

PUEBLO OF LAGUNA  
UTILITY AUTHORITY

UTILITY AND SOLID WASTE SERVICES TARIFF

May 02, 2006

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# UTILITY & SOLID WASTE TARIFF

## ARTICLE I

### GENERAL PROVISIONS

SECTIONS 1.01. TITLE AND DATE: This is hereby titled: Utility & Solid Waste Services Tariff. This tariff shall become effective on **May 2<sup>nd</sup> 2006.**

SECTION 1.02. PURPOSE: The purpose of the Tariff is to define customer services and obligations related to the provision of utilities and solid waste services and to establish the Fee Schedule for receipt of such services within the Laguna Reservation.

SECTION 1.03. POLICY: It shall be the policy of the Pueblo of Laguna Utility Authority to operate, maintain and manage the public utilities and essential solid waste services on the Pueblo of Laguna so that the customers are provided with a high level of services designed to minimize exposure to adverse conditions which could negatively impact the physical and environmental health of any individual or the community. It shall also be the policy of the Utility Authority that the operation, maintenance and management of the public utilities and solid waste services shall be carried out through an efficient program and in a financially responsible, cost effective, and self-sufficient manner.

SECTION 1.04. JURISDICTION: This Tariff is adopted pursuant to the authority granted to the Utility Authority in the Amended and Restated Charter (January 19, 2004) per Tribal Council Resolution No. 03-04.

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## ARTICLE II

### DEFINITION OF TERMS

SECTION 2.01. GENERAL: Unless the context specifically indicates otherwise, the meaning of terms used in this Tariff shall be set forth in this Article II.

SECTION 2.02. APPURTENANCES: "Appurtenances" are the real and personal property owned by the Utility Authority or the pueblo located on, near or under the roadways and streets, such as but not limited to fire hydrants, valves, manhole covers and drains.

SECTION 2.03. COLLECTION LINES: "Collection Lines" are those sanitary sewer lines owned, operated and maintained by the Utility Authority or pueblo by which sanitary sewage collection and disposal services are provided to customers.

SECTION 2.04. COMMUNITY: "Community", for the purposes of this Tariff, shall include, any area located inside of the exterior boundaries of the Pueblo of Laguna Reservation. Reservation includes all lands held in trust by the United States for the Pueblo of Laguna.

SECTION 2.05. CONTRACTOR: "Contractor" shall mean any individual, firm or organization which contracts with the Pueblo, Utility Authority or Customer to provide solid waste services, utility repairs, design, inspection, reconstruction or operation.

SECTION 2.06. CURB STOP: "Curb Stop" means the underground shut-off valve owned by the Utility Authority or pueblo and generally located at the property line for connection to the customer's service.

SECTION 2.07. CUSTOMER CLASSIFICATIONS Include:

(1) RESIDENTIAL. Single-family detached homes served by individual services.

(2) SMALL BUSINESS. Any tribal member owned business that is separately constructed from the tribal member's residential home for the purpose of conducting a business.

(3) SMALL COMMERCIAL. Any small (served by  $\frac{3}{4}$ " inch meter or less) retail/industrial, offices, hotels, motels, shopping centers, or any multiple dwelling units i.e., duplexes, residences with guests houses, triplexes, four-plexes, apartment complexes, condominiums, town-homes, or mobile homes served by common meters.

(4) LARGE COMMERCIAL. Any large (served by greater than a  $\frac{3}{4}$ " inch meter ) retail/industrial, offices, hotels, motels, shopping centers, or any multiple dwelling units i.e., duplexes, residences with guests houses, triplexes, four-plexes, apartment complexes, condominiums, town-homes, or mobile homes served by common meters.

(5) INSTITUTIONAL. Government buildings, hospitals, schools, and other facilities that provide public and quasi-public services.

SECTION 2.08. CUSTOMER: "Customer" means a residential, small business, small commercial, large commercial, or public authority or other organization that uses, is entitled to use, or is obligated to pay for the use of or provision of services from the Utility Authority.

SECTION 2.09. CUSTOMER LINES: "Customer Lines" are the potable water lines and sanitary sewer lines located immediately adjacent to, inside of, or under a customer's building or property, which are either connected to utility service lines or are maintained by the customer separately from utility service lines or otherwise maintained by the pueblo.

SECTION 2.10. DISTRIBUTION SYSTEM LINES: "Distribution system lines" are those potable water lines owned, operated and maintained by the Utility Authority or pueblo that extend to the customer's meter or curb stop by which water utility services are provided to customers.

SECTION 2.11. GARBAGE: "Garbage" shall mean all degradable and non-degradable refuse and solid waste without economic value that is generated through the course of normal living by the customers and organizations in the community.

SECTION 2.12. GENERAL MANAGER: "Manager" shall mean an individual hired by or appointed by the Utility Authority Board of Directors to oversee and manage the operation of the Utility Authority.

SECTION 2.13. METER: "Meter" is a device, owned by the Utility Authority, for measuring the amount of water provided to a particular customer.

SECTION 2.14. ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS: "On-site sewage treatment and disposal systems" shall mean individual or community septic tanks and subsurface drain fields and associated appurtenances that collect, treat and dispose of liquid waste generated by customers.

SECTION 2.15. OFF-RESERVATION: "Off-reservation" is any area located outside of the exterior boundaries of the Pueblo of Laguna Reservation. Reservation includes all lands held in trust by the United States for the Pueblo of Laguna.

SECTION 2.16. OPERATOR: "Operator" shall mean an individual hired by or appointed by the Utility Authority or manager to provide direct day to day maintenance and operational service for the public water and sanitary sewer utilities or solid waste services.

SECTION 2.17. REGULATION: "Regulation" is a rule of law or procedure duly adopted by the Utility Authority for purposes of implementing the requirements of this Tariff.

SECTION 2.18. UTILITIES AND SOLID WASTE SERVICES: "Utilities and Solid Waste Services" are those basic services necessary for supporting customer operations, use, and development, including, but not limited to, water, sewer and garbage collection.

SECTION 2.19. UTILITY AUTHORITY: "Utility Authority" is the agency responsible for, and authorized to manage, the utility and solid waste services of the Pueblo of Laguna, as established through Resolutions 67-98, 35-00, 55-00, 63-00, 03-04.

SECTION 2.20. VENDOR: "Vendor" is any individual firm, contractor or organization who supplies parts, equipment, supplies and/or services to the Utility Authority.

SECTION 2.21. SHALL, MAY: "Shall" is mandatory. "May" is permissive.

SECTION 2.22. SEWAGE: "Sewage" shall mean all water-carried wastes.

SECTION 2.23. PUBLIC UTILITIES: "Public Utilities" shall mean all utilities owned, operated, or managed by the Utility Authority for the Pueblo of Laguna.

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## ARTICLE III

### UTILITY AUTHORITY – OPERATION

SECTION 3.01. SERVICES PROVIDED: The services provided by the Utility Authority shall include but are not limited to water, sewer, and solid waste collection and disposal services. Additional services may be provided upon approval by the Utility Authority Board of Directors.

SECTION 3.02. WATER SERVICES: The Utility Authority is responsible to provide safe, adequate water, for a fee, to those customers connected to the distribution system lines of the community water system. Responsibility for maintenance will include water sources, storage tanks, controls, mainlines, valves, hydrants, and service lines to the curb stops only. Individual customer water meters are owned by the Utility Authority and it is the responsibility of the Utility Authority to maintain the meters.

SECTION 3.03. SEWERAGE SERVICES: The Utility Authority is responsible to provide sanitary disposal of domestic liquid waste, for a fee, to those customers connected to the collection lines of community sewerage systems. Further, the Utility Authority may, for a fee, provide maintenance and repair of commercial on-site sewage disposal systems. Responsibility for maintenance will include treatment facilities, pumping stations, mainlines and manholes and service lines to the property lines. For customer on-site sewerage treatment and disposal systems, responsibility for maintenance extends from the inlet of the septic tank to and including the subsurface drain field. The service line from the property line to the building, home or the septic tank inlet to the building and interior building plumbing are the responsibility of the customer.

SECTION 3.04. GARBAGE SERVICES: Garbage collection and disposal service shall be provided by the Utility Authority for a fee to commercial customers located on the reservation. The Utility Authority may enter into a contract with a solid waste collection contractor in order to provide this service to the pueblo.

SECTION 3.05. FUTURE SERVICES: The Utility Authority is formed exclusively for public purposes to assist the Pueblo in performing essential governmental functions of developing, improving, operating and maintaining (1) water systems, (2) wastewater systems, (3) solid waste disposal systems, (4) electric generation, transmission, and distribution systems, (5) natural gas systems, (6) telephone and cable television systems, and (7) other related utility infrastructure (“Utility Systems”), within and adjacent to the Pueblo of Laguna, and to engage in any lawful act or activity for which similar entities may be organized under the laws of the Pueblo of Laguna or at the direction of the Pueblo Council. In order to carry out these purposes, the Utility Authority is authorized to perform the following functions within the Pueblo of Laguna Indian Reservation:

- A. To develop, improve, operate, maintain and promote existing and new Utility Systems providing services within the Pueblo of Laguna.
- B. To develop, improve, expand, maintain and operate such extensions of existing and new Utility Systems as are efficient and feasible.
- C. To plan for, provide and furnish utility services to all areas of the Pueblo of Laguna, where such services are determined to be feasible and economical.
- D. To promote the use of utility services where available in order to improve the health and welfare of the residents of the Pueblo of Laguna.
- E. To operate as a governmental utility authority of the Pueblo of Laguna and to be responsible to the Board of Directors, the Pueblo Council and the Office of the Governor.
- F. To operate and maintain the utilities of nearby off-reservation communities that are connected to the main utility systems of the Pueblo of Laguna, when necessary.

SECTION 3.06. MAINTENANCE SCHEDULE: The Utility Authority shall develop and follow a regular schedule of maintenance services as prescribed in the Utility Authority's *Maintenance Management Plan* for capital assets and defined in the *Utility Authority Asset Management Procedures*. A record shall be kept of all routine maintenance and repairs performed.

SECTION 3.07. CUSTOMER COMPLAINTS AND RIGHT TO REQUEST A HEARING: Customers who have quality of service concerns, are seeking to avoid discontinuance of service, or have other concerns that they are seeking to have remedied may file a complaint with the Utility Authority.

Complaints may be initially presented verbally or in writing to the Customer Service Representative or any Utility Authority Staff member for resolution and action. If the initial attempts to resolve the complaint are not satisfactory, then Customers have the right to submit a written complaint to the General Manager (or a person designated to act in the General Manager's absence). If the Customer's complaint is not resolved to the Customer's satisfaction within five business days of receipt of the written complaint, the Customer has the right to appeal to a hearing committee appointed by the Utility Authority Board of Directors or to such other public agency or tribal entity as may be designated by Tribal Council, if the appeal is made within five business days of the decision rendered by the General Manager or designee.

The committee will meet monthly, if needed, to hear matters and weigh evidence presented by the Customer(s) and the General Manager or designee. The Customer has the right to have a representative at the hearing, to testify, and to present witnesses. The Customer has the right to examine the Utility Authority's records pertaining to the Customer's service.

In cases where the Utility Authority has notified a customer of the Utility Authority's intent to involuntarily discontinue service and the customer has requested a hearing; service will not be discontinued during the hearing process. In addition, the Customer has the right to a post-discontinuation hearing if there was no hearing before discontinuation, if such post-discontinuation hearing is requested within five business days following the discontinuation of services.

Additional details on the hearing process are provided within the Utility Authority *Customer Complaint Procedures*.

**SECTION 3.08. EMERGENCY NOTIFICATION:** An emergency notification plan will be developed by the Utility Authority and reviewed annually for notifying customers of:

- A. Discontinued and interrupted service for more than eight (8) hours.
- B. Substandard conditions in water quality. This includes bacteriological, chemical or physical quality deficiencies.
- C. Changes in services.
- D. Any other conditions which may adversely affect the health of the community residents or visitors.
- E. Water shortages

**SECTION 3.09. LIMITS OF RESPONSIBILITY:** The Utility Authority shall not be responsible for, nor shall it maintain or repair, any private or domestic water or sewer system, garbage, roads or lighting except by specific agreement establishing fair rates of compensation to the Utility Authority, and approved and signed by the Utility Authority and owner of such facilities. The Utility Authority shall not be liable for any loss or damage beyond its control resulting from any defect in, or damage to, a customer's water or sewer lines or fixtures, garbage storage facilities, driveways or parking lots, hydrants or lighting, or power outages.

**SECTION 3.10. RIGHT OF ENTRY – INSPECTIONS:** The Utility Authority, or its authorized representative, is hereby authorized to make limited, reasonable inspections, at reasonable times, of any grounds or buildings served by the Utility Authority to the extent necessary to read meters, to inspect customer process equipment, to test or inspect customer cross connection control equipment, Utility Authority equipment, and for testing and changing or removal of meters. Utility Authority staff shall work with designated village Staff Officer or Mayordomas in cases where entry and/or inspection is needed. Except in cases of emergency where life, limb, or property are threatened, or in cases of immediate water shortages, the Utility Authority shall give the customer at least 24 hours notice prior to requesting permission to enter and inspect. If permission to enter and inspect is denied or impeded in any way, the Utility Authority may terminate service after five (5) days written notice is given to the customer. Where the

permission to enter and inspect is unreasonably withheld, the Utility Authority may assess related expenses and add them to the affected customer's bill.

**SECTION 3.11. DISRUPTIONS OF SERVICE:** The Utility Authority may discontinue water, sewage service, solid waste services or disrupt traffic on the public right-of-way to perform repairs, provided that advance notice has been given to affected customers. Provided, however, that in cases of emergencies where loss of life, limb or property is threatened, or in cases of immediate water shortage, services may be disrupted without advance notice. The Utility Authority shall not be responsible for consequent damage as a result of lack of water, sewage, solid waste services or disruption of traffic during authorized disruptions of service.

The Utility Authority shall not be liable for any associated damages or delay caused by the breaking or leaking of any pipe, valve, fixture or other contrivance as a result of the lack of water or sewage to or from any mains, services, hydrants, lines or reservoirs during authorized disruptions of service.

**SECTION 3.12. PERMITS:** No connection, re-connection with, disconnections from, or other private use of any Utility Authority water or sewer system, road appurtenance or other utility service or facility shall be made without written permission of the Utility Authority. No construction of any private water or sewer system, or other private utility is authorized without written permission from the Tribal Council. The Utility Authority may require construction plans from the permit applicant as it determines are necessary to decide whether or not a permit should be issued. The Utility Authority may also require a fee for construction permits.

**SECTION 3.13. WATER SHORTAGE – SERVICE PREFERENCE:** In cases of a water shortage proclaimed by the Utility Authority, the Utility Authority shall regulate the amount of water any customer may be allocated. The Utility Authority also may give preference to the customers and/or determine amounts of water to be allocated, provided the Utility Authority allocates water according to public necessity of convenience, and provides for fair allocations between customers. Any customer violating a legal allocation may have his water service discontinued. Service shall be resumed only upon receipt of payment of all required and applicable fees and deposits.

**SECTION 3.14. UNNECESSARY WASTE OF WATER:** The Utility Authority reserves the right to terminate customer's service when the customer has repeatedly, and unduly wasted water. Such undue waste is evidenced by the fact that hydrants, taps, hoses and other fixtures are permitted to run continuously without specific prior approval of the Utility Authority. Where such conditions have been observed, the Utility Authority, having been notified of the condition, may terminate water to the premise if the condition is not corrected within 48 hours after receipt of the notice. Service shall be resumed only after



correction of the condition causing a wastage of water and receipt of payment of all required and applicable fees and deposits.

**SECTION 3.15. CONSERVATION OF RESOURCES:** The Utility Authority shall conduct operations, maintenance and repair services in a manner that will maximize the conservation of natural, financial, and property resources. Customers of the Utility Authority shall be encouraged to conserve water resources. The Utility Authority may offer assistance and service to customers for water resource conservation and may provide materials and recovery assistance as determined to be feasible by the Utility Authority.

**SECTION 3.16. NEW CUSTOMER SERVICES:** Customers requiring services for any building or grounds within the service area of the Utilities shall apply for services. Provision of services is contingent upon all of the following conditions being met:

1. Utility facilities as determined by the Utility Authority are adequate to meet the additional load. Customers shall provide adequate notice to the Utility Authority when they are planning to increase load through expansion.
2. New customers shall apply for utility services on a Utility Authority application form. One application form shall be completed for each meter requested to be installed.
3. Facilities have been inspected to ensure that they meet utility standards as established by the Utility Authority or Pueblo.
4. The Utility Authority reserves the right to reject a request for utility services where the Customer does not meet the creditworthiness requirements of the Utility Authority or the customer has an unpaid account with the Utility Authority. Where a service request is denied due to the customer not meeting the Utility Authority's creditworthiness standards, the Utility Authority shall provide such service upon the payment of a deposit in the amount as determined by the Utility Authority. Where a service request is denied due to an unpaid past due account with the Utility Authority, the customer shall pay such account balance in full and pay a deposit to be determined by the Utility Authority, before service is provided.
5. Customer shall agree to abide by and adhere to this Tariff.
6. Customer shall provide payment of all applicable utility fees.

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## ARTICLE IV

### CUSTOMER OBLIGATIONS

SECTION 4.01. CONDITIONS FOR SERVICE, PAYMENTS: As a condition for receiving utility services from the Utility Authority, the customer shall comply with all provisions of this Tariff, and any regulations duly adopted by the Utility Authority as well as any other applicable codes or regulations, including being current in the payment of all fees, deposits, costs, damages, or other charges assessed by the Utility Authority.

SECTION 4.02. READING OF METERS: Meters will be read periodically at prescribed intervals by an authorized employee of the Utility Authority. In the event a meter reading cannot be obtained due to inclement weather, road conditions, vehicle breakdown, and similar reasons beyond the control of the Utility Authority, an estimated billing amount may be billed to a customer on the basis of past service history. The bill will automatically be adjusted when the next physical reading is made.

SECTION 4.03. MAINTENANCE; REPAIRS; LIABILITY: The customer shall be responsible for maintaining and repairing water and sewer lines located on or in the customer's grounds or building in compliance with applicable regulations. The customer shall notify the Utility Authority in advance of major maintenance or repairs planned for water or sewer lines. The customer shall permit the Utility Authority to inspect the work for compliance with applicable regulations. The customer shall be liable for any damage to the Utility Authority's lines, equipment or other property caused by the customer or any party performing work on behalf of the customer (i.e. customer's guests, invitees, tenants, agents, employees, contractors, licensees or permittees, or other persons).

SECTION 4.04. METER TESTS: The Utility Authority may, at its option, test any meter at any time and as often as it sees fit. The Authority will test the accuracy of any meter upon customer request, free of charge provided the meter has not been tested within the previous twelve month period. The customer shall accept the results of such test as the basis for settlement of any difference claimed. Otherwise, the customer shall pay in advance a special service fee, as provided in the Utility Authority Schedule of Service Fees to defray the expense of removing, testing and replacing the meter. Such service fee shall be refunded to the customer in the event the meter is found, upon test, to be registering more than three percent (3%) fast.

SECTION 4.05. ACCOUNT ADJUSTMENTS: If any meter is found to be registering more than three percent (3%) fast, the Utility Authority shall refund to the customer the amount equal to the excess charge paid by customer between the date of repair or removal of the faulty meter and the date when the cause of

such error occurred, if the later date can be definitely fixed, but no such refund shall be made for a period longer than one-half the time elapsed since the previous test, but not to exceed six months. The Utility authority should keep records of all meter tests and associated decisions so that they can be reviewed by the customer.

**SECTION 4.06. CUSTOMER TERMINATION OF SERVICE; ABANDONMENT:** A customer planning to vacate any grounds, building or residence served by the Utility Authority shall notify the Utility Authority in writing one week prior to the date the customer plans to either vacate or terminate service, whichever is later. A customer who fails to give notice is responsible for all charges accrued up to one week after notice is received by the Utility Authority, or up until service is terminated, whichever comes first. In any event, the customer shall be responsible for all charges for utility services through the final meter reading as of the effective date of termination.

**SECTION 4.07. WATER SHORTAGES:** During water shortages, as determined by Tribal Council, customers shall limit the use of water according to allocations established by the Utility Authority. Water used for human needs at hospitals, nursing homes and similar types of facilities are designated as a high priority to be maintained in an emergency. Allocation priorities will address water used for human needs at other types of facilities such as hotels, office buildings, and manufacturing plants. The volume of water and other types of water uses at these facilities will be carefully considered. After reviewing the data, common sense will dictate allocation priorities to protect domestic requirements over certain types of economic needs. **The following priority system will be used:**

**First Priority.** Domestic water supply, excluding industrial and commercial uses of tribal water supply. Domestic use is defined as use for general household purposes for human needs such as cooking, cleaning, drinking, washing, and waste disposal, and uses for on-farm livestock watering excluding commercial livestock operations which use more than 10,000 gallons per day or one million gallons per year.

**Second Priority.** Water uses involving consumption of less than 10,000 gallons per day.

**Third Priority.** Agricultural irrigation and processing of agricultural products.

**Fourth Priority.** Uses, other than agricultural irrigation and processing of agricultural products.

**Fifth Priority.** Non-essential uses. These uses are defined as lawn sprinkling, vehicle washing, golf courses and park irrigation, and other non-essential uses.

**SECTION 4.08. LARGE USERS OF WATER:** Before proceeding with the installation of any equipment which will require the use of large quantities of water within short periods of time, the customer shall consult the Utility Authority for advice as to the best method of installation and for information concerning the conditions under which the water will be supplied to the customer. In general, the Utility Authority reserves the right to limit the size of service connections or openings through which service is provided for filling storage tanks, hydraulic equipment, private fire service, or other classes of service capable of drawing

relatively large quantities of water which could therefore result in undue fluctuations of pressure in portions of the Utility Authority's system.

SECTION 4.09. INSPECTIONS: The customer shall not unreasonably withhold permission for the Utility Authority or village Staff Officer or Mayordomas as designated by Tribal Council to enter and inspect the Utility Authority's and customer's fixtures, lines and equipment when necessary to insure that they are operating in a manner that would not likely disrupt or interfere with the provision of utility services. The customer shall be liable for any costs or related expenses caused by his unreasonable withholding of permission.

SECTION 4.10 PERMITS: A customer, applicant or any other potential user of utility and solid waste services shall obtain written permission from the Utility Authority prior to making any connection, re-connection with, disconnection from, or other private use of any Utility Authority water or sewer system, road, appurtenance, or other utility service or facility. The customer or applicant shall obtain written permission or permit approval from the Utility Authority and other governing entities or officials established by the Tribal Council prior to constructing any private water or sewer system, or other private utility. All fees assessed by shall be paid by the customer prior to construction.

SECTION 4.11. CROSS-CONNECTIONS: The customer shall not make a cross-connection with the Public Water supply. A cross-connection is defined as any physical connection between the Utility Authority or pueblo water system and another non potable piping system, either water or waste. Any individual source must be totally disconnected from the customer's plumbing prior to making connection to the Utility Authority or pueblo utility services. Disconnection done solely by a valve shall not be allowed.

SECTION 4.12. SOLID WASTE CONTAINERS: The Utility Authority shall provide disposal containers to all customers unless the customer can provide documentation that they are under contract with an alternative waste hauling service. The customers shall properly maintain the containers and prevent the harborage of rodents and vermin. There shall be no excessive accumulation of refuse, garbage or solid waste in the community or around individual customer sites. The containers shall be placed at an accessible location identified by collection personnel. The customer is responsible for all waste not contained in the container.

Detailed information concerning Customer responsibilities, safety tips, care of containers, and other useful information, will be provided to Customers when they are issued containers, in a document titled *Utility Authority Customer Service Policies and Procedures Handbook*. Additional restrictions on what waste may or may not be dropped off at the transfer station may apply to non-residential customers.

SECTION 4.13. USE OF SEWERAGE SYSTEM: The customer shall use the sewerage collection, treatment and disposal system only for the disposal of normal liquid waste including waste from toilet facilities, shower and bathing facilities and kitchen facilities.

SECTION 4.14. UNAUTHORIZED DISPOSAL: No customer shall discharge or cause to be discharged any of the following described liquids or wastes, to any public sewer:

1. Any substances prohibited by applicable environmental regulations including, but not limited to, heavy metals, radionuclides, volatile and synthetic organics, petroleum products, flammables or explosives; or, if it appears likely, in the opinion of the Utility Authority, that such waste can harm or have a deleterious effect on a wastewater facility, have an adverse effect on the receiving stream, or otherwise endanger life, limb, public property and/or may otherwise endanger the local environment or constitutes a nuisance;
2. Any water or waters with a pH less than 5.5 or greater than 9.5;
3. Any persistent pesticides that have a tendency to concentrate to toxic levels in non-target organisms;
4. Any solid or viscous substance in quantities or of such size that the substances are capable of causing obstruction to the flow in sewers or interfere with the proper operation of wastewater facilities;
5. Unauthorized discharge of storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted process waters.
6. The Utility Authority will provide Pollution Prevention information to customers to educate them on pollutants of concern and proper disposal options and make arrangements for receipt of household hazardous waste so that it is not discarded into sewage systems.

Requests for waivers of requirements will be reviewed by the Utility Authority and granted or denied based on compliance with regulatory requirements and impact on sewer treatment facilities.

SECTION 4.15. TOXIC WASTE DISPOSAL: All hazardous wastes including bio-hazardous waste must be disposed of off the pueblo at a sanitary landfill approved for the disposal of toxic wastes. Toxic and hazardous waste include but are not limited to: oil, pesticides, gasoline, organic solvents, paint, poisons and other manufactured chemical compounds. The Utility Authority will implement a residential program to allow for periodic disposal of residential household hazardous waste.

SECTION 4.16. PRETREATMENT REQUIREMENTS: The Utility Authority may require the installation and operation of pretreatment or separation devices and appurtenances at the expense of the customer. These devices shall treat or pre-

treat effluent substances to comply with Sections 4.10 and 4.11 above, and in addition, shall include but not be limited to the following:

1. Any liquid or vapor having a temperature higher than 150° Fahrenheit;
2. Any water or waste containing fats, grease, wax or oil, whether emulsified or not, in excess of 100 milligrams per liter or containing substances which may solidify or become viscous at temperatures between 32° F and 150° F;
3. Any water and waste containing high concentrations of inert suspended solids or unusual concentrations of dissolved solids which would cause the wastewater treatment facilities to exceed stream standards or any navigable river discharge standards (if applicable);
4. Any water or waste containing unusual or excessive discoloration caused by materials such as, but not limited to, dye wastes and vegetable tanning solutions; and
5. Any volumes of flow or concentration of waste in excess of the sewage system's capacity.
6. Any excessive amounts of detergents or laundry wastes.

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## ARTICLE V

### FEE SCHEDULES AND BILLING

SECTION 5.01. FEE SCHEDULE ESTABLISHMENT: Fees for utility services shall be developed by the Utility Authority and can be found in the *Schedule of User Fees*. The *Schedule of User Fees* may be reviewed and revised annually by the Utility Authority and Board of Directors and shall be submitted for review and approval to such other public agency or tribal entity as may be designated by Tribal Council. Fees shall be based on the estimated average annual costs for the provision of all utility services. The *Schedule of User Fees* shall include a basic rate for all services, payment of which shall be required of each customer regardless of whether or the extent to which the customer uses any of the services. The *Schedule of User Fees* should also include other fees, charges, deposits, and assessments which the Utility Authority is authorized to levy as provided under various sections of this Tariff.

SECTION 5.02. PUBLIC HEARING: The Utility Authority shall hold a public hearing whenever revisions to the *Schedule of User Fees* are proposed for adoption. Notice shall be mailed to each customer and shall specify the time and place of the hearing and the particular nature of the matter to be considered at the hearing. The mailing shall be sent to customers within 30 days but not less than seven days from the date of the hearing. Following the public hearing the Utility Authority shall set a fee schedule, taking into consideration comments received at the hearing. Rate and fees schedules shall be submitted for review and approval to such other public agency or tribal entity as may be designated by Tribal Council.

SECTION 5.03. NOTICE TO CUSTOMERS: A copy of the *Schedule of User Fees* adopted by the Utility Authority shall be provided to each new customer upon application and shall be mailed to all existing customers within 30 days of adoption of revision of *Schedule of User Fees*.

SECTION 5.04. MONTHLY STATEMENTS: Each month the Utility Authority shall mail to all utility customers a statement detailing the following information:

1. The customer's name, address and account number;
2. Billing cycle covered;
3. The types and levels of services used in the current month;
4. The billed cost of the current month's service and any additional services rendered, plus an accounting of bills or charges past due, if any;
5. The date that payment is due;
6. Fees associated with non payment; and
7. The location to mail or deliver payment.

SECTION 5.05. DUE DATE: The date specified by the Utility Authority, by which payments shall become due.

SECTION 5.06. PAST DUE PAYMENTS: Payments not received within one month after the specified due date are considered past due. The Utility Authority shall issue a notice of payment past due to the customer, detailing the payment owed and the consequences for failure to pay. The notice shall be sent no later than the date the next billing notice is sent out.

SECTION 5.07. DELINQUENT ACCOUNTS: An account shall be considered delinquent if payment has not been received by the payment past due date specified on the billing notice.

SECTION 5.08. NOTICE OF DELINQUENCY: The Utility Authority shall notify the customer in writing once customer's account has been determined to be delinquent. Notice will include a list of the sanctions which may be imposed with and without further notice. Notice of delinquency shall be made by mail.

SECTION 5.09. DEPOSITS: The Utility Authority may require that new customers pay a deposit as a condition of receiving utility services, per the Deposit Requirements shown in the Utility Authority's *Schedule of Service Fees, Deposit Requirements, and Discontinuation/Reinitiation of Services* schedule and as contained herein. Deposits will be returned after the Customer is in good standing (no service discontinuations for non-payment and no more than 3 payment deferral agreements within 12 consecutive months). Checks will be mailed to Customers for deposit returns when operationally feasible, however deposits may be utilized to cover delinquent balances, when determined necessary.

SECTION 5.10. RESPONSIBILITY FOR TENANTS; Any customer having tenants, whose supply of utility services is dependent upon a blanket agreement between the customer and the Utility Authority covering all the Utility Authority services on the premises, shall agree to accept financial responsibility for the full payment amount, as computed for all separate services.

## ARTICLE VI

### DISCONTINUANCE AND RESTORATION OF SERVICE

**SECTION 6.01. FRAUDULENT USE:** If the Utility Authority detects fraudulent use of any utility by a customer, such customer's service will be discontinued without advance notice. Services shall not be reinitiated until the customer has given the Utility Authority satisfactory assurance that such fraudulent use will be discontinued and shall have paid the Utility Authority an amount estimated by the Utility Authority to be reasonable compensation for utilities fraudulently used or diverted and not paid for, and in addition, shall have a penalty charge assessed in addition to applicable fees. The Utility Authority reserves the right to refuse services to any customer who previously engaged in fraudulent use of utility services.

**SECTION 6.02. DANGEROUS CONDITIONS:** If a dangerous condition is found to exist on the customer's premises, services will be discontinued without advance notice. The Utility Authority shall notify the customer and Village Staff Officer or Mayordomo promptly of the nature of the dangerous condition. If the customer does not remedy the dangerous condition within 2 business days of being notified, discontinuation and reinitiation charges as well as other applicable fees, may be assessed and will be payable prior to reinitiating services.

**SECTION 6.03. MISUSE OR MISAPPLICATION OF SERVICE:** If a utility service is being misused or misapplied by the customer so as to cause low pressure or other unsatisfactory conditions affecting the quality, safety, or continuity of service to other customers, the Utility Authority will discontinue such service after two (2) days written notice. The Utility Authority reserves the right to discontinue service without advance notice if the misuse of any utility service causes a dangerous condition or failure of service to other customers. If the Utility Authority is compelled to discontinue service for these causes, discontinuation fees, reinitiation fees and other additional fees and deposits may be assessed and become payable prior to reinitiation of services.

**SECTION 6.04. RESALE:** If any utility service is resold by the customer without the written consent of the Utility Authority, service will be discontinued after two (2) days written notice, and no reinitiation will be made until assurance is given, in writing, that the service (or commodity) will not be sold again or delivered to any other party. If service is discontinued for this cause, discontinuation fees, reinitiation fees and other additional fees and deposits may be assessed and become payable prior to reinitiation of services.

**SECTION 6.05. METER TAMPERING:** Customers who tamper with, interfere with, or break the seals of meters or other equipment of the Utility Authority will be assessed a Meter Tampering Fee and shall be subject to discontinuation of

services. Customer shall also be subject to a discontinuation fee, reinitiation fee and other applicable fees and deposits prior to reinitiation of services.

SECTION 6.06. RIGHT OF ENTRY: Whenever the Utility Authority shall permanently discontinue utility service, the Utility Authority shall have the right at any reasonable time after discontinuation, to enter upon the premises and remove the meter and any other Utility Authority property.

SECTION 6.07 DISCONTINUANCE FOR NON PAYMENT: The Utility Authority is authorized to discontinue service after a customer has been delinquent for greater than 3 calendar months from the initial billing date. In cases where the Utility Authority has notified a customer of the Utility Authority's intent to involuntarily discontinue service and the customer has requested a hearing; service will not be discontinued during the hearing process.

SECTION 6.08. NOTICE OF DISCONTINUATION OF SERVICES: Prior to discontinuation of services for non-payment, the Utility Authority must mail a Final Notice of Discontinuation of Services a minimum of 8 days before discontinuation or must deliver the Final Notice of Discontinuation of Services a minimum of 5 days prior to discontinuation of services. In addition, a Notice of Discontinuation of Services will be posted on the Customer's door a minimum of 48 hours in advance of discontinuation of services. No Notice of Discontinuation of services will be required for emergencies or whenever a Customer provides a bad check (check returned for non-sufficient funds), in an effort to avoid discontinuation of services.

## ARTICLE VII

### ENFORCEMENT; FEES; SANCTIONS

SECTION 7.01. AUTHORITY AND ENFORCEMENT: The Utility Authority is authorized by its charter, Article VIII to collect established fees for service and to impose sanctions and fees for non-payment. The Utility Authority shall enforce its regulations, fee collections and provisions of this Tariff by discontinuing services of any and all violators and delinquent bill-payers or impose other penalties and sanctions as authorized.

SECTION 7.02. ATTACHMENT OF CUSTOMER'S PROPERTY: The Utility Authority shall not seek to attach customer's property, nor seek to have fines assessed by Tribal Court, except for excessive delinquency or in limited cases of blatant or continued abuses or destruction of property.

SECTION 7.03. FEE SCHEDULES. The Utility Authority shall develop and adopt fee schedules which establish specific fees, fines and assessments for violation and non-compliance with the provisions of this Tariff. The fee schedules shall be reviewed for appropriateness annually by the Utility Authority and are subject to review and approval by a public agency or tribal entity as may be designated by Tribal Council.

SECTION 7.04. SANCTIONS AUTHORIZED: The following sanctions may be imposed by the Utility Authority for customer's failure to comply with any provisions of this Tariff or with any duly adopted regulation of the Utility Authority:

- (1) Termination of service(s)
- (2) Assessment of fees based on fee schedules adopted by regulation of the Utility Authority;
- (3) Assessment of late charges based on a schedule adopted by regulation of the Utility Authority;
- (4) Assessment of damages resulting from the customer's non-compliance;
- (5) Forfeiture of all or part of a deposit;
- (6) Filing of a lien against the customer's physical property after the account is declared delinquent;
- (7) Transferring the account balance to the account of a new address, where the customer is residing, regardless of whose name the new service is in;
- (8) Enforcing a lien by seeking judgment, and satisfaction from the customer's property from Tribal court;
- (9) Filing suit for damages in Tribal court;
- (10) Referring violations that may involve criminal conduct to the tribal police or tribal prosecutor.

SECTION 7.05. SANCTIONS GUIDELINES: The Utility Authority shall use the following guidelines when considering the appropriate sanctions to be imposed in any given case:

- (1) Whether the sanction is required by this Tariff or other applicable law, or whether imposition is discretionary;
- (2) The minimum sanction needed to effect compliance;
- (3) The irreparable harm to operation of the Utility Authority, and to the Tribe, if the sanction is not imposed;
- (4) The customer's past record of compliance or non-compliance, or good faith efforts to achieve compliance;
- (5) The irreparable harm to other persons or property if the sanction is not imposed; and
- (6) The effectiveness of similar sanctions in securing compliance in other cases.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

SECTION 8.01. VALIDITY, SEVERABILITY: The invalidity of any section, clause, sentence or provision of this Tariff shall not affect the validity of any part of this Tariff which can be given effect without such invalid part or parts.

SECTION 8.02. AMENDMENTS: The Utility Authority Board of Directors shall have the authority to amend this Tariff at any time. The Tribal Council shall act upon proposed amendments to this Tariff, submitted for action by the Utility Authority, by approval or disapproval of such proposed amendments.

SECTION 8.03. SUSPENSION OF TARIFF: No employee, officer, contractor or agent of the Pueblo of Laguna is authorized to suspend or alter any of the provisions of this Tariff without the formal approval of the Tribal Council.

SECTION 8.04. CHARTER: The Utility Authority is required to operate within the guidelines established by the Pueblo of Laguna Restated Charter (January 19, 2004) per Tribal Resolution No. 03-04.

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Appendix A: User Fee Schedule

<b>User Fee Schedule</b>							
<b>Meter Size</b>	<b>Residential</b>	<b>Small Business</b>	<b>Small Commercial</b>	<b>Large Commercial</b>	<b>Public Authority</b>	<b>Tap Fee</b>	<b>Dev Fee</b>
<b>UA (\$/gal)</b>	flat rate	0.01	0.020	0.020	0.020		
<b>Water</b>							
5/8", 3/4"	\$ 5.00	\$ 7.16	\$ 14.54	\$ 35.80	\$ 7.16	\$ 520.00	\$1,899.00
1"		\$ 11.58	\$ 25.04	\$ 62.91	\$ 11.58	\$ 600.00	\$3,166.00
1 1/4"		\$ 11.58	\$ 38.52	\$ 97.68	\$ 11.58	Cost	\$4,748.50
1 1/2"		\$ 47.21	\$ 54.98	\$ 140.08	\$ 47.21	Cost	\$6,331.00
2"		\$ 117.40	\$ 96.91	\$ 248.17	\$ 117.40	Cost	\$10,130.00
2 1/2"		\$ 137.31	\$ 156.84	\$ 402.67	\$ 137.31	Cost	\$16,144.50
3"		\$ 157.21	\$ 216.76	\$ 557.16	\$ 157.21	Cost	\$22,159.00
4"		\$ 334.86	\$ 384.46	\$ 989.54	\$ 334.86	Cost	\$37,986.00
6"		\$ 445.93	\$ 863.85	\$ 2,225.50	\$ 445.93	Cost	\$61,000.00
<b>Sewer</b>							
3/4"	\$ 5.00	\$ 7.16	\$ 12.35	\$ 41.96	\$ 7.16	\$ 520.00	\$1,899.00
1"		\$ 11.58	\$ 20.45	\$ 71.08	\$ 11.58	\$ 600.00	\$3,166.00
1 1/4"		\$ 11.58	\$ 20.45	\$ 71.08	\$ 11.58	Cost	\$4,748.50
1 1/2"		\$ 47.21	\$ 85.82	\$ 306.13	\$ 47.21	Cost	\$6,331.00
2"		\$ 117.40	\$ 214.60	\$ 769.14	\$ 117.40	Cost	\$10,130.00
2 1/2"		\$ 137.31	\$ 251.12	\$ 900.44	\$ 137.31	Cost	\$16,144.50
3"		\$ 157.21	\$ 287.63	\$ 1,031.74	\$ 157.21	Cost	\$22,159.00
4"		\$ 334.86	\$ 613.55	\$ 2,203.60	\$ 334.86	Cost	\$37,986.00
6"		\$ 445.93	\$ 817.34	\$ 2,936.30	\$ 445.93	Cost	\$61,000.00
<b>Solid Waste</b>				<b>Septic Tank Pumping</b>			
<b>Category</b>	<b>Container</b>	<b>Amount</b>	<b>Amount</b>				
<b>Residential</b>	1st Herby Kerby	\$ 5.00	\$5.00 / mo.				
	2nd Herby Kerby	\$ 12.00					
<b>SM Business</b>	1st Herby Kerby	\$ 12.00	\$ 25.00 / tank				
	2nd Herby Kerby	\$ 12.00					
<b>SM Commercial / Public Authority</b>	1st Herby Kerby	\$ 24.00	\$ 25.00 / tank				
	2nd Herby Kerby	\$ 12.00					
<b>Large Commercial</b>	Variable	Cost	\$ 75.00 / tank				
<b>Non residential Tipping Fees</b>			\$8.44/yd <sup>3</sup>	OR	\$20.00/load		

## **Appendix B Service Fee Schedule**

### ***Late Payment Fees***

Account Balances not paid within one month of billing due date shall be subject to a Late Payment Fee equal to 10% percent (10%) of the delinquent balance, and will be applied to Customer's account balance at the point at which the account becomes delinquent. This fee will be applied each time a Customer's account becomes delinquent, however, after one month of delinquent status, a Late Payment Interest Fee will be applied, at a rate equal to one and one-half percent (1 1/2%) of the delinquent balance until balance is no longer delinquent. Late Payment Fees and Late Payment Interest Fees do not apply to deposits.

### ***Returned Check (Non-Sufficient Funds) (NSF) Fee***

Accounts will be charged a fee for checks returned for non-sufficient funds due to lack of funds or account closure or for any other valid reason given by Customer's bank for not honoring the Customer's check. This charge will be made for every such occurrence. Customer will be charged the amount charged by the Utility Authority's bank for processing the non-sufficient funds check, to the Utility Authority.

### ***New Account Administration Fee***

**(Applies to new accounts established after July 2006)**

Any Customer establishing a new account for utility services shall be assessed a one time \$10.00 fee to cover administrative costs. In addition, Customers will be required to pay deposits, when applicable.

### ***Discontinuation of Service Fee for non payment***

A \$25.00 fee will be charged for discontinuation of services during normal business hours (8:00 a.m. to 4:30 p.m. daily except Saturday, Sunday and holidays). A \$37.50 fee will be charged for discontinuation of services at times other than normal business hours.

### ***Reinitiation of Services Fees***

A \$25.00 fee will be charged for reinitiation of services during normal business hours (8:00 a.m. to 4:30 p.m. daily except Saturday, Sunday and holidays). A \$37.50 fee will be charged for reinitiation of services at times other than normal business hours.

### ***Tampering Fee***

A \$200.00 fee will be charged for tampering or for fraudulent use of utility services, in addition to a discontinuation fee, reinitiation fee and other applicable fees and deposits. All applicable fees and deposits must be paid prior to reinitiation of services.

**Meter Test Fee**

As requested, UA staff will have the meter tested by a competent meter testing company. Associated cost of having the meter test will be borne by the customer unless the meter is found to be reading outside of the limits as established in section 4.04 and 4.05 of this tariff.

**Lien Fee**

Any account with an outstanding balance of greater than \$10.00 which is found to be delinquent for more than 90 days after the specified billing date, will be subject to having a lien filed against Customer’s property. All costs incurred by the Utility Authority to file such lien, will be charged to the Customer’s account.

**Tapping Fee**

Tapping fees will be assessed to cover the costs of service connection tapping into water and sewer mains. The fee covers the main tap, corporation stop, and service line including the curb stop and meter.

**Permit Fee**

Permit fees will be assessed to recover the cost of plan review, site inspections and other administrative costs. Utility Authority staff will develop cost estimates according to the size and complexity of the construction project.

**Growth & Development Fee**

Growth and Development fees will be assessed to cover the expense of expanding water and sewer systems to accommodate growth. Assessed Fees will be dedicated to cover future capital improvements so that new users cover the costs of growth rather than existing users.

**Deposit Requirements**

(NOTE: Deposits are not subject to interest accrual or late payment fees)

Renters	\$50.00
Discontinuation of Services on Delinquent Accounts	\$100.00
Non-residential Accounts (two month’s estimated billing amount)	minimum \$100.00

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# CERTIFICATION

The foregoing tariff was approved and ratified by the Pueblo of Laguna Council on the \_\_\_\_ day of \_\_\_\_\_, 200\_, by a vote of \_\_\_\_ for, \_\_\_\_ opposed, and \_\_\_\_ abstaining, at a duly called meeting at which a quorum of the Council was present.

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Council Member

**ATTEST:**

\_\_\_\_\_  
Secretary