

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC. OF LOUISIANA,
EX PARTE

DOCKET NO. U-_____

In re: Application for Consolidation of Rate Base, Phased Uniform Rate Structure, Adjustment in Retail Rates, Depreciation Study Implementation, Modification and Extension of Formula Rate Plan, Approval of Terms and Conditions, Approval of Industrial Biochemical Oxygen Demand Class, Updated System Development Charges, and Interim Rate Relief.

EXHIBIT I *in globo*



**FORMULA RATE PLAN RIDER SCHEDULE OF
UTILITIES, INC. OF LOUISIANA**

1. GENERAL

This Formula Rate Plan Rider Schedule FRP (“Rider FRP”) defines the procedure by which the rates contained in the Utilities, Inc. of Louisiana (“UIL” or “Company”) rate schedules, designated in Attachment A to this Rider FRP (“Rate Schedules”), may be periodically adjusted. Rider FRP shall apply in accordance with the provisions of Section 2.A below to all water and wastewater service, whether metered or unmetered, billed under the Rate Schedules, ~~whether metered or unmetered~~, subject to the jurisdiction of the Louisiana Public Service Commission (“LPSC” or “Commission”).

2. APPLICATION AND ANNUAL REDETERMINATION PROCEDURE

2.A. RATE ADJUSTMENTS

The Rate Adjustments shall be determined in accordance with the provisions of Sections 2.B and 2.C below.

2.B. ANNUAL FILING AND REVIEW

2.B.1. FILING DATE

On or before ~~March 30th~~ of each of the years 2026~~2~~, 2027~~3~~, and 2028~~4~~, or as determined by a filed and approved request for extension, UIL shall file a report with the Commission containing a calculation of the Company’s revenue requirement based on the twelve months ending December 31st of the ~~previous~~ preceding calendar year (“test year”) and prepared in accordance with the provisions of Section 2.C below. ~~This~~ annual filing shall be referred to as the “FRP Annual Report”. A revised rate schedule shall be included in each such filing ~~containing revised FRP Rate Adjustments by Tariff for the Rate Adjustments~~ determined in accordance with the provisions of Section 2.C below.

2.B.2 REVIEW PERIOD

The Commission Staff (“Staff”), its outside advisors, if any, and all Intervenor~~s~~ of record as of the filing date of UIL’s requested modifications to its FRP, hereinafter collectively referred to as the “Parties”, shall each be provided a copy of each FRP Annual Report filing at the time it is filed with the Commission along with all pleadings in the FRP-related proceedings (subject to confidentiality agreements, where applicable). At the time each such FRP Annual Report is filed, UIL shall provide the Parties with all workpapers,

supporting the data, and calculations reflected in the FRP Annual Report, including electronic spreadsheets with formulas intact. The Parties may request clarification and additional supporting data.

The Parties shall have until ~~April~~ August 30th of the filing year to review the FRP Annual Report to ensure that it complies with the requirements of Section 2.C below. If the Parties should detect an error(s) in the application of the principles and procedures contained in Section 2.C below, or should the Parties otherwise disagree with any of the computations, revenues, or costs included in such computations, such error(s) and/or disagreements shall be formally communicated in writing to UIL by the ~~August~~ April 30th deadline. Each such indicated error or disagreement shall include documentation of the proposed correction. The Company shall then have until ~~September~~ May 30th to review any proposed corrections and/or adjustments, to work with the Parties to resolve any differences, and to file revised Rate Schedules containing FRP Rate Adjustments by ~~Tariff~~ reflective of all corrections and adjustments upon which the Parties agree. The Company shall provide the Parties with all workpapers supporting any revisions made to the FRP Annual Report initially filed for the test year.

Except where there is an unresolved dispute, which shall be addressed in accordance with the provisions of Section 2.B.3 below, the ~~FRP~~ Rate Adjustments by ~~Tariff~~ initially filed under the provisions of Section 2.B.1 above, or such revised ~~FRP~~ Rate Adjustments by ~~Tariff~~ as may be determined pursuant to the terms of this Section 2.B.2, shall become effective for bills rendered on ~~and~~ after the first billing cycle for the month of ~~November~~ July of the filing year. If Commission approval has not been obtained in order to adjust rates effective July 1st, then the billing units used to determine FRP Rate Adjustments will be adjusted to ensure full recovery of the FRP revenue requirement, the on FRP. Those FRP Rate Adjustments by ~~Tariff~~ shall then remain in effect until changed pursuant to the provisions of this Rider.

<u>Test Year End Date</u>	<u>December 31st</u>
<u>Filed by Date</u>	<u>March 1st</u>
<u>Parties' Responses</u>	<u>April 31st</u>
<u>Dispute Resolution Company</u>	<u>May 31st</u>
<u>Rate Effective Date</u>	<u>July 1st</u>

To the extent that there are no issues raised during the annual review period of the FRP Annual Report, or any issues raised are amicably resolved, (i.e., there are no unresolved issues to be addressed pursuant to Section 2.B.3), the Parties shall submit a summary of the proceedings to the Commission for consideration as timely as

practicable, including the terms under which any issues have been resolved and the resulting effect on rates.

2.B.3. RESOLUTION OF DISPUTED ISSUES

In the event there are disputes regarding any FRP Annual Report, the Parties and the Company shall work together in good faith to resolve such disputes. If the Parties and the Company are unable to resolve all disputes by the end of ~~September~~ May 31st ~~as~~ provided for in Section 2.B.2 above, ~~revised~~ Rate Schedules reflecting all revisions to the ~~FRP~~ Rate Adjustments allowed by the terms and conditions of this ~~Rider Formula Rate Plan Rider Schedule of Utilities Inc. of Louisiana~~ FRP for UIL on which the Company and Parties agree shall become effective as provided for in Section 2.B.2 above. Any disputed issues shall be submitted to the Commission for resolution.

If the Commission's final ruling on any disputed issues requires changes in the ~~FRP~~ Rate Adjustments ~~by~~ Tariff initially implemented pursuant to the above provisions, the Company shall file a revised FRP Annual Report containing such further modified ~~FRP~~ Rate Adjustments ~~by~~ Tariff within 15 days ~~after~~ of receiving the Commission's Order resolving the dispute. The Company shall provide a copy of the revised filing to the Parties together with supporting documentation and workpapers, including electronic spreadsheets with formulas intact. Such modified ~~FRP~~ Rate Adjustments ~~by~~ Tariff shall then be implemented with the next applicable monthly billing cycle after ~~this~~ filing and shall remain in effect until superseded by any subsequent ~~FRP~~ Rate Adjustments ~~by~~ Tariff established in accordance with the provisions of this Rider FRP.

Within 60 days ~~after~~ of receipt of the Commission's final ruling on disputed issues, the Company shall determine the amount to be refunded or surcharged to customers due to the disputed issues, if any, together with interest at the published legal rate of interest applied from the effective date of the rate(s) at issue ~~of the filing year to the~~ and the adjustment required to the ~~FRP~~ Rate Adjustments ~~by~~ Tariff ~~to be applied prospectively~~. Any refund or /surcharge amount shall be applied on a percentage basis, pursuant to Section 2.C.3 of this Rider FRP, and shall be based on the customer's applicable ~~base revenue~~ charges from the first billing cycle of the effective date of the rate(s) at issue ~~of the filing year~~ through the last date the prior FRP ~~Annual Report's~~ Rate Adjustments ~~by~~ Tariff were billed, effectively making customers whole for the difference in the Rate Adjustments across the time said difference exists. Such refund ~~or~~ /surcharge amount shall be applied to customers' bills in the manner prescribed by the Commission.

2.C. ANNUAL REDETERMINATION OF RATE ADJUSTMENTS

2.C.1. DEFINITION OF TERMS

a. TEST YEAR

The test year shall be the twelve-month period ending December 31 immediately preceding the year in which the FRP Annual Report is filed.

b. CALCULATED RETURN ON EQUITY RATE

The Calculated Return on Equity Rate ("ROE") for each test year shall be determined as Net Income for the test year divided by the equity portion of rate base for the test year. The ROE determination shall reflect the actual results for the test year as recorded on the Company's books in accordance with the NARUC Uniform System of Accounts.

$$\text{Adjusted Net Income} / (\text{Adjusted Rate Base} * \text{Equity \% of Capital Structure}) = \text{ROE}$$

~~**c. BANDWIDTH FOR ROE RATE**~~

~~The ROE Rate Bandwidth ("Bandwidth") shall be the range of values with a lower limit ("Lower Band") equal to 9.00% and an upper limit ("Upper Band") equal to 10.00%.~~

~~**cd. MIDPOINT FOR ROE RATE**~~ **AUTHORIZED RETURN ON**

EQUITY

The authorized ROE Rate Midpoint ("Midpoint") shall be equal to 9.50~~11.00~~%

2.C.2 RIDER FRP REVENUE LEVEL

~~For Test Year December 31, 2021, the~~ The Rider FRP Revenue Level will be adjusted by 100% of the difference between the earned ROE and the Midpoint~~authorized ROE. For the Test Years ending December 31, 2022 and December 31, 2023, the Total Rider FRP Revenue level shall be determined using the following rules:~~

~~**a. NO RIDER FRP CHANGE**~~

~~There shall be no change in the Rider FRP Revenue level in effect for the test year if the ROE is greater than or equal to the Lower Band and less than or equal to the Upper Band.~~

~~**b. RIDER FRP INCREASE -- ROE**~~

~~If the ROE is less than the Lower Band, the Rider FRP Revenue level in effect for the test year shall be increased by 100% of the difference between the ROE and the Lower Band.~~

~~c.~~ **RIDER FRP DECREASE – ROE**

~~If the ROE exceeds the Upper Band, the Rider FRP Revenue level in effect for the test year shall be reduced by 100% of the difference between the ROE and the Upper Band.~~

2.C.3. RIDER FRP REVENUE ALLOCATION

The Total Rider FRP Revenue, as determined under the provisions of Section 2.C.2 above, shall be allocated to each applicable rate schedule included in Attachment A to this Rider FRP (“Rate Schedules”) based on an equal percentage of applicable base revenue. This percentage shall be developed by dividing the Total Rider FRP Revenue by the total applicable base revenue.

2.C.4. RIDER FRP RATE ADJUSTMENTS BY TARIFF

All applicable retail rates and riders on file with the Louisiana Public Service Commission will be adjusted by the same percentage described in 2.C.3 above, such that average bills will be equal for customers in each rate the same class by service type with the same service characteristics.

3. PROVISIONS FOR OTHER RATE CHANGES

3.A. NO BASE RATE CHANGE

During the term of this Rider FRP, UIL shall not file a base rate increase and the Commission shall not initiate a base rate reduction, except as otherwise specifically provided for herein.

3.B. EXTRAORDINARY COST CHANGES

If UIL experiences a ~~single~~ extraordinary increase or decrease or multiple increases or decreases in expenses, or a single extraordinary decrease or multiple extraordinary decreases in base revenues, net of any related offsetting reductions in expenses, in a test year having a net annual revenue requirement impact exceeding \$250,000.00 on a Louisiana retail jurisdictional basis, then either the Company or the Commission may address the ratemaking effects of such ~~cost~~ a net revenue requirement increase(s) or decrease(s) or decrease in base revenues in either the annual FRP proceedings or in a separate proceeding outside the provisions of the FRP and established for that purpose. Such extraordinary increases or decreases in expenses or ~~decrease in base revenues~~ shall be limited to an event or events of force majeure beyond the reasonable and direct control of UIL, including a natural disaster, pandemic, damage or unforeseeable loss of assets, changes in regulation ordered by a regulatory body or other entity with appropriate jurisdiction, and orders or acts of civil or military authority.

In conjunction with any application or other approval request filed by UIL with the LPSC relating to the satisfaction of the current and/or future water and wastewater service needs of UIL's members, including but not limited to approval of an acquisition, as well as a public interest or other determination related to water and wastewater service, then the Company or the Commission may address the ratemaking effects of the related costs outside the FRP.

~~3.C. CORPORATE ALLOCATIONS~~

~~It is acknowledged that the Income Statement of the annual FRP filings contain allocations of costs from Water Service Corporate ("WSC") and Corix Infrastructure, Inc. ("CII"), both affiliates of UIL. It is agreed that combined allocations for WSC and CII corporate services costs and amortizations to be included on such income statement, shall be capped at amounts no greater than \$2,379,711 in Year 1 with a 2021 Test Year, \$2,558,843 in Year 2 with a 2022 Test Year and \$2,635,608 in Year 3 with a 2023 Test Year, in determining UIL's earned return and measurement against the allowed return on equity. UIL shall provide support for such amounts.~~

~~3.CD. SPECIAL RATE FILINGS~~

In order to address competitive and other business needs, the FRP shall not preclude UIL from proposing revisions to existing rate schedules or new rate schedules, such as experimental, developmental, and alternative rate schedules. Additionally, the FRP shall not preclude UIL from proposing certain rate riders on a customer's bill when such recovery is deemed in the public interest and reasonable. UIL shall file any such proposed rate schedules, riders, or changes with the Commission and the Commission shall evaluate UIL's proposals in accordance with the rules and procedures then in effect.

4. EFFECTIVE DATE AND TERM

Rider FRP shall continue in effect for three years with FRP Annual Report filings to be made on or before ~~March 31st~~ of each of the years ~~2026~~, ~~2027~~, and ~~2028~~, for the test years ending December 31, ~~2025~~, ~~2026~~, and ~~2027~~, respectively (the "Term"). Unless Rider FRP is extended by the Commission, the ~~FRP-Rate Adjustments by Tariff~~ resulting from the ~~2024~~ ~~the 2028~~ FRP Annual Report filing based on the ~~2027~~ test year shall continue in effect until such time as they are superseded pursuant to a final Commission order. If this Rider FRP is terminated by a future order of the Commission, the then-existing Total FRP Revenue shall continue to be in effect until new base-rates reflecting an alternative Total Revenue are duly approved and implemented. Nothing contained in this Rider FRP shall limit the right of any party to file an appeal as provided by law.

LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC OF LOUISIANA

WATER SERVICES RATES

AVAILABILITY

This service is available under the general terms and conditions of the Company to all metered customers of water service within the former Utilities, Inc. of Louisiana service areas. The Company reserves the right to meter all customers, where reasonable and feasible.

Water Service

Residential Rates¹

Minimum Charge (usage up to 2,000 gallons)	Per Period	\$ 33.58
Volumetric Charge (usage over 2,000 gallons)	Per 1,000 gallons	\$ 6.867

Residential Irrigation Rates

Minimum Charge (usage up to 4,000 gallons)	Per Period	\$ 33.58
Volumetric Charge (usage over 4,000 gallons)	Per 1,000 gallons	\$ 6.867

Commercial Rates

Minimum Charge (usage up to 4,000 gallons)	Per Period	\$138.48
Volumetric Charge (usage over 4,000 gallons)	Per 1,000 gallons	\$ 7.294

Commercial Irrigation Rates

Minimum Charge (usage up to 4,000 gallons)	Per Period	\$138.48
Volumetric Charge (usage over 4,000 gallons)	Per 1,000 gallons	\$ 7.294

¹The minimum charge applicable to meter banks (two or more meters on one service line) shall be that which would be billed under the above schedule for a single meter having nearest equivalent capacity. Multifamily customers shall be billed under the commercial rate schedule where separately metered connections per dwelling unit do not exist.

LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC OF LOUISIANA

WATER SERVICES RATES

AVAILABILITY

This service is available under the general terms and conditions of the Company to all metered customers of water service within the former French Settlement Water Company service areas. The Company reserves the right to meter all customers, where reasonable and feasible.

**Water Service, Former French Settlement
Water Company Customers**

Residential Rates¹

Minimum Charge (usage up to 2,000 gallons)	Per Period	\$ 21.82
Volumetric Charge (usage over 2,000 gallons)	Per 1,000 gallons	\$ 5.23

Commercial Rates

Minimum Charge (usage up to 2,000 gallons)	Per Period	\$ 21.82
Volumetric Charge (usage over 2,000 gallons)	Per 1,000 gallons	\$ 5.23

Unmetered Rates

Residential Unmetered	Per Period	\$ 24.00
Commercial Unmetered	Per Period	\$ 24.00

¹The minimum charge applicable to meter banks (two or more meters on one service line) shall be that which would be billed under the above schedule for a single meter having nearest equivalent capacity. Multifamily customers shall be billed under the commercial rate schedule where separately metered connections per dwelling unit do not exist.

LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC OF LOUISIANA

WATER SERVICES RATES

APPLICABILITY

The fees below are applicable under the general terms and conditions of the Company to all water service customers.

RESIDENTIAL/NON- RESIDENTIAL/COMMERCIAL TAP FEE

Residential	\$955.00
Commercial	\$1,500.00

SYSTEM DEVELOPMENT CHARGES

<u>Meter Size</u>		<u>SDC</u>
5/8"	\$	1,004.18
3/4"	\$	1,506.27
1"	\$	2,510.44
1.5"	\$	5,020.89
2"	\$	8,033.42
2.5"	\$	16,066.84
3"	\$	16,066.84
4"	\$	25,104.43
6"	\$	50,208.87
8"	\$	140,584.83

CONNECTION FEE **\$100.00**

This charge is to cover the administration cost of re-establishing service and with reading the meter upon a change of customer where service has previously been established. For customers connecting both water and sewer services the connection fee would be \$100.00 in total.

RE-CONNECTION FEE **\$100.00**

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use. For customers re-connecting both water and sewer services the re-connection fee would be \$300.00 in total.

SERVICE CHARGE **\$65.00**

This charge shall cover the cost of a company repairman sent to a consumer's premises at the customer's request when the trouble is found to be in the consumer's house piping.

NSF CHECK FEE **\$20.00**

LATE CHARGE **5% on payments received 20 days after the billing date**

METER TAMPERING CHARGE **Not less than \$150.00 per occurrence**

LOUISIANA PUBLIC SERVICE COMMISSION
UTILITIES, INC OF LOUISIANA
WATER SERVICES RATES

METER TEST FEE

\$25.00

DEPOSIT

minimum \$50.00 for residential, \$75.00 commercial

Residential – Maximum charge 2 ½ times monthly bill.

Commercial – Maximum charge 2 ½ times monthly bill.

LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC. OF LOUISIANA

RULES, REGULATIONS, AND CONDITIONS FOR SERVICE - WATER

The supplying of water, including the extension of mains and the making of connections thereto, by Utilities, Inc., of Louisiana, shall be subject to the following Rules, Regulations, and Conditions of Service, and its charges for and the cost of water service shall be at the rates specified in rate schedules filed from time to time by the Company with, and approved by, the Louisiana Public Service Commission. Every customer, upon signing an application for any service rendered by the Company, or upon the taking of water service, shall be bound by these Rules, Regulations, and Conditions of Service and such rate schedules. The Company reserves the right to prescribe, subject to the approval of the Louisiana Public Service Commission, such additional rules, or to alter and amend the following rules from time to time, as in its discretion it may deem necessary and proper. No representative, employee or agent of the Company has the right to alter or waive any of these Rules, Regulations, and Conditions of Service without the consent or approval of the Louisiana Public Service Commission or other regulatory body having jurisdiction thereof. No employee or agent of the Company shall have the right or authority to bind the Company by any promise, agreement or representation contrary to the letter or intent of these Rules, Regulations, and Conditions of Service.

DEFINITIONS

- A. "Company" means Utilities, Inc. of Louisiana acting through its officers, managers or other duly authorized employees or agents.
- B. "Cross-connection" means any direct or indirect connection between a Customer's piping system having a service connection to the Company and any other piping or plumbing systems, or a vessel such as, but not limited to, compressed gas cylinders, sinks, toilets, drains, and other pressurized or unpressurized liquid or gaseous containers, which contain, or which could contain, any substance other than water supplied by the Company. Cross connection also means any use of water supplied by the Company which permits, or which could permit, a backflow of water or any other substance into the Company's mains.
- C. "Customer" means the party contracting for water service.
- D. "Customer's service pipe" means that portion of the service pipe between the curb stop at or near the property line and the premises to be supplied.
- E. "Main" means the supply pipe, owned and maintained by the Company, to which service connections are attached to supply water to one or more customers.
- F. "Meter" means a mechanical device owned by the Company which measures and records the quantity of water supplied to a customer.
- G. "Owner(s)" means a person, firm, corporation or association having an ownership interest in any premises or property which is, or is about to be, supplied with water service by the Company.
- H. "Premises" includes:

- (1) A building under one roof owned or leased by one party and occupied as a residence, or for business, industrial, or commercial purposes; or
 - (2) A group or combination of buildings owned or leased by one party, occupied by one family, or one corporation or firm, or as a place of business, or for manufacturing or industrial purposes, or as a hospital or other public institution; or
 - (3) One side of a double house having a solid vertical partition wall; or
 - (4) A building owned or leased by one party containing more than one apartment and having one entrance and using one hall in common; or
 - (5) A building owned or leased by one party having any number of apartments, offices or lofts which are rented to tenants; or
 - (6) A public building such as a town hall, school, or fire engine house; or
 - (7) A single lot, park, playground, or campsite; or
 - (8) Each house or building in a row that has party walls, i.e., townhouses/condominiums.
- I. "Private fire service connection" means a pipe, with appurtenances owned by the customer, which is used to conduct water from the main to the customer's private fire protection system.
 - J. "Remote meter reading device" means a water meter register installed outside of buildings or structures on the customer's premises and connected to the meter installed inside the customer's premises.
 - K. "Revenue" means funds collected from customers in accordance with rate schedules filed from time to time by the Company with the Illinois Commerce Commission.
 - L. "Seasonal service" means service supplied to customers whose water needs are primarily seasonal or who require increased water service for equipment or processes operated only for part of the year.
 - M. "Service connection" means a pipe with appurtenances used to conduct water from the main to and including the curb stop or meter well at or near the property line. "Service connections" may serve one or more customers at Company option; provided that each customer shall have its own curb stop or other means of control as approved by the Company.
 - N. "Standby service" means service supplied for standby or breakdown purposes or to supplement the customer's water supply.
 - O. "Temporary service" means service supplied for temporary purposes and to housing without permanent foundations for which the period of service is usually less than one year, except as covered otherwise.
 - P. "Tenant" means anyone occupying any premises or property under lease, oral or written, from the Owner and obtaining water service from the Company's mains.
 - Q. "Yearly service" means service supplied to customers who require water during twelve (12) months of each year.

APPLICATION FOR SERVICE

1. Applicants for the use of water may be required to make such application in writing, in person at the Company's office, or by electronic means by the prospective customer on forms supplied by the Company. The application for water service shall, in general, clearly outline the class, scope and type of use to be made of the service.
2. If, for the convenience of the applicant, an application is accepted orally, via telephone or otherwise, the taking of water service shall constitute a contract between the applicant and the Company, obligating the applicant as a customer to pay for, and the Company to furnish, service as specified herein and to comply with all applicable provisions of the Company's Rules, Regulations, and Conditions of Service. If the application is accepted orally, the customer shall, if requested by the Company, sign a written application. A telephone application for service will not be accepted from a third party who will not be the customer.
3. A new application shall be made and approved by the Company, upon any changes in use or occupancy of property or in the service as described in the application, and the Company shall be at liberty, upon five-day notice, to discontinue the water supply until such application has been made and approved.

CUSTOMER'S LIABILITY FOR CHARGES

1. A customer who has applied for water service to a premises shall be held liable for all water service furnished to such premises until such time as the customer notifies the Company to discontinue the customer's service or until service for a new customer is established at the premises. A temporary discontinuance of water or sewer service for a period of less than six (6) months does not constitute a discontinuance of sewer service.
2. Any change in the identity of the contracting customer at a premises shall require a new application and the Company may, after reasonable notice, discontinue the water supply pursuant to Rule 17 hereof until such application has been made and accepted.
3. A customer who discontinues service and re-establishes service within six months of the date of service termination will be billed customer charges and public fire protection charges for the period for which service was discontinued.
4. The Company shall have the right to bill for call-out service requested by the customer or service necessitated by the customer's negligence where work after regular business hours or overtime is involved at the applicable labor, vehicle and overhead rate. The charge for an after-hours service call shall reflect a minimum of two hours for the individual called out at the designated rate of pay. In no instance will the Company bill a customer for more than its actual cost of performing the call-out service in an efficient manner nor will this Rule supersede any fixed charges embodied in other Rules within these Rules, Regulations, and Conditions of Service.

SERVICE CONNECTION

1. A standard service installation will be installed from the main at a point determined by the Company when a proper application is made. The size of the service and meter will be determined by the Customer and will be sufficient size to properly serve the customer.
2. The entire cost of any service installation varying from a standard service, including temporary services, fire services, and relocation of a service, will be defrayed by the applicant. Title to such

services within the street line or servitude will remain in the Company in consideration of its upkeep and maintenance.

3. The Company reserves the right to discontinue serving any customer, or to not commence serving any customer whose plumbing does not conform to all regulations of any proper authority governing the same.

CUSTOMER'S SERVICE PIPES

1. The customer's service pipe between the property line and the structures on the premises to be supplied shall be furnished and installed by the customer at the customer's expense, maintenance, and risk. The pipe shall be of a size not smaller than the service connection. The type of material used for the service pipe shall be approved by the Company.
2. The Company shall in no event be responsible for maintaining the lines and fixtures on a customer's property, or for damage done by water escaping from said lines and fixtures; customers are the owners and responsible parties for all lines and fixtures on their property.
3. No non-metered attachment to the customer's service pipe shall be made between the meter and the street main.
4. Each metered service shall be supplied through a separate curb stop or other means of control as approved by the Company.
5. The Company shall provide one water service connection for any one building on the Owner's lot. The Owner shall obtain a separate water service connection for each living unit in a multiple housing unit where each living unit has its own separate entrance on grade and could have individualized ownership. Each separate water service connection shall be separately metered and billed. Each multiple housing building where each living unit does not have its own separate entrance on grade and could have individualized ownership, shall have one water connection per building. Each building in a commercial premises such as a strip mall shall have one water service connection and one meter regardless of the number of establishments. Each building on a public authority lot shall have one water service connection and one meter.
6. A water service connection shall not be installed where any portion of the Customer's service pipe must pass through land, buildings, or parts of buildings which are not the property of the applicant, or across a platted lot to serve another platted lot, each owned by the same customer.
7. The Company will notify customers of any discontinuance of service whenever possible. Customers must provide against damage of any kind to any of their plumbing, equipment, facilities, machinery, boilers, etc., that might arise out of the sudden discontinuance of water service for any reason. The Company will not be liable for damages resulting from discontinuance or failure to give notice thereof.

METERS

1. The meter box is exclusively the Company's property, and trespassers will be dealt with in accordance with the law applicable thereto. No person or persons, except employees of the Company, will be allowed to install, remove, repair, or otherwise interfere with the operation of meters, meter boxes, or other Company property.

2. The Company reserves the right to test meters whenever it believes it to be necessary.
3. In case of a disputed account involving the accuracy of a meter, such meter shall be tested upon request of the customer in conformity with the provisions of Rule 17.
4. Whenever a meter is determined to be reading inaccurately or fails to deliver a read, bills for service may be determined by estimating the typical usage of the service point experiencing issues. The adjustment shall cover the entire period of inaccurate registration if the length of such period can be determined. If the length of such period cannot be determined, the adjustment shall cover such period as may be mutually agreeable to the customer and to the Company. In no event shall the Company recover adjustments due to inaccurate registration for a period of more than 12 months.
5. The Company shall have access to its property, including property on the customer's premises, at all reasonable times without obstruction and free of tolls or other charges, for the purpose of reading or testing its meters and for all other purposes necessary to enable the company to render proper service to its customers. When the customer requests service be turned on, it will be assumed that the customer knows the condition of their plumbing and the Company shall not be responsible for the injury to the customer, to the customer's employees, or to the customer's property, premises, equipment, or facilities caused by water escaping on or in the customer's premises.
6. At the option of the Company, a remote meter reading device may be installed at an accessible location if desirable to facilitate meter reading.
7. Each premises shall be supplied through a separate meter or meters. Meter settings shall conform to installation standards as provided by the Company.
8. The customer shall promptly notify the Company of any defect in, or damage to, the meter, its connections or housing.
9. The customer shall bear the cost of changing the location of an existing meter at the customer's request.
10. If the customer desires additional meters for showing internal division of the supply, they shall be furnished, installed, and maintained at the customer's expense.

DISCONTINUANCE OF SERVICE

Service under any application, including public fire service and any other public or private use, may be discontinued for any of the following reasons:

1. For misrepresentation in application as to property to be served or fixtures to be supplied or the use to be made of the water supply.
2. For the use of water for any other property or purpose than that described in the application.
3. For non-payment of any water bill for more than 20 days after the date of billing. The customer must be given a (5) day written notice prior to disconnection. General Orders dated 9/10/1957, 11/16/1972, 2/20/1973 and 7/12/76.
4. In case of vacancy of premises.

5. For violation of any of the rules contained herein.
6. Where service has been discontinued for violation of any rule contained herein, the Company shall not be required to restore service until all unpaid accounts due from the customer to the Company have been paid in full plus a re-connection charge as shown in the Company's current rate schedule.
7. When a service is discontinued for any other cause, it will not be restored until the cause of the suspension has been removed or remedied.
8. The Company shall not be liable for damage caused by suspension of service when such suspension is affected in accordance with these provisions.
9. Refusal to permit inspection of plumbing by representatives of the Company at reasonable hours.
10. For molesting any service pipe, meter, curb stop, corporation stop, seal, or any other appliance of the Company controlling or regulating the water supply.

INTERRUPTION OF SERVICE

1. The Company reserves the right to shut off the water in its mains at any time, without notice, for making repairs, extensions, or alternations but will, so far as possible, notify the customers of the intention to shut off. It is expressly stipulated by the Company that no claims shall be made against it and that no person shall be entitled to any damages, nor to have any portion of payment refunded by reason of such shut off or the breaking of any pipe or service pipe or by reason of any other interruption of the supply of water caused by the breaking of machinery or for causes beyond its control.
2. The Company does not guarantee any specific pressure for its service. The pressure will be that which will naturally result from the pressure maintained at the source of supply, the size of the mains, the customer's piping and the elevation of the customer's property, but in no case will be less than 20 psi as stated in the Louisiana State Sanitary Code.
3. No person or persons, other than those authorized by the Company, shall turn the water on or off at any corporation stop or curb stop.
4. The Company may disconnect the water for non-payment of a sewer bill if a contract has been made between the water and wastewater company, or if the sewer utility is owned by the Company. In all locations where UIL is both the water and wastewater company, UIL reserves the right to disconnect water service for nonpayment of sewer bills.

BILLINGS AND PAYMENTS

1. Upon the authority of the Louisiana Public Service Commission, the Company shall have the right to read meters and send bills monthly, bi-monthly, or quarterly.
2. Bills are due 20 days after their issue date. If a customer's bill has not been paid 20 days after the billing date, the Company will issue a notice of its intent to disconnect service for nonpayment in 5 days with the application of a late payment charge. Water service will subsequently be disconnected after the passage of at least 5 days. To restore service a customer may be required to pay a re-connection fee, any amount still owed for a previous billing, and any applied delinquency penalty. If a customer

fails to pay the delinquent penalty assessment, the Company will send a notice that service will be disconnected for non-payment. In the case of a wastewater company, if payment is not made, the wastewater company may make an agreement with the water company to turn off water service for non-payment of the wastewater bills. If this arrangement is made, all conditions must be on file with the Louisiana Public Service Commission. *General Orders dated 9/10/1957, 11/16/1972, 2/20/1973 and 7/12/76*

DELINQUENT PENALTY

All customer payments received 20 days after the date of billing may be assessed a 5% penalty.

FIRE HYDRANTS AND FLUSHING HYDRANTS

No person shall operate hydrants except Company employees or members of the Fire Department. No person shall take water from any hydrant unless specifically authorized by the Company.

PRIVATE FIRE SERVICE

It shall be expressly understood and agreed by any parties receiving private fire service that the Company does not assume liability as insurers of property or person, and that the agreement does not comprehend any particular service, pressure, capacity, or facility other than the usual or that which normal changing conditions may cause to exist from day to day.

CUSTOMER DEPOSITS

The Company shall have the right in accordance with the rules and regulations of the Louisiana Public Service Commission to require the customer to make a reasonable deposit in advance to secure prompt payment of bills.

COMPANY LIABILITY FOR WATER QUALITY

The utility shall have no liability for any claims for damage or injuries based on water quality so long as the water supplied by the utility complies with applicable federal, state, and local laws and regulations governing water quality, including applicable primary maximum contaminant levels.

LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC OF LOUISIANA

WASTEWATER SERVICES RATES

AVAILABILITY

This service is available under the general terms and conditions of the Company to all metered customers of Wastewater service. The Company reserves the right to meter all customers, where reasonable and feasible.

Wastewater Services

Residential Rates

Base Charge	Per Period	\$ 51.89
Volumetric Charge	Per 1,000 gallons	\$ 3.277

Commercial Rates

5/8" Meter	Per Period	\$ 90.27
3/4" Meter	Per Period	\$ 90.27
1" Meter	Per Period	\$ 90.27
1.5" Meter	Per Period	\$151.99
2" Meter	Per Period	\$304.02
2.5" Meter	Per Period	\$304.02
3" Meter	Per Period	\$486.40
4" Meter	Per Period	\$486.40
6" Meter	Per Period	\$486.40
8" Meter	Per Period	\$486.40
Volumetric Charge	Per 1,000 gallons	\$ 9.942

Bulk Usage

Volumetric Charge	Per 1,000 gallons	\$ 1.508
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Unmetered Rates

Residential Unmetered	Per Period	\$486.40
Commercial Unmetered	Per Period	\$486.40

Industrial BOD Rates

Hydraulic Loading Charge	Per ECV ¹	\$22.01
Organic Loading Charge	Per BOD Pound over Base ²	\$ 0.98
Organic Loading Surcharge	Per BOD Pound over 275/day ³	\$ 2.69

Note: Accounts which are not residential and all apartment units which are master metered will be billed under the commercial sewer rate.

¹"ECV" is defined as the volumetric flows imposed by this customer, as measured by a sewerage meter, in terms of 400 gallons-per-day units

LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC OF LOUISIANA

WASTEWATER SERVICES RATES

²"Base Organic Loading" is defined as the pounds the industrial customer's flows would have contributed should the BOD concentration have been 275 mg/l. This is based on the typical BOD concentration for residential flows. When concentrations are over 275 mg/l, each pound over is multiplied by a factor of 70% (30% VCR) to determine the adjusted pounds to which the Organic Loading Charge applies.

³"BOD Pounds over 275/day" is defined as the pounds the industrial customer's flows have contributed over 275 pounds per day. Each pound over is multiplied by a factor of 70% (30% VCR) to determine the adjusted pounds to which the Organic Loading Surcharge applies.

AVAILABILITY

This service is applicable under the general terms and conditions of the Company to those customers that are not metered. The Company reserves the right to meter all customers, where reasonable and feasible.

Wastewater Services - Availability

Residential Rate	Per Period	\$ 69.30
Commercial Rate	Formula Based	See Addendum 1

Note: Accounts which are not residential and all apartment units which are master metered will be billed under the commercial sewer rate.

RESIDENTIAL/NON-RESIDENTIAL/COMMERCIAL TAP FEE **\$850.00**

CONNECTION FEE **\$100.00**

This charge is to cover the administration cost of re-establishing service and with reading the meter upon a change of customer where service has previously been established. For customers connecting both water and sewer services the connection fee would be \$100.00 in total.

RE-CONNECTION FEE **\$300.00**

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use. For customers connecting both water and sewer services the connection fee would be \$300.00 in total.

SERVICE CHARGE **\$65.00**

This charge shall cover the cost of a company repairman sent to a consumer's premises at the customer's request when the trouble is found to be in the consumer's house piping.

NSF CHECK FEE **\$20.00**

LATE CHARGE **5% on payments received 20 days after the billing date**

METER TAMPERING CHARGE **Not less than \$150.00 per occurrence**

METER TEST FEE **\$25.00**

LOUISIANA PUBLIC SERVICE COMMISSION
UTILITIES, INC OF LOUISIANA
WASTEWATER SERVICES RATES

DEPOSIT

minimum \$50.00 for residential, \$75.00 commercial

Residential – Maximum charge 2 ½ times monthly bill.

Commercial – Maximum charge 2 ½ times monthly bill.

VIOLATION RECONNECTION CHARGE

If a customer refuses to pay on sewer accounts, an elder valve will be installed to terminate service. The customer will be responsible for the costs of the elder valve, installation and a reconnect fee will be recovered at the time the customer's service is restored. UIL Consolidated may pass through to the customer the actual costs incurred for the installation of an Elder Valve **not to exceed \$1,650**. Furthermore, the Company will provide a detailed invoice, inclusive of all labor and materials, to the customer incurring the fee.

SYSTEM DEVELOPMENT CHARGES

Meter Size		SDC
5/8"	\$	2,586.27
3/4"	\$	3,879.40
1"	\$	6,465.67
1.5"	\$	12,931.34
2"	\$	20,690.15
2.5"	\$	41,380.30
3"	\$	41,380.30
4"	\$	64,656.71
6"	\$	129,313.42
8"	\$	362,077.59

LOUISIANA PUBLIC SERVICE COMMISSION

UTILITIES, INC. OF LOUISIANA

RULES, REGULATIONS, AND CONDITIONS FOR SERVICE - WATER

The supplying of water, including the extension of sewers and the making of connections thereto, by Utilities, Inc., of Louisiana, shall be subject to the following Rules, Regulations, and Conditions of Service, and its charges for and the cost of sewer service shall be at the rates specified in rate schedules filed from time to time by the Company with, and approved by, the Louisiana Public Service Commission. Every customer, upon signing an application for any service rendered by the Company, or upon the taking of sewer service, shall be bound by these Rules, Regulations, and Conditions of Service and such rate schedules. The Company reserves the right to prescribe, subject to the approval of the Louisiana Public Service Commission, such additional rules, or to alter and amend the following rules from time to time, as in its discretion it may deem necessary and proper. No representative, employee or agent of the Company has the right to alter or waive any of these Rules, Regulations, and Conditions of Service without the consent or approval of the Louisiana Public Service Commission or other regulatory body having jurisdiction thereof. No employee or agent of the Company shall have the right or authority to bind the Company by any promise, agreement or representation contrary to the letter or intent of these Rules, Regulations, and Conditions of Service.

DEFINITIONS

- A. "BOD5" (denoting Biochemical Oxygen Demand). BOD5 measurements are used as a measure of the organic strength of wastes in water. It is the quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20° C (68° F), expressed in milligrams per liter or parts per million.
- B. "Collection Sewer" means the sewer main and facilities located in the street, avenue, alley or dedicated easement adjacent to the property to be supplied with sewer service and serving such property and others in the immediate vicinity thereof.
- C. "Company" means Utilities, Inc. of Louisiana acting through its officers, managers or other duly authorized employees or agents.
- D. "Company Sewer Lateral" means that portion of the sewer system from the Collection Sewer to the property line.
- E. "Cooling Water" means the water discharged from any system of condensation, air conditioning, cooling, refrigeration or other, but which shall be free from odor and oil. It shall contain no polluting substances that would produce BOD5 or Suspended Solids each in excess of ten (10) milligrams per liter.
- F. "Customer" means the party contracting for sewer service.
- G. "Customer Sewer Lateral" means that portion of the sewer system extending from the property line to the Premises or property to be served.

- H. "Garbage" means every refuse accumulation of solid animal, fruit or vegetable matter that attends the preparation, use, cooking, dealing in or storing of food and from the handling, storage and sale of produce.
- I. "Overhead Plumbing" means any sanitary waste fixtures, including, but not limited to, those on the first floor, which are either at least three (3) feet above the rim elevation of the nearest sanitary sewer manhole or discharged into a gas-tight and vented sump from which the waste is lifted and discharged into the building gravity sewer lateral system by automatic pump equipment.
- J. "Owner(s)" means a person, firm, corporation or association having an ownership interest in any premises or property which is, or is about to be, supplied with sewer service by the Company.
- K. "Premises" includes:
- (1) A building under one roof owned or leased by one party and occupied as a residence, or for business, industrial, or commercial purposes; or
 - (2) A group or combination of buildings owned or leased by one party, occupied by one family, or one corporation or firm, or as a place of business, or for manufacturing or industrial purposes, or as a hospital or other public institution; or
 - (3) One side of a double house having a solid vertical partition wall; or
 - (4) A building owned or leased by one party containing more than one apartment and having one entrance and using one hall in common; or
 - (5) A building owned or leased by one party having a number of apartments, offices or lofts which are rented to tenants; or
 - (6) A public building such as a town hall, school house, or fire engine house; or
 - (7) A single lot, park, playground, or campsite; or
 - (8) Each house or building in a row having party walls, i.e., townhouses/condominiums.
- L. "Suspended Solids" means solids that either float on the surface of, or are in suspension in, water, sewage or other liquids and that are removable by laboratory filtering.
- M. "Tenant" means anyone occupying any premises or property under lease, oral or written, from the Owner and obtaining sewer service from the Company's mains.

APPLICATION FOR SERVICE

1. Applicants for the use of sewer may be required to make such application in writing, in person at the Company's office, or by electronic means by the prospective customer on forms supplied by the Company. The application for sewer service shall, in general, clearly outline the class, scope and type of use to be made of the service.
2. All applications will require the signature of the Owner or the Owner's duly authorized agent.

3. If, for the convenience of the applicant, an application is accepted orally, via telephone or otherwise, the taking of water service shall constitute a contract between the applicant and the Company, obligating the applicant as a customer to pay for, and the Company to furnish, service as specified herein and to comply with all applicable provisions of the Company's Rules, Regulations, and Conditions of Service. If the application is accepted orally, the customer shall, if requested by the Company, sign a written application. A telephone application for service will not be accepted from a third party who will not be the customer.
4. A new application shall be made and approved by the Company, upon any changes in use or occupancy of property or in the service as described in the application, and the Company shall be at liberty, upon five-day notice, to discontinue water supply until such application has been made and approved.
5. A new application must be made upon any change in tenancy where the Tenant has contracted for the sewer service or by the new Owner upon any change in ownership where the Owner has contracted for such service. Where more than one Tenant is served through a Customer Sewer Lateral connection, the application for the sewer service must be made by the Owner of the property.
6. When an application for sewer service is made, the Company reserves the right to require a deposit in cash commensurate with the probable size of the applicant's bill for the purpose of establishing or maintaining any Customer's credit.
7. No agreement for sewer service will be entered into by the Company with any applicant until all arrears and charges due by such applicant for sewer or water service of the same class supplied by the Company shall have been paid.

CUSTOMER'S LIABILITY FOR CHARGES

1. A customer who has applied for sewer service to a premises shall be held liable for all sewer service furnished to such premises until such time as the customer notifies the Company to discontinue the customer's service or until service for a new customer is established at the premises. A temporary discontinuance of water or sewer service for a period of less than six (6) months does not constitute a discontinuance of sewer service.
2. The Company shall have the right to bill for call-out service requested by the customer or service necessitated by the customer's negligence where work after regular business hours or overtime is involved at the applicable labor, vehicle and overhead rate. The charge for an after-hours service call shall reflect a minimum of two hours for the individual called out at the designated rate of pay. In no instance will the Company bill a customer for more than its actual cost to the Company of performing the call-out service in an efficient manner nor will this Rule supersede any fixed charges embodied in other Rules within these Rules, Regulations, and Conditions of Service.

CUSTOMER'S SEWER LATERAL CONNECTIONS

1. The Owner shall bear all costs and expenses incident to the installation and connection of the Customer Sewer Lateral. The Owner shall indemnify the Company for any loss or damage that may directly or indirectly be occasioned by the installation of the Customer Sewer Lateral.

2. A Customer Sewer Lateral connection shall not be used to supply more than a single Premises or property without the Company's consent. Old Customer Sewer Laterals may be used in connection with new buildings only when they are found, on examination and testing by the Company, to meet all requirements of this Section.
3. The Company will provide sewer service wherever a Collection Sewer is adjacent to the Premises or property to be served.
4. The Owner/Customer is responsible for all leaks, breaks, blockages, and repairs in the Customer Sewer Lateral. If leaks in the Customer Sewer Lateral are not repaired within a reasonable time, the Owner/Customer will be in violation of these Rules, Regulations, and Conditions of Service and subject to the penalties thereby imposed, including discontinuance of water and sewer service.
5. The Customer Sewer Lateral connections shall be installed in accordance with the Company's specifications, maintained and renewed by the Customer. Whenever the excavation for a Customer Sewer Lateral is made in unstable ground, the material for such connection (lateral and backfill) shall be as approved by the Company.
6. In laying or installing the Customer Sewer Lateral, the following specifications must be observed by the applicant:
 - a. All joints and connections shall be gas-tight and water-tight.
 - b. The diameter of such Customer Sewer Lateral shall be not less than four inches (4").
 - c. The slope of the Customer Sewer Lateral service shall be not less than the level stated in the Louisiana Plumbing Code.
 - d. The depth of such Customer Sewer Lateral shall be sufficient to afford protection against breakage or damage from heavy vehicles moving on the surface of the ground over or adjacent to such connection and to afford protection against frost.
 - e. The Customer Sewer Lateral shall be laid at uniform grade and in straight alignment insofar as possible, and any changes in direction shall be made only with properly curved pipe and fittings, or as in accordance with the Louisiana Plumbing Code.
 - f. The Customer Sewer Lateral shall be laid so as to permit gravity flow of sewage to the Company Sewer Lateral.
 - g. All excavations for the installation of a Customer Sewer Lateral shall be open trench work in accordance with ASTM Specification (C-12-19), unless otherwise approved by the Company, and no backfill shall be replaced until the sewer pipes laid therein have been inspected and approved by a duly authorized agent or employee of the Company.
 - h. It shall be a violation of these Rules, Regulations, and Conditions of Service for any plumber, drainlayer, contractor or any other person constructing a Customer Sewer Lateral connection to leave such connection open, unsealed or incomplete in such manner that will permit storm or surface water to enter into any Collection Sewer. All such openings shall be tightly sealed at all points whenever work is not actually in progress on such Customer Sewer Lateral connection.
 - i. The Customer Sewer Lateral must be located at least ten (10) feet horizontal from any water pipe.
 - j. All excavations for Customer Sewer Lateral installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Company.

- k. All new buildings in the service area with basements, floors, rooms or occupancy area below an elevation of three (3) feet above the highest manhole serving the Premises shall have Overhead Plumbing, or such plumbing as is otherwise approved by the Company.
7. Other specifications may be required for customers serving more than 10 occupants. The size and kind of sewer pipe, slope, and other specifications shall be approved by the Company at the time the application for connection is made.
8. The Company will not permit any connection to be made to a Collection Sewer unless the applicant has complied with the terms and provisions of the applicable Rules contained in this Section.
9. The Company will maintain the Collection Sewer and the Company Sewer Lateral connection.

RULES GOVERNING SEWER SERVICE

1. No Customer, Owner, or Tenant of Premises receiving sewer service shall discharge, cause to be discharged, allow to be discharged or permit to be discharged any storm water, surface water, roof run-off, surface drainage, groundwater drainage, footing drainage, window well drainage, driveway drainage, garage floor drainage, patio drainage, downspout drainage, crawl space drainage, non-sanitary basement floor drainage, non-sanitary sump pump drainage, cooling water, unapproved industrial process water, or any other non-sanitary sewage drainage into the Collection Sewer or into the Customer Sewer Lateral so as to reach said Collection Sewer. No Customer, Owner, or Tenant of Premises receiving sewer service shall connect, cause to be connected, allow to be connected or remain connected or permit to be connected or remain connected, any sump pump or other pumping device for draining window wells, footings, patios, garages, driveways, downspouts, crawl spaces or other non-sanitary drainage areas, or any footing, window well, driveway, patio, garage, downspout or other non-sanitary sewage drain to the Collection Sewer or to any building sewer service line which connects to said Collection Sewer.
2. Except with written permission from the Company, neither the applicant nor any Tenant of the Premises shall discharge or cause to be discharged into the Customer Sewer Lateral connection or into the Collection Sewer any of the following described waters or wastes:
 - a. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150o F).
 - b. Any water or waste that may contain more than one hundred (100) parts per million by weight of fat, oil or grease.
 - c. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 - d. Any Garbage that has not been properly shredded through a disposal unit or other shredding device, with no particle greater than one-half (1/2) inch in any dimension.
 - e. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, wood or any other solid or viscous substance capable of causing obstruction to the sewers, mains or outlets or interference with the proper operation of said sewer system.
 - f. Any water or waste having a toxic or poisonous substance in sufficient quantity so as to constitute a hazard to humans or animals.
 - g. Any noxious or malodorous gas or substance capable of creating a public nuisance.
 - h. Any water or wastes containing in excess of two (2) milligrams per liter of cyanides as CN.

- i. Any water or wastes that contain phenols in excess of five tenths (0.50) milligrams per liter.
- j. Any water or waste containing more than two hundred fifty (250) parts per million by weight of Suspended Solids.
- k. Any water or waste containing more than two hundred (200) parts per million by weight of BOD₅.
- l. Any water or waste having a pH less than five (5.0) or greater than nine (9.0), or having any other corrosive property capable of causing damage or hazard to structures, pipes, equipment and personnel of the sewer system. The term "pH" as used in this subparagraph shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- m. Grease and oil traps shall be provided when they are necessary for the proper handling of liquid wastes containing grease or oil in excessive amounts or when required by the Louisiana Plumbing Code. Prior to the installation of any traps, plans shall be submitted to the Company for approval. All traps and drains shall be located so as to be readily and easily accessible for cleaning and inspection. Where installed, all grease and oil traps shall be maintained by the Owner, at the Owner's expense, in continuously efficient operation at all times.
- n. The basic standard for all measurements, tests and analyses of the characteristics of waters and wastes to which reference is made herein shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," as prepared and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation, or some other method mutually agreed upon and approved by the State Sanitary Water Board or the Environmental Protection Agency.

Samples for analyses shall be (1) a grab sample, (2) a composite sample consisting of three (3) grab samples collected at appropriate intervals, or (3) a twenty-four-hour (24-hour) composite sample collected and proportioned according to time and flow. One or more of the above samples, as determined by the Company to be representative, shall be collected for analyses.

- o. Neither the applicant nor any Tenant of the Premises or property shall discharge, or cause to be discharged, into the Customer Sewer Lateral or into the Collection Sewer any "industrial wastes" consisting of solids, liquids or gaseous wastes resulting from any industrial or manufacturing operation or process, or from the development of any natural resource, without first obtaining written permission for such discharge from the Company, and from any regulatory authority or governmental unit having jurisdiction over such a discharge of wastes.
- p. Where necessary in the Company's opinion, the Owner shall provide, at the Owner's expense, such preliminary treatment as may be necessary to (1) reduce the concentration of BOD₅ to two hundred (200) parts per million (daily average) and the Suspended Solids to two hundred fifty (250) parts per million (daily average), (2) reduce objectional characteristics or constituents to within the maximum limits provided for in these Rules, Regulations, and Conditions of Service and/or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications and any other pertinent information relating to proposed preliminary sewer treatment facilities and the operational records thereof shall be submitted for the approval of the Company and the appropriate agency of the State of Illinois, and no construction of such facilities shall commence until said approvals are obtained in writing.

Where preliminary sewer treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at the Owner's expense and within the limitations set forth by these Rules, Regulations, and Conditions of Service. Copies of all operational records shall be filed with the Company.

- q. Either the applicant or any Tenant of Premises or properties served by a Customer Sewer Lateral carrying industrial or commercial wastes and discharging the same into a Collection Sewer shall install a suitable control manhole in the Customer Sewer Lateral to facilitate observation, sampling and measuring of such wastes. The Company may also require the installation of automatic sampling and flow measuring devices when deemed necessary to obtain representative samples. Such required manhole and sampling device shall be publicly accessible and safely located, constructed in accordance with plans approved by the Company and installed and maintained at the expense of the applicant or Tenant of Premises or property to whom sewer service is supplied.
- r. Water pressure ejectors or siphons or Overhead Plumbing sewer installations shall not be installed for the discharging of the sewage or waste unless adequately protected against back siphonage.

SEWER SERVICE GENERAL CONDITIONS

1. Sewer service will not be furnished where the Customer Sewer Lateral is broken, obstructed, inferior, defective, leaky or imperfect so that sewage or drainage escapes into surrounding soil or into adjacent Premises or ground or surface water or other matter enters the sewer. When such conditions are discovered, the Company reserves the right to discontinue sewer service unless immediate repairs or replacements are made. Such replacements or repairs shall be made by, and at the expense of, the applicant.
2. Title to the Collection Sewers and the Company Sewer Laterals from the Collection Sewers to the property line is vested in the Company and it shall at all times remain the Company's sole property and shall not be trespassed upon or interfered with in any way.
3. Where two or more Customers are supplied through a single Customer Sewer Lateral, any violation of the Rules, Regulations, and Conditions of Service of the Company by either or any of such Customers shall be considered as a violation by all and the Company may take such action as may be taken for a single Customer committing the violation; provided that any notice of such action which is required for a single Customer shall be given to each Customer affected.
4. The Customer shall provide the Company's employees free and reasonable access to the Premises or property served for purposes including, but not limited to, inspection of drains, sump pump discharges, down spouts, footing and basement drainage, and surface draining, and the performance of non-destructive tests (for example, smoking, dye testing, etc.) to determine compliance with this Section and the Rules Governing Sewer Service. All employees of the Company whose duty compels them to enter the Customer's Premises, or property shall, upon request, show their credentials or other evidence of authority.

DISCONTINUANCE OF SEWER SERVICE

1. Water and/or sewer service rendered under any application, contract or agreement may be discontinued by the Company five (5) days after delivery or eight (8) days after the mailing (whichever is earlier) of written notice for any of the following reasons:

Effective Date: _____
Authority: _____

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- a. For failure to protect and maintain the Customer Sewer Lateral or other fixtures on the Customer's property in a condition satisfactory to the Company, and consistent with these Rules, Regulations and Conditions of Service and the provisions of the Louisiana Plumbing Code.
 - b. For molesting or tampering by Customer or others with the Customer's knowledge with the Company Sewer Laterals, manholes or connections.
 - c. For violation of the Rules Governing Sewer Service or any of these Rules, Regulations and Conditions of Service.
 - d. For failure to provide the Company's employees free and reasonable access to the Premises or property served, or for obstructing the way of ingress to Customer or Company Sewer Laterals, fixtures, or other appliances.
 - e. For failure of a Customer to establish credit, or to adjust his cash deposit, or for nonpayment of a delinquent sewer bill owed to the Company for sewer service furnished to the Customer for the same class of sewer service at the same or another location.
 - f. In case of vacancy of the Premises by the Customer when no one has assumed responsibility for payment of the bill for sewer service to the Premises.
 - g. For material misrepresentation in an application as to the Premises or property to be supplied or type of sewer service to be supplied or failure to report a change in the type of sewer service.
 - h. When continuation of sewer service to the Customer creates conditions that jeopardize the integrity of the sewer service provided to other Customers.
2. The Company may discontinue water or sewer service immediately upon oral or written notice to a Customer if the rendering of further sewer service to that Customer would endanger the health and safety of the Customer or other parties or if civil authorities request the Company to discontinue sewer service.
 3. The Company reserves the right, at any time, to temporarily discontinue sewer service for the purpose of making repairs or extensions. The Company will attempt to give reasonable notice, to the extent practicable, to all Owners to be affected by the discontinuance, provided, however, that the Company is not required to give notice of discontinuance.
 4. Owners or Customers requesting temporary discontinuance of sewer service for repairs within their property will be charged a sum equal to the costs to the Company for disconnecting and restoring sewer service.
 5. Discontinuance of the water or sewer service to a Premises or property under the provisions of this Rule shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due.
 6. Restoration of service or reconnection of a Customer Sewer Lateral connection will be made at the Company's discretion after the Customer has:
 - a. paid all unpaid bills for sewer service;
 - b. made a deposit to ensure future payment of bills;
 - c. reimbursed the Company for any labor, material and associated restoration costs involved in disconnecting and reconnecting service; and
 - d. corrected any condition found in violation of any applicable provision of these Rules, Regulations, and Conditions of Service.

LIABILITY OF THE COMPANY

The Company shall not be liable for damages of any kind or character for any deficiency or failure of sewer service, for the blockage or breaking or sewer overload of any Collection Sewer, wherever located, for any deficiency in any Company or Customer Sewer Lateral, attachment or fixtures to any Collection Sewer, or any other facility used by the Company, or for any other interruption of sewer service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Company. The Company shall not be liable for any damage to any property caused by any of the foregoing reasons or for any other cause beyond the reasonable control of the Company.

BILLINGS AND PAYMENTS

1. Upon the authority of the Louisiana Public Service Commission, the Company shall have the right to send bills monthly, bi-monthly, or quarterly.
2. Bills are due 20 days after their issue date. If a customer's bill has not been paid after 20 days from the billing date, the Company will issue a notice of its intent to disconnect service for nonpayment in 5 days with the application of a late payment charge. Water service will subsequently be disconnected after the passage of at least 5 days. To restore service a customer may be required to pay a re-connection fee, any amount still owed for a previous billing, and any applied delinquency penalty. If a customer fails to pay the delinquent penalty assessment, the Company will send a notice that service will be disconnected in 90 days for non-payment. In the case of a wastewater company, if payment is not made, the wastewater company may make an agreement with the water company to turn off water service for non-payment of the wastewater bills. If this arrangement is made, all conditions must be on file with the Louisiana Public Service Commission. *General Orders dated 9/10/1957, 11/16/1972, 2/20/1973 and 7/12/76*

DELINQUENT PENALTY

1. All customer payments received 20 days after the date of billing may be assessed a 5% penalty.

CUSTOMER DEPOSITS

The Company shall have the right in accordance with the rules and regulations of the Louisiana Public Service Commission to require the customer to make a reasonable deposit in advance to secure the prompt payment of bills.