be in accordance with BUECI's water meter installation procedures.~~

- ~~(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 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. [INTENTIONALLY LEFT BLANK]~~

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~~ equal to the actual cost of conducting the test as a meter test fee. 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

~~Temporary service can only be established by agreement with the North Slope Borough.~~ [INTENTIONALL LEFT BLANK]

18. [INTENTIONALLY LEFT BLANK] **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 water distribution system in the BUS or via direct bury.~~

19. [INTENTIONALLY LEFT BLANK]

20. [INTENTIONALLY LEFT BLANK]

21. [INTENTIONALLY LEFT BLANK]

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) [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 water service 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 water 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 pipeline extension agreement, if applicable, are executed by a prospective consumer.

22.9 [INTENTIONALLY LEFT BLANK] ~~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 [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	Meter 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
16.2	Meter Testing Charge	\$20 Actual Cost
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

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call for consumers to pay the actual costs incurred for the services they request or cause.

RATE SCHEDULE

BUS WATER SERVICE PRODUCTION SERVICE

APPLICABLE TO:

All ~~consumers connected to water service through the Barrow Utilities System (BUS) by the North Slope Borough within the Cooperative's service area~~ water purchased from BUECI.

CHARACTER OF SERVICE:

~~W~~ Potable water delivered through BUS facilities owned by the North Slope Borough to and including the water meter per tariff.

RATE:

<u>POTABLE WATER</u> <i>(Effective 01.26.2021)</i>	<u>Rate Code</u>	<u>Monthly Access Fee</u>	<u>Usage Charge</u> (gallon)
Pipeline Customers*	P2	\$ _____ -	\$ 0.0594
Potable Haulers*	P1,8	\$ 206.25	\$ 0.0594
Fire Protection <u>NSBSD&ASNA</u>	P7	\$ 2,180.00	\$ _____ -
Fire Protection-Coop Use	P99	\$ 769.00	\$ _____ -
<u>NON-POTABLE WATER</u> <i>(Effective 01.29.2019)</i>	<u>Rate Code</u>	<u>Access Fee</u>	<u>Usage Charge</u> (gallon)
Nonpotable Water*	N1-4	\$ _____ -	\$ 0.0836

* Per Section 7.03, eligible for 10% early payment discount.

~~Water 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:~~

BUS WATER SERVICE (Effective 10/2001)	Access Fee	Usage Charge (per gallon)
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Residential (Non-Senior) (up to 3,000 gallons)	\$55.00	\$0.0200
Over 3,001 gallons		
Residential (Senior age 60+) (up to 3,000 gallons)	\$11.00	
Over 3,001 gallons		\$0.0200
All Others	N/A	\$0.0800

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MAP OF BUECI SERVICE AREA