

RCA NO. ORIGINAL SHEET NO. 1

CANCELING

SHEET NO.

DOYON UTILITIES, LLC – WATER - FRA

TITLE PAGE

DOYON UTILITIES, LLC

PO BOX 74040

FAIRBANKS, AK 99707

WATER SERVICE

APPLICABLE TO ENTIRE SERVICE AREA
FORT RICHARDSON, ALASKA

RATES, RULES AND REGULATIONS

TARIFF #1

PURSUANT TO:

TARIFF ADVICE NO:

EFFECTIVE:

ISSUED BY: DOYON UTILITIES, LLC

BY: _____

Title: Vice President

Tim Wallis

CANCELING

DOYON UTILITIES, LLC – WATER - FRA

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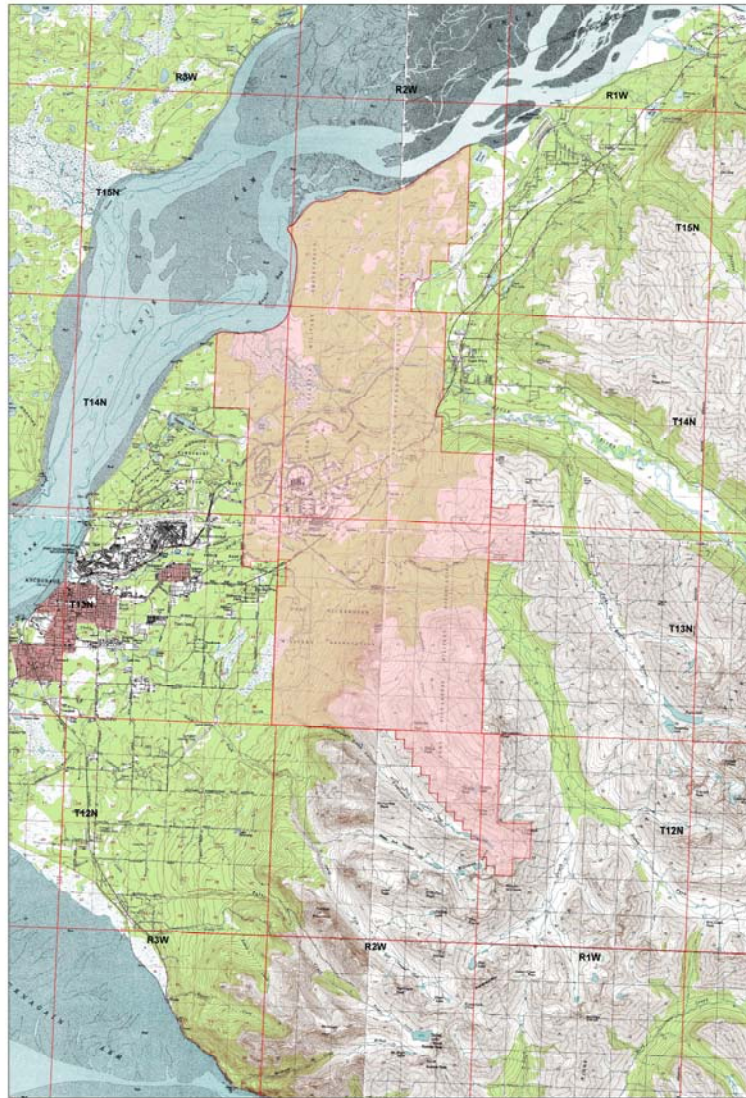
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SERVICE AREA

DOYON UTILITIES, LLC SERVICE AREA MAP



Fort Richardson Utility Service Area 1:63,360

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DOYON UTILITIES, LLC – WATER - FRA
SERVICE AREA

DOYON UTILITIES, LLC SERVICE AREA DESCRIPTION

CANTONMENT AREA

T12N R1W Sections: W1/2 of 6; W1/2 of 7; SW1/4 of 17; 18 except for the NE1/4; E1/2 of 19; NW1/4 of 19; NE1/4 of SW1/4 of 19; and NW1/4 of 20

T12N R2W Sections: 1; 2; E1/2 of NE1/4 of 3; NW1/4 of NE1/4 of 3; E1/2 of SE1/4 of 11; NW1/4 of SE1/4 of 11; NE1/4 of 11; NE1/4 of NW1/4 of 11; 12; NE1/4 of 13; E1/2 of SE1/4 of 13; NW1/4 of SE1/4 of 13; E1/2 of NW1/4 of 13; and NW1/4 of NW1/4 of 13

T13N R1W Sections: 6

T13N R2W Sections: 1; 2; 3; 4; 5; 6; E1/2 of 7; N1/2 of NW1/4 of 7; that portion of SE1/4 of NW1/4 of 7 lying South of the northerly right-of-way of Glenn Highway; E1/2 of SW1/4 of 7; 8; 9; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; and 36

T13N R3W Sections: 1; that portion of N1/2 of 12 lying 1150 feet North of the East-West centerline of 12; and SW1/4 of NW1/4 of 12

T14N R1W Sections: S1/2 of 31; and S1/2 of S1/2 of NE1/4 of 31

T14N R2W Sections: W1/2 of 2; 3; 4; 5; that portion of 6 lying South and East of the left bank of Knik Arm; 7; 8; 9; 10; W1/2 of 11; that portion of W1/2 of 14 lying North and West of the northwesterly right-of-way of Glenn Highway; 15; 16; 17; 18; 19; 20; 21; 22; W1/2 of 23; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; and 36

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SERVICE AREA

SERVICE AREA DESCRIPTION (continued)

T14N R3W Sections: That portion of 1 lying South and East of the left bank of Knik Arm; that portion of 2 lying South and East of the left bank of Knik Arm; 11; 12; 13; 14; 24; 25; and 36

T15N R2W Sections: That portion of 11 lying South and East of the left bank of Knik Arm; 14; that portion of 15 lying South and East of the left bank of Knik Arm; that portion of 16 lying South and East of the left bank of Knik Arm; that portion of 17 lying South and East of the left bank of Knik Arm; that portion of 18 lying South and East of the left bank of Knik Arm; that portion of 19 lying South and East of the left bank of Knik Arm; 20; 21; 22; 23; NW1/4 of 26; 27; 28; 29; that portion of 30 lying South and East of the left bank of Knik Arm; that portion of 31 lying South and East of the left bank of Knik Arm; 32; 33; W1/2 of 34; and that portion of E1/2 of 34 lying South and East of the southeasterly bank of Lake Clunie

(All of the above with reference to the Seward Meridian)

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DOYON UTILITIES, LLC – WATER - FRA

RULES AND REGULATIONS

1. RULES AND REGULATIONS

1.1 Adoption

(a) This tariff has been filed with the Regulatory Commission of Alaska in accordance with Alaska Statute 42.05.361.

(b) This tariff shall apply to the United States Army, as the sole Customer of Doyon Utilities, LLC. No individual officer, agent, or employee of Doyon Utilities, LLC has the authority to waive, alter or amend these Rules and Regulations.

1.2 General

This tariff contains the rules and rates of Doyon Utilities, LLC, the “Utility” unless otherwise specified.

1.3 Means of Contacting the Utility

(a) The Utility maintains a business office at 714 Fourth Avenue, Suite 201, Fairbanks, Alaska 99701. The office is open for business Monday through Friday, 8:00 am to 5:00 pm with the exception of the following holidays: New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving, and Christmas. At this office the Customer may obtain service and information, and inspect the Utility’s tariff. Information is also available on the Utility’s website www.doyonutilities.com.

(b) The Utility’s 24 hour emergency telephone number is: 907-455-1500

(c) The Utility’s business office telephone number is: 907-455-1500

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RULES AND REGULATIONS

1.4 Definitions

The following terms wherever used in this tariff, have the following meaning unless otherwise clearly stated.

Account: The separate service and billing record established by the Utility for each separate military post to which it provides service. The account is identified by number, and contains information such as account information and any amounts due to/from the Customer.

AMR: *abbrev.* Automatic meter read, a device installed by the Utility that transmits an electronic radio signal for the purpose of obtaining a meter reading, which may be used to compute a Customer or facilities monthly usage or to provide the United States Army or its designee, with consumption information.

Billing Dispute: Any dispute or disagreement between the Customer and the Utility regarding the form or amount of a bill for service, the application or allocation of payments made by the Customer, or any other dispute or disagreement regarding the actual bill.

Billing Period: An interval of about one month pursuant to the Contract.

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DOYON UTILITIES, LLC – WATER - FRA
RULES AND REGULATIONS

1.4 Definitions (continued)

CIAC: *abbrev.* Contribution-In-Aid-of-Construction, any amount of money, services, or property received by the Utility from any person or governmental agency that is provided at no cost to the Utility. Any amounts received by the Utility as CIAC from the Customer will be treated according to the Contract.

Customer: The United States Government, the United States Army.

Customer's Installation: In general, all pipes, utilization equipment and apparatus of any kind or nature on Customer's side of the Point of Demarcation.

Commodity: Potable Water.

Contract: The “Contract” is Contract #SP0600-07-C-8262 between the United States Government, as Customer, and Doyon Utilities, LLC, as the Utility. The Contract is dated September 28, 2007, with a notice to proceed date of November 1, 2007.

COR: *abbrev.* Contracting Officer Representative assists the Contracting Officer in the administration of Department of Defense Contract awards.

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DOYON UTILITIES, LLC – WATER - FRA
RULES & REGULATIONS

1.4 Definitions (continued)

Delinquent: Payment has not been received by the Utility within 40 days from the date the bill is rendered.

Demand: The amount, load, or quantity of the Commodity used or to be used at a Service Location.

DESC: *abbrev.* Defense Energy Support Center is the contracting agency for the Department of Defense.

Interruptible Service: The supply of the Commodity to the Customer may be interrupted by the Utility only for emergencies, required system maintenance, or as provided in the Contract.

KO: *abbrev.* Contracting Officer is the Defense Energy Support Center representative who awards and administers Department of Defense Contracts.

Main Meter: The meter owned by Anchorage Water and Wastewater Utility located where the supply of water from the Anchorage Water and Wastewater Utility system enters the Utility's water distribution system.

Meter Tampering: The illegal act of damaging, bypassing, removing, or altering of a meter, automatic meter reading device, or any other Utility owned facility or equipment used to measure the Commodity.

Month: An interval of approximately 30 days between successive utility service billing dates.

Notice to the Customer: Unless otherwise directed in writing, Notice to the Customer shall be given to the KO.

Occupant: The person(s) or entity occupying a Service Location. Unless notified to the contrary in writing by the Customer, an Occupant is presumed to occupy the Service Location with the express consent of the Customer and is presumed to have the authority to grant access to the Service Location.

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DOYON UTILITIES, LLC – WATER - FRA
RULES AND REGULATIONS

1.4 Definitions (continued)

Past Due: Payment that has not been received by the Utility within 25 days from the date the bill is rendered.

Point of Demarcation: When used generally, the Point of Demarcation is that point in a line which defines ownership and maintenance responsibilities.

- (a) If a point of demarcation is specified in the Contract, that point shall be the Point of Demarcation;
- (b) The Point of Demarcation at a Service Location with a meter is the valve immediately downstream (Customer side) of the outlet connection of the meter;
- (c) The Point of Demarcation at a Service Location without a meter is the valve which controls the entire supply of the Commodity to the Service Location.
- (d) In the event the Customer has an approved cooling chiller pursuant to Section 6.4, the Customer and Utility shall agree in writing upon a Point of Demarcation.
- (e) The Point of Demarcation between the Anchorage Water and Wastewater Utility water system and the Utility’s water distribution system is the gate valve immediately downstream (Customer side) from the main meter.

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RULES AND REGULATIONS

1.4 Definitions (continued)

RCA: *abbrev.* Regulatory Commission of Alaska.

RCC: *abbrev.* Regulatory Cost Charge, a surcharge imposed by the RCA which is applied by the Utility to all regulated Customer billings to pay a share of the RCA budget.

Rendered Bill: A bill for service that has been issued to a Customer; unless personally delivered by the Utility, a bill is rendered on the date it is postmarked.

Service: The furnishing of the Commodity to a given Service Location.

Service Connection/Service Line: Utility's pipes and equipment (including any regulation or metering devices) for delivering the Commodity to the Customer from the Utility's water distribution system. The Service Connection terminates at the Point of Demarcation. The terms "Service Connection" and "Service Line" are synonymous.

Service Dispute: Any dispute or disagreement between the Customer and the Utility regarding quality of service, the lack of service, interruption of service, or any other dispute regarding the Utility's performance that is not a Billing Dispute.

Service Location: The structure, building, premises, or other physical facility receiving the benefit of Utility service from the Service Connection. Unless notified to the contrary in writing by the Customer, an Occupant is presumed to occupy the Service Location with the express consent of the Customer and is presumed to have the authority to grant access to the Service Location.

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RULES & REGULATIONS

1.4 Definitions (continued)

Service Location Information Sheet: For a Service Location, the Customer may provide the Utility with a Service Location Information Sheet, providing contact information for the Occupant, authorized representatives of the Customer with respect to the Service Location, which Customer representative is to receive notice, security restrictions, demand, and other pertinent information regarding the Service Location. If a Service Location Information Sheet is provided by the Customer to the Utility, the Utility may reasonably rely upon the information on the sheet. An example of the form, which may be changed by the Utility from time to time, is attached for informational purposes.

Shall: Means “must” and makes the action referred to mandatory.

Temporary Service: Temporary service, as herein considered, refers to service of a temporary, non-permanent nature; the Utility will furnish temporary service as outlined in the Contract.

Utility: Shall mean Doyon Utilities, LLC, or its duly appointed representative, sometimes referred to as the Utility.

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DOYON UTILITIES, LLC – WATER - FRA

NATURE OF SERVICE

2. NATURE OF SERVICE

2.1 Water Treatment Plant

Doyon Utilities, LLC owns, operates, and maintains water treatment facilities to furnish filtered, and treated water in accordance with standards established and controlled by the Alaska Department of Environmental Conservation and the United States Environmental Protection Agency.

2.2 Water Distribution

The Utility constructs, owns, operates, and maintains the distribution mains for conveyance of the Commodity to the Customer at the Point of Demarcation. Responsibility for design, construction, operation and maintenance, and removal of the Utility’s mains and other facilities shall rest with the Utility. The Utility will distribute the Commodity. In the event the supply of the Commodity is insufficient to meet all the needs of all Service Locations within the service territory, the Customer shall provide the Utility with a list of the priority of the Service Locations. In the absence of a list, the Utility may, in its discretion and until instructed otherwise by the Customer, determine the priority of supply to Service Locations.

2.3 Special Contracts

The Utility has no special Contracts in force at this time.

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DOYON UTILITIES, LLC – WATER - FRA
SERVICE FEES

3. SERVICE FEES

3.1 Responsibility for Payment

The Customer is obligated to pay for such service in accordance with the appropriate rate schedules.

3.2 Disconnect and Reconnect Charges

Services are rendered under a Contract. There are no disconnect or reconnect charges for permanent service. Temporary service connections and disconnections are addressed in Section 4.10.

3.3 Monthly Billing

The Utility will bill monthly for services rendered, pursuant to the Contract.

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DOYON UTILITIES, LLC – WATER - FRA

SERVICE FEES

3.4 Billing/Service Disputes

(a) Billing Disputes: The Customer shall currently pay all undisputed charges and in the event of a dispute shall promptly request a billing adjustment of any disputed amount. The request may be by telephone but shall be followed with a written request. The Utility shall respond to the substance of each Billing Dispute or other Customer correspondence within 10 working days of its receipt. If the Utility does not resolve a complaint to the Customer’s satisfaction, the Customer may appeal the Utility’s action (or inaction) to the RCA at the following address:

Regulatory Commission of Alaska
701 West 8th Avenue, Suite 300
Anchorage, Alaska 99501
907-276-6222 or 1-800-390-2782.

(b) The Customer shall file appeals to the RCA with the Utility being provided a copy of the appeal at the following address:

Doyon Utilities, LLC
PO Box 74040
Fairbanks, AK 99707
907-455-1500

(c) A Customer may dispute an item on the Utility’s bill and withhold payment of the disputed portion only until the dispute has been resolved. When a Billing Dispute has been resolved in the Customer’s favor, in whole or in part, the Utility shall promptly correct the Account, including adjustment of any interest. Billing Dispute appeals denied by the RCA shall be paid in full or payment arrangements satisfactory to the Utility made within 15 working days of receipt of the RCA decision.

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DOYON UTILITIES, LLC – WATER - FRA

SERVICE FEES

3.4 Billing/Service Disputes (continued)

(d) Service Disputes: In the event the Customer has a Service Dispute, the Customer shall promptly notify the Utility. The notification may be by telephone, but if not immediately resolved to the Customer’s satisfaction, the Customer shall notify the Utility in writing and, if circumstances require an immediate response, the Customer shall so state. If the Utility does not resolve a Service Dispute to the Customer’s satisfaction, the Customer may refer the matter to the RCA at the address above.

3.5 Authority with Respect to Billing/Service Disputes

Unless notified otherwise in writing by DESC, it is presumed the KO has the authority to resolve Billing and Service Disputes on behalf of the Customer.

3.6 Past Due Accounts and Delinquent Accounts

Past due accounts shall be charged interest in the manner specified in the Contract. An account is past due if not paid within 25 days after the date the bill is rendered. Interest will commence on the 26th day. A bill will be considered delinquent if not paid within 40 days after the date rendered.

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DOYON UTILITIES, LLC – WATER - FRA
SERVICE FEES

3.7 Physical Disconnection from the Utility Main

(a) Upon Customer’s Request: Customer shall provide the Utility reasonable advance notice of the Customer’s intent to have the Utility physically disconnect service to a Service Location. Unless otherwise directed in writing by the DESC, it is presumed the KO has the authority to authorize a disconnection on behalf of the Customer.

(b) Utility Disconnection Without Notice: The Utility may disconnect service to a facility without advance written notice if an immediate hazard exists which threatens the safety or health of the Customer, the general population, or the Utility’s personnel or facilities and which requires disconnection. In the event the Utility disconnects without notice the Utility shall immediately notify the occupant and the Customer. If the disconnection results in a danger of freezing, the Utility shall also immediately notify the Customer’s maintenance contractor.

(c) Utility Disconnection with Notice: The Utility will commence disconnection procedures with reasonable notice for any of the following reasons.

(1) Disconnection is required in order for the Utility to comply with an order or regulation of a governmental agency with proper jurisdiction.

(2) Where there is any installation which, in the opinion of the Utility, is potentially unsafe, which threatens the safety or health of the Customer, the general population, or to the operation of the Utility’s system or its service to other facilities but which does not constitute an immediate hazard requiring disconnection without notice.

(d) Required Notice: The notice required under this Disconnection with Notice provision is reasonable notice and depends upon the individual circumstances or the requirements of any governmental agency.

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DOYON UTILITIES, LLC – WATER - FRA

SERVICE FEES

(e) General Policy for Notice of Disconnection

(1) This section does not apply to Service Locations being disconnected without notice or where the Customer has requested disconnection.

(2) At least 15 days before the scheduled date of disconnection, the Utility will mail or deliver to the Customer a written notice of intent to disconnect service. The Utility will simultaneously forward a copy of the disconnection notice to any third party or Occupant designated by the Customer on a Service Location Information Sheet.

(3) Not less than three working days prior to disconnection the Utility will make reasonable attempts to contact the Customer by telephone or by visit of an authorized Utility representative to the Service Location about to be disconnected. If by telephone, the Utility will keep records of all attempted and completed telephone contacts showing at least the time, the person making the attempt, and the outcome. If by visit to the Service Location, the Utility’s authorized representative will hand-deliver a “Disconnect Notice” to the Occupant, or if no personal contact is possible, leave the notice in a prominent place. The Disconnect Notice or completed telephone call will provide the Customer with all information required to allow the Customer to understand the reason and nature of the disconnection and contact information for the Utility.

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DOYON UTILITIES, LLC – WATER - FRA
SERVICE FEES

3.7 Physical Disconnection from Utility’s Main (continued)

(4) If the Utility has been informed that a Service Location is a residence occupied by a person seriously ill, elderly, handicapped, or dependent on life support systems, the Utility shall provide at least 30 days notice before the scheduled date of disconnection unless circumstances otherwise dictate in which case the Utility and the Customer shall agree upon a disconnection schedule or alternative resolution to disconnection.

(5) If for any reason the Customer disagrees the Service Location should be disconnected the Customer shall promptly notify the Utility. Receipt by the Utility of a statement from the Customer or from an Occupant disagreeing with the disconnection will, until determined otherwise, be construed as a Service Dispute and no disconnection will occur until the Service Dispute is resolved.

3.8 Restoration of Service

Unless otherwise agreed by the Customer and the Utility, in the event of disconnection under Section 3.7 (b) and (c), the Utility shall restore service within three working days after correction of the conditions that resulted in the disconnection.

3.9 Services Billed as Unit

All charges owed by the Customer under this tariff shall be billed as a unit on one statement, to one Account.

3.10 Regulatory Cost Charge

The Regulatory Cost Charge is a surcharge imposed by the RCA which is applied by the Utility to all regulated Customer billings to pay a share of the RCA budget. The RCC changes from time to time by RCA order and will be added to the Account as established by the RCA.

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BY: _____

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APPLICATION TO PROVIDE SERVICE TO A SERVICE LOCATION

4. AGREEMENT TO PROVIDE SERVICE TO A SERVICE LOCATION

4.1 New Service Connection/Location (Properties not Connected to System as of August 15, 2008)

(a) The Customer will provide reasonable notice and appropriate and necessary information to the Utility regarding any or all new connections or new Service Locations (including Demand). Only the Customer may authorize new service connections. Unless otherwise instructed in writing by DESC, it is presumed the KO has the authority to authorize new Service Connections on behalf of the Customer. The Customer may, in requesting a new service connection, authorize and designate a third party (such as a contractor) to work with the Utility. The Utility will respond appropriately to such directive within a reasonable time.

(b) The Customer and the Utility will determine the appropriate physical location of new Service Connections and the meter location.

(c) No person shall construct any connection to the Utility's system without the written consent of the Utility and according to terms agreed upon by the Utility and the Customer. No new connections will be established except with express consent of the Customer.

(d) Due to weather/cost considerations, a request for a Service Connection by the Customer may not be reasonably feasible or economically practical between October 1 and May 1 and therefore, such connection may be deferred by the Utility, in its discretion, except with prior agreement between the Utility and the Customer.

(e) In the event a request for a new Service Connection or an increase in size or demand for an existing connection results in the potential for demand of the Commodity to exceed the supply, the Utility shall notify the Customer.

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APPLICATION TO PROVIDE SERVICE TO A SERVICE LOCATION

4.2 Existing Connections

The Utility shall provide service to all connections existing as of August 15, 2008.

4.3 Provision of Utility Service / Agreement Terms and Conditions

Except as otherwise provided in the Contract, the provision of utility service by the Utility to a new or existing Service Location constitutes an agreement between the Utility and the Customer on the following issues:

- (a) To pay for the service as provided in this Tariff and the Contract.
- (b) The rates for service may be changed in conformance with the Contract.
- (c) The Utility shall not be held responsible for any loss or damage by fire, flooding, or other causes resulting from defective piping, fixtures, or appliances in or on the Service Location not owned by the Utility.
- (d) The Utility shall not be liable for any injury, casualty, loss or damage resulting in any way from the supply or use of water at a Service Location unless the result of negligence of the Utility with respect to Utility assets owned by the Utility.
- (e) In the event the service shall be interrupted or fail by reason of lack or supply, accident, or any other unavoidable cause, the Utility shall not be liable for damages resulting from such interruptions or failures, unless the result of the negligence of the Utility.
- (f) Nor shall such failure or interruption for any reasonable period of time be held to constitute a breach of contract on the part of the Utility.
- (g) All of the piping and water appliances at a Service Location on the downstream (Customer) side of the Point of Demarcation shall be installed and maintained in accordance with the applicable laws and rules of any governmental authority having jurisdiction, the manufacturer, and any applicable codes.

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APPLICATION TO PROVIDE SERVICE TO A SERVICE LOCATION

4.3 Provision of Utility Service / Agreement Terms and Conditions (continued)

(h) Service Line Maintenance Responsibility: Maintenance of the Service Line shall be the responsibility of the Utility up to the identified Point of Demarcation.

(i) Inspection by Utility Service Locations:

(1) A Customer or Occupant of the Customer's property shall permit properly identified Utility employees to enter the Service Locations at all reasonable hours for inspection, sampling, or testing. The Utility may inspect the Service Locations to determine compliance with the requirements of this tariff. The Utility may set up at the Service Location devices that are necessary for sampling, testing, inspecting, compliance monitoring, or metering.

(2) If reasonable access is restricted for whatever reason, or if the Customer or Occupant does not provide properly identified Utility employees reasonable access to the Service Location as required by this Rule at the time requested by the Utility, the Utility will notify the Customer's designated representative of the failure to allow access. In addition, the Utility may attempt to notify Occupants by telephone, or other means reasonably calculated to provide notice of a restriction on access.

(j) Illegal Use: No one, without first applying for service and receiving written approval from the Utility, will be allowed to make connections to the Utility's Service Lines or distribution mains or to make alternations in any conduit, pipe, or other fitting connecting directly therewith.

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APPLICATION TO PROVIDE SERVICE TO A SERVICE LOCATION

4.3 Provision of Utility Service / Agreement Terms and Conditions (continued)

(k) Meters: As provided in the Contract, the Utility will install meter(s) at Service Locations to measure Commodity consumption and shall be provided reasonable access to the Service Locations to perform the task.

(l) Emergency Repairs: Water may be temporarily shut off by the Utility at any time for emergency repairs, extensions, or other necessary purposes. The Utility shall give reasonable notice whenever feasible. In the event of a shut off under this section, if the shut off may cause loss or damage to Service Location or the Occupant, the Occupant or the Customer shall provide immediate written notice to the Utility and the Utility and Customer shall agree upon a schedule for the temporary shut off. In the absence of written notice, the Utility shall not be liable to the Customer or Occupant for any inconvenience, loss or damage which may be caused by shut off of the water supply under this section.

(m) Shut-off Valve Inside Building: Each Service Location shall provide a separate shut-off valve on the immediate downstream side of the meter at the Point of Demarcation where it is readily accessible in the event of emergency.

(n) Shut off of service by the Customer or Occupant: In the event, for whatever reason, the Customer or Occupant shuts off the supply of the Commodity to a Service Location, the Utility shall be immediately notified.

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APPLICATION TO PROVIDE SERVICE TO A SERVICE LOCATION

4.4 Effective Date

All agreements provided for herein shall take effect from the date they are signed unless a different date is specified in the agreement.

4.5 Agreement Termination

All agreements provide for herein shall be binding until rescinded unless there is a period specified in the agreements.

4.6 Deposit Requirements

There are no deposit requirements.

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APPLICATION TO PROVIDE SERVICE TO A SERVICE LOCATION

4.7 Unsafe Apparatus

In the event the Utility suspects or believes any part of the Customer's Installation, appliances, or apparatus may be unsafe or if the utilization of the Commodity at a Service Location or proposed Service Location is restricted or prohibited by law or regulation, the Utility may refuse to provide service until the circumstances are remedied or the Utility receives written direction from the Customer to provide service. It is the Customer's responsibility to assure that its Installation and any fixture, appliance, or apparatus on the Customer's side of the Point of Demarcation are in good and safe condition and comply with all laws and regulations applicable thereto. The Utility does not assume the duty of inspecting the Customer's Installation, appliances or apparatus, or any part thereof, and has no liability with respect to such fixture, appliance, or apparatus. In the event the Customer or an Occupant suspects or finds the water service to be defective, the Customer or Occupant shall immediately notify the Utility to this effect.

4.8 Non-Warranty for Customer Equipment

Neither by inspection nor nonrejection, nor in any other way, does the Utility give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, conduit, appliances, or devices owned, installed, or maintained by the Customer or Occupant, or at their direction or with their permission or for any structures, equipment, wires, conduit, appliances, or devices owned, installed, or maintained by third parties at the direction of, or with the permission of, the Customer or Occupant .

4.9 Non-Compliance with Utility's Rules

If Customer or Occupant should fail to comply with any provision of this Tariff or the Contract, the Utility will advise the Customer of such failure. The Customer and Utility shall attempt to agree upon an appropriate remedy within a reasonable time, but not greater than five (5) working days from the notice unless otherwise agreed by the Utility.

4.10 Temporary Connection

Costs of temporary connections will be reimbursed to the Utility pursuant to the Contract.

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APPLICATION TO PROVIDE SERVICE TO A SERVICE LOCATION

4.11 Fire Hydrants:

- (a) The Utility shall own and maintain the fire hydrants.
- (b) No person except Utility personnel shall use any fire hydrant, (with the exception of fire department personnel in the case of a fire or emergency), without first submitting application and receiving written approval from the Utility.
- (c) In the event fire personnel use any fire hydrant, the Customer shall assure the Utility is notified in writing.
- (d) In the event the Customer becomes aware that any fire hydrant has been used or is in any manner not in good working order, the Customer shall notify the Utility in writing.
- (e) In the event the Utility becomes aware that any fire hydrant has been used, the Utility shall, within a reasonable time, check the fire hydrant.
- (f) In the event the Utility becomes aware, from any source, that a fire hydrant is, or may be, not in good working order, the Utility shall either:
 - (i) Immediately repair the fire hydrant, or
 - (ii) If the fire hydrant cannot be immediately repaired, notify the appropriate fire personnel and mark the hydrant with a notice clearly designating the hydrant as out of service.

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POLICIES & CONDITIONS OF SERVICE

5. POLICIES & CONDITIONS OF SERVICE

5.1 Service Lines

(a) New Service Connections shall be installed in a manner consistent with the Utility's standard of design, quality of materials, and construction as shown in the Utility's Standards of Construction and Service Line Standards for such service.

(b) If a condition exists in a Service Line that adversely affects the quality of service or the Utility's mains or operations, the Utility will make the necessary repairs.

(c) If a problem occurs with a Service Line, the Customer or Occupant shall promptly call the Utility for response by Utility operators.

(d) The Service Connection will at all times be and remain the sole property of the Utility. The Utility shall have sole control of the same.

5.2 Moving or Reconstruction of Utility Facilities

In the event it is necessary to move or relocate Service Lines or Mains, the moving or relocation shall be coordinated between the Customer and the Utility and the cost thereof agreed upon by Customer and the Utility pursuant to the Contract.

5.3 Notice for Locates

In accordance with Alaska Statutes 42.30.400, the Utility shall require two working days notice prior to any excavation near the Utility's mains. The two working day notice is exclusive of Saturdays and Sundays. In the event of an emergency, any person requiring a locate shall notify the Utility of the emergency need for a locate.

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5.4 Metering

(a) Meter Installation: Meters will be installed by the Utility in accordance with the Contract.

(b) AMR devices are installed by the Utility. The AMR transponder, at the Service Location, transmits the meter read with an electronic radio signal.

(c) The Utility will work with the Customer (or Occupant if directed by the Customer) to reach agreement as to the location of the meter so that it is readily and safely accessible to the Utility for reading, testing, and inspection and causes the least interference and inconvenience to the Customer/Occupant.

(d) The Customer/Occupant is responsible at all times for the protection of the meter from any damage that may occur.

(e) Tampering, damage or disabling any metering device shall be prohibited. All meters may be sealed by the Company, and no such seal shall be tampered with or broken except by a representative of the Utility appointed for that purpose. The Customer and/or Occupant shall exercise extreme care to prevent the meters, regulators, service pipe, appliances, fixtures, etc., of the Utility at the Service Location from being damaged or destroyed, and shall refrain from interfering with the same, and, in the case any defect therein shall be discovered, the Customer/Occupant shall notify the Utility promptly.

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5.4 Metering (continued)

(f) Meter Bypass

(1) A meter bypass shall be installed on any meter connection 2” or larger, or on any other meter at the Utility’s option, or for any meter at the request of the Customer. A meter bypass shall be sealed in the closed position at the time the meter is installed by the Utility unless otherwise directed by the Customer.

(2) Except as otherwise directed in writing by the Customer, the bypass may be used only during periods of emergency or when the meter has been removed for repair and only on the express authorization of the Utility.

(3) In the event of an emergency, if the Customer or Occupant uses the meter bypass, the Utility shall be notified immediately.

(g) Meter Standards: Meters provided by the Utility will conform to the specifications and tolerances established by the American Water Works Association for meters.

5.5 Joint/Common Service Line Connections Prohibited

(a) Unless otherwise agreed between the Customer and the Utility, or unless otherwise directed in writing by the Customer, a Service Connection shall serve no more than one structure or facility.

(b) In the event the Customer and Utility agree to serve more than one structure or facility, the Customer and the Utility shall agree as to the number of locations and meters serving the multiple structures or facilities.

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DOYON UTILITIES, LLC – WATER - FRA
SERVICE LINE REQUIREMENTS

6. SERVICE LINE REQUIREMENTS

6.1 General

The Utility has prepared Service Line Standards, a current copy of which is available to the Customer at the Utility’s office or on its website at www.doyonutilities.com. These standards are modified from time to time. When substantive revisions occur, the Utility will notify the Customer. These standards will be enforced for all Service Connections. It is the responsibility of the individual to ensure they have the most recent version of the Utility’s Service Line Standards if such individual is installing a Service Line or any portion thereof at the express direction of the Customer.

6.2 Customer’s Facilities

(a) The Utility reserves the right to inspect all construction by the Customer or its representative related to water service.

(b) No inspection by the Utility, or failure of it to object to the Customer’s installation or construction, nor the fact that it made connection to the Customer’s installation, will cause the Utility to become liable for any damage or injury resulting from any defective installation or construction by the Customer.

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SERVICE LINE REQUIREMENTS

6.3 Cooling Chiller Requirements

(a) Heat transfer to the Utility’s water system will only be allowed through dual wall exchangers, potable to potable water, in accordance with the requirements set forth in the Utility’s standards for service lines.

(b) The cooling water is interruptible by the Utility, i.e., if the water service is temporarily interrupted to the facility, the cooling system will not be available.

(c) The Utility will have design approval, construction inspection and operation approval authority.

(d) The Utility will inspect the device at least monthly to insure proper operation and maintenance.

(e) If the cooling chiller is found to not be operating properly, the customer will immediately suspend service and repair the device or service to the device will be permanently terminated.

(f) A test will be performed on potability of chiller water at reasonable intervals by the Utility.

(g) No cooling chiller may be installed without written notification to the Utility.

(h) At the time of installation the Customer and Utility shall agree in writing upon the return line Point of Demarcation.

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MAIN EXTENSION POLICY

7. MAIN EXTENSION POLICY

7.1 General

(a) The Customer will advise the Utility when service is required to new facilities and the Utility will determine if service can be provided through a Service Connection by way of existing distribution mains or if additional distribution mains are required.

(b) Easements and Right-of-Way: The Customer shall grant the Utility specific easements and rights-of-way necessary for a proper Service Connection or main extensions to the Service Location up to and including the Point of Demarcation. All easements shall be sufficiently broad to allow the Utility reasonable physical access for maintenance and operations of the main, Service Line, and Meter. In the absence of a specific easement, and unless directed otherwise in writing by the Customer, the provision of service presumes an easement, reasonable in scope, to maintain and operate the Service Connection.

(c) Customer Construction: If the Customer requires that a third party be allowed to perform any portion of the work on a main extension or Service Line, the third party shall comply with the Utility’s written standards of performance, safety, inspection, insurance and bonding, which must be complied with prior to commencement and acceptance of any Customer authorized trenching and backfilling. These standards will be substantially equivalent to the Utility's standard for Utility installed main extensions or service line connections. Failure of a Customer, or the Customer's appointed agent, to comply with the standards as set forth by the Utility may result in additional charges by the Utility. The Utility is not obligated to accept or provide water service through any facilities which do not meet its construction standards.

(d) If the Customer directs that new facilities that will become part of the Utility’s responsibility either by CIAC, purchase, or otherwise be constructed by someone other than the Utility, the Customer shall notify the Utility in writing prior to construction and allow the Utility a reasonable opportunity to inspect the construction.

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RULE & RATE CHANGES

8. RULE & RATE CHANGES

Except as otherwise provided in the Contract, the Utility reserves the right at any time to alter, amend, change, or add to these rules, regulations, and conditions of service, or to substitute other rules and regulations, and to change rates, subject to the approval of the Regulatory Commission of Alaska, or other regulatory body having jurisdiction thereof. Any changes will be in accordance with the Contract.

However, prior to submitting any change for approval, the Utility shall provide the Customer with reasonable notice of the proposed change and an opportunity to comment. If the Customer and Utility agree on the change, the agreement shall be included in the request for approval.

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