

December 18, 2023

BUECI Water Production Service Tariff #3

**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:

**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.

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

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

**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.

**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.

**SCHEDULE OF NONRECURRING CHARGES:** The schedule of charges for various utility services other than monthly charges for service.

**SERVICE:** The furnishing of water 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 water for purchase by the 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 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 Bylaws<sup>1</sup>. This Tariff may be revised, amended, supplemented, or otherwise changed at any time by the Cooperative's Board of Directors. No officer, agent, or employee of the Cooperative has the authority to alter or amend this Tariff. Changes shall only be made to the Tariff after the Board of Directors has provided notice and the opportunity to comment on the proposed changes to the public.

2.5. CONFLICT

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

2.6. AVAILABLE SERVICE

(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.

(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

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

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.

# 3. APPLICATION FOR SERVICE

## 3.1 FORM OF APPLICATION

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

3.2 MEMBERSHIP REQUIRED

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

3.3 AUTHORIZED SIGNERS

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

3.4 IDENTIFICATION REQUIRED

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

**4. [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.

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



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 a new pipeline or connect to the BUS at the BUECI plant 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]**

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

7.1 BILLS

The Cooperative will render monthly bills to all consumers each month. Charges for service may commence when water production service is available. 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 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 [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 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]

## **9. [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.

- 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 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 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.

### **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

[INTENTIONALLY LEFT BLANK]

**15. METER INSTALLATIONS**

15.1 [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 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. **[INTENTIONALL LEFT BLANK]**
- 18. **[INTENTIONALLY LEFT BLANK]**
- 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]

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

**RATE SCHEDULE****WATER PRODUCTION SERVICE**

## APPLICABLE TO:

All water purchased from BUECI.

## CHARACTER OF SERVICE:

Water delivered per tariff.

## RATE:

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

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



**MAP OF BUECI SERVICE AREA**