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SERVICE RULES AND REGULATIONS

1. <u>DEFINITIONS</u>:

An "Applicant" is a person, firm, corporation, association, governmental body, or other entity which has applied for service; two of more Applicants may jointly make one application under the Service Extension Policy.

"B.O.D." denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.

"C.O.D." denotes Chemical Oxygen Demand. It is the quantity of oxygen utilized in the chemical oxidation of waste matter under standard laboratory conditions, expressed in milligrams per liter.

A "Collecting Sewer" is a pipeline, including force pipelines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service Wyes, Saddles and Physical Disconnects, which are owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's Service Connection to the point of disposal.

"Commercial Service" is non-Residential, non-industrial business enterprise including, without limitation, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches, shopping centers, and public facilities.

The "Commission" means the Mississippi Public Service Commission.

The "Company" means Great River Utility Operating Company, LLC.

A "Customer" means a person, firm, corporation, association, municipality, the State of Mississippi, the United States, any federal or state department, subdivision or agency, and any institution or establishment whatsoever taking service from the Company.

"Discontinuance of Service" is the intentional cessation of the use of sewer service by the Company not requested by the Customer. Such Discontinuance of Service may be accomplished by methods including, but not limited to: (1) physical disconnection of the Service Sewer; (2) turn-off of water service by the water utility at the request of the Company; or (3) through a Physical Disconnect device.

"Domestic Sewage" is sewage, excluding storm and surface water, resulting from normal household activities; and, "Non-Domestic Sewage" is all sewage other than Domestic Sewage including, but not limited to, commercial or industrial wastes. See the provision on Improper or Excess Use.

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"Foundation Drain" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.

A "Grinder Pump" is a wastewater conveyance device, owned, maintained, repaired and replaced by the Company, in which waste from water-using household appliances flows into the Customer's holding Tank, then through the Grinder Pump, where it is ground into a fine slurry, then pumped into the central sewer system.

A "Month" means an interval of approximately thirty (30) calendar days between successive billing dates, except when the calendar month is specified.

"pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7.0 being neutral, below 7.0 being acidic, and above 7.0 being alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.

"Physical Disconnect" is a valve, such as an Elder Valve® used to disconnect the Customer's Service Sewer from the Company's Connecting Sewer.

"Repairable Parts" are, in the context of a Pressure Collecting Sewers, any pump motor and effluent pump, whether assembled as a unit or as separate components; also a heater, alarm system and check valve components, if installed. This does not include the Tank and gravity Service Sewer piping from the dwelling structure; or pressure Service Sewer piping to the Company's Collecting Sewer. These "Repairable Parts" are furnished by the Company to the Customer at actual cost, and owned by the Customer, but the Company is responsible for the labor for repair or replacement as needed for normal operations.

"Residential Service" is service provided to residences consisting of one or more rooms, with space for eating, living, sleeping and permanent provision for cooking and sanitation.

A "Returned Check" is a check that is returned to the Company from any bank unpaid for any reason.

A "Saddle" is a fitting that connects the Customer's Service Sewer to the Collecting Sewer. The Saddle clamps around the Collecting Sewer pipeline into which pipeline is cut, and the Service Sewer is connected to the Saddle thereby connecting to the Collecting Sewer. The installation of a Saddle shall be in conjunction with a Physical Disconnect.

A "Service Connection" is the connection of a Service Sewer to the Company's Collecting Sewer either at the bell of a Wye branch or the bell of a Saddle place on the barrel of the Collecting Sewer. The installation of a Service Connection shall include the installation of a Physical Disconnect.

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A "Service Sewer" or "Customer's Service Sewer" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct sewage from the Customer's premises to the Collecting Sewer, excluding service Wyes or Saddles. The Service Sewer is constructed, maintained, and, except for any Grinder Pump, owned by the Customer. The Service Sewer shall include the installation of a Physical Disconnect.

A "Subdivision" is any land in the State of Mississippi which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.

A "Tank" is a watertight vessel, owned and maintained by the Customer, which holds wastewater from the Customer's premises, and in which is installed the Grinder Pump, and includes associated electrical connections. Customer shall be responsible for the construction, replacement and maintenance of the Tank, including any cost associated with pumping sludge out of the Tank.

A "Tee" is a three-way, one-piece, pipe fitting in the shape of the letter "T" that is part of the "Collecting Sewer" pipeline and to which the Customer's Service Sewer is connected. The installation of a Tee shall include the installation of a Physical Disconnect.

A "Termination of Service" is, contrary to Discontinuance of Service, cessation of service requested by the Customer. Such Termination of Service shall be accomplished by a method verified and recognized by the Company, and may include physical disconnection of the Service Sewer, termination or disconnection of water service by the water utility, or the Company's observation of non-occupation of the Unit served.

The word "Unit" shall be used herein to define the premises or property of a single wastewater consumer, whether or not that consumer is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, Residential or Commercial, or owned or leased. Each mobile home in a mobile home park and each rental Unit of a multi-tenant rental property shall be considered as separate units for each single family or firm occupying same as a residence or place of business.

A "Wye" or "Wye Branch" or "Y" or "Y Branch" is a three-way, one-piece, pipe fitting in the shape of the letter "Y" that is a part of the Collecting Sewer pipeline, and to which the Customer's Service Sewer is connected. The installation of a Wye shall include the installation of a Physical Disconnect.

2. <u>GENERAL RULES & REGULATIONS</u>

A. The Company's Rules and Regulations governing public utility service are set forth in these numbered sheets. The rates applicable to appropriate sewer service or service in particular service areas are set forth in rate schedules and constitute a part of these Rules and Regulations. Following written notice to the customer, the Company may change a

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customer's applicable rate tier in the event there is change in service that disqualifies the customer from its current rate tier and makes the customer eligible for a different rate tier.

- B. The Company reserves the right, subject to approval of the Commission, to prescribe additional Rates, Rules, or Regulations or to alter existing Rates, Rules or Regulations as it may from time to time deem necessary and proper.
- C. After the effective date of these Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rules and Regulations, as well as the statutes of the State of Mississippi and the Rules and Regulations of the Commission. Pre-existing facilities that do not comply with applicable rules and regulations may remain, provided that their existence does not constitute a service problem or improper use, and reconstruction is not practical.

3. COMPANY EMPLOYEES AND CUSTOMER REGULATIONS

- A. Employees or agents of the Company are expressly forbidden to demand or accept in person any compensation for any services rendered to its Customers, except as provided in the Company's Service Rules and Regulations.
- B. No employees or agents of the Company shall have the right or authority to bind the Company by any promise, agreement or representation except as permitted in the terms, conditions and rates of these Service Rules and Regulations.

4. <u>APPLICATION FOR SERVICE</u>

A. Service rendered by Company shall be subject to the provisions of this Tariff and the lawfully applicable rate schedules on file with the Commission, and the supply and taking of such service shall, for the purposes of this Tariff, constitute an Application for Service if no written agreement for service or application for service has been executed. Applicants for sewer service may be required to make such application in writing via the Company's website <u>www.centralstateswaterresources.com/great-river/</u> (or through other means acceptable to the Company in its sole discretion) on forms supplied by the Company and shall state fully and truthfully the uses to which the sewer service is to be supplied. When such form is signed by the Customer and accepted in writing by Company, it becomes binding and is termed an agreement for service. Should such agreement be lost or destroyed, the form shall be presumed conclusively to be standard. If an application for service is not signed by Customer, the rendering of service by Company and the accepting of such service by Customer shall impose the same obligation on each as if it had been executed.

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- B. A prospective Customer shall, upon request of the Company, present in writing to the Company a list of devices that will discharge to the Collecting Sewers, the amount and specifications of any discharge, and the location of any buildings.
- C. If service is requested at a point not already served by a Collecting Sewer of adequate capacity, or existing treatment does not exist to provide service, a Collecting Sewer of adequate size shall be extended, or additional treatment capacity added, as may be necessary in accordance with the Company's Service Extension Policy. When, in order to provide the service requested a Collecting Sewer extension or other construction or equipment expense is required, the Company may require a written contract. Said contract may include, but not be limited to, the obligations upon the Company and the Applicant, and shall specify a reasonable period of time necessary to provide such service.
- D. 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 written notice, to discontinue sewer service until such application has been made and approved. When Customer changes addresses, Customer shall give reasonable notice to Company prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been received and Company has had a reasonable time, but not less than three (3) days, to discontinue service.
- E. When sewer charges are based on water usage, the Company reserves the right to refuse sewer service to any Applicant unless said Applicant agrees to install a water meter accessible to the Company or allows the Company to access the water meter for meter reading purposes, so that there will be a basis for sewer charges.
- F. The Company will determine or approve the location of the Service Connection. Service Sewers will not be extended along public streets or roadways or through property of others in connecting with Collecting Sewers. If a Service Connection is requested at a point not already served by a Collecting Sewer of adequate capacity, the Collecting Sewer shall be extended in accordance with the Service Extension Policy, unless in the Company's judgment, such a Collecting Sewer would serve no other purpose and a Service Sewer may be constructed to serve the Customer's premises in a reasonable manner.
- G. A new Service Connection shall be authorized when all conditions regarding application, construction and inspection have been met and any associated charges paid by the Customer.
- H. <u>Deposit</u>: The Company may require from any Customer or prospective Customer a cash deposit to guarantee the payment of any bills due or which may become due from such Customer and safe return of all property belonging to the Company installed at the Customer's premises or elsewhere. Such required deposit shall not exceed an amount

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equivalent to a single estimated average bill in the case of Residential Customers and two (2) estimated maximum bills for any other Customers. Residential Customers may negotiate monthly installments for initial service deposits in excess of One Hundred Dollars (\$100.00) provided that the entire amount of the deposit is paid within sixty (60) days.

- I. Upon request, the Company shall refund the cash deposit collected from a Residential Customer or waive any requirement of cash deposit from a Residential Customer or waive any requirement of cash deposit from a Residential Customer when such person meets the following specific criteria: (i) presents satisfactory proof that his or her age is sixty (60) years or more. A birth certificate or a current government-issued identification card shall be considered satisfactory proof of age; (ii) indicates that he or she is a primary user of the utility service and subscribed for such service in his or her own name; (iii) affirms responsibility for the payment of bills for the utility; and (iv) has demonstrated a reasonable payment pattern by having had no balance carried forward from one month's bill to the next during the prior twelve-month period. In the event that such deposit has been refunded or waived and the Customer's payment pattern changes from the foregoing to one of greater frequency of past due bills or bills with prior balances, Customers will be required to restore the deposit so refunded or waived plus any additional amount required to guaranteed payment up to the limits set forth herein.
- J. Interest on Deposits: Cash deposits made by customers which are held by the Company for one (1) year or more, shall earn simple interest that is no less than the twelve-month average of the 10-year Treasury Note Yield as published by the Federal Reserve System, but not to exceed the general interest rate established by Mississippi Code Ann. §75-17-1(1). The applicable interest rate will be determined and posted on the Commission's website on or before December 15 of each calendar year and will be effective for the prospective year. All accrued interest held by the Company shall be paid in cash or credited to the Customer's account on or before July 1st of each successive third year during which service is connected. The principal sum of the cash deposit and any unpaid interest shall be applied to the Customer's final bill, and any excess amount shall be paid to the Customer in cash. Cash deposits held for less than one full year shall earn no interest
- K. <u>Refusal to Serve</u>: Company may decline to provide service to a Customer for any of the following reasons: (i) failure to comply with any of the rules and regulations of the Company; (ii) lack of adequate facilities to render the service requested or the requested service is likely to unfavorably affect the service to other Customers; (iii) the Applicant is indebted to the Company for the same kind of service, provided, however, that in the event that the indebtedness is in dispute, the Applicant shall comply with the deposit requirement, and, in addition thereto, make a special deposit in the amount equal to the lesser amount of the net balance in dispute or \$500 (if a Residential Customer) or 50% of the net balance, if any,

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of such special deposit due the Applicant shall be promptly repaid including interest as provided by Commission Rule.

- L. In any case of a dispute concerning refusal of service, Customer may submit a complaint with the Commission pursuant to the Commission's Rules.
- M. The following shall not constitute sufficient cause for refusal of service to a present or prospective Customer: (i) delinquency in payment for service by a previous occupant (not of the same household as the present Applicant) of the premises to be served; or (ii) failure to pay for merchandise purchased from the Company.
- N. Residential Customers may request a written explanation of the Company's decision to refuse service. The explanation shall include the reason service is being declined and what actions the Customer must take in order to receive service. The Applicant shall provide the Company with a valid mailing or email address where the response can be mailed or delivered via email. The Company shall provide and make available to their Applicants at all offices and on the Company's website appropriate forms for use by the Customer to request an explanation of the Company's decision to decline service. The Company shall mail or deliver via email the written explanation within seven (7) calendar days after receipt of the written request by mailing U.S. Mail, postage prepaid, or via email, to the known address of the potential ratepayers.

5. <u>IMPROPER OR EXCESS USE</u>

- A. The following requirements for the use of sewer service provided by the Company shall be observed. Violation of the requirements may result in the Discontinuance of Service to the Customer, and the Customer may be required to comply with Paragraph B, below.
- B. In the event that the Customer to be served proposes to discharge an abnormally high volume or strength of waste, the Company may require:
 - 1. The Customer to install a pretreatment facility, grease trap or other device on the premises to prevent the exceeding of discharge limits or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer, and subject to approval and inspection by the Company; or
 - 2. The Customer to enter into a special contract with the Company for treatment of the Customer's discharge that could require an enlargement of the Company's existing sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities. This special contract shall be approved by the Commission with a rate applicable to the Customer to be included that is fair and reasonable to both parties and

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so as not to constitute a burden upon the Company or the existing Customers of the Company.

- C. No Customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage or cooling water into the Collecting Sewers.
- D. Except as may be provided in Paragraph B.2., above, the Customer shall, at their own expense, be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the Collecting Sewer:
 - 1. Maximum temperature of 150 degrees Fahrenheit; and
 - 2. Maximum strength of four hundred (400) parts per million Biological Oxygen Demand (B.O.D.); and
 - 3. A maximum of one hundred (100) parts per million, by weight, any fat, oil or grease; and
 - 4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils; and
 - 5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas; and
 - 6. No garbage that has not been properly shredded; and
 - 7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system; and
 - 8. No wastewater having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company; and
 - 9. No wastewater containing heavy metals, toxic material, or Chemical Oxygen Demand (C.O.D.) in sufficient quantity to disrupt the operation of treatment facilities or exceeding any limits which may be specified in a service contract for any such substance.
- E. Customers will not be permitted to supply sewer in any way to premises other than the service address.

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F. No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by Customers discharging non-Domestic Sewage except upon written notice to and with the written consent of the Company.

6. INSIDE PIPING AND SERVICE CONNECTION

- A. The Customer is obligated, except for any Grinder Pump, to construct, repair and maintain the Service Sewer to the building and make the connection to the Collecting Sewer. The Customer shall notify the Company prior to cleaning or repairing the Service Sewer.
- B. The connection of the Customer's Service Sewer to the Company's Collecting Sewer may be done, at the Customer's option, by either a licensed plumber or by the Company. In the event that the connection is made by a licensed plumber, then the Customer shall pay the Company an Inspection Fee as provided herein. In the event that the connection is made by the Company, then the Customer shall pay the Company a Connection (tap) Fee.
- C. When a Service Sewer is to be connected to the Collecting Sewer by a licensed plumber, then the plumber shall advise the Company three (3) business days in advance of when the connection is expected to be made so a representative of the Company can inspect the installation and connection. No backfill shall be placed until the work has been inspected by the Company. In the event the Customer or the Customer's agent shall damage a Wye branch or Saddle, or cause damage to the Collecting Sewer, then the Customer shall be responsible for the cost to repair any such damage, including replacement or pipe or appurtenances as necessary.
- D. Plumbing specifications of all governmental agencies having jurisdiction, and the Company's Rules, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where Foundation Drains, downspouts, or other sources or surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer. The Company reserves the right to discontinue serving any Customer, or not to commence serving any Customer whose plumbing does not conform to all regulations of any proper authority governing same.
- E. A separate and independent Service Sewer shall be required for every Unit.
- F. The Service Sewer shall be of suitable material approved by the Company. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the Service Sewer that is located within ten feet (10') of a water main or a water service pipe shall be encased in ductile iron or PVC pressure pipe. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate.

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- G. The size and slope of the Service Sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four inches (4"). The slope of such four-inch (4") pipe shall not be less than one-eight inch (1/8") per foot.
- H. Whenever possible, the Service Sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three feet (3') of any bearing wall. The depth shall be sufficient to afford protection from frost. The Service Sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.
- I. Existing Service Sewers may be used in connection with new buildings only when they are found on examination and tested and certified by a plumber at the Customer's expense to meet all requirements of the Company.
- J. In any building in which a building drain is too low to permit the required slope of the Service Sewer, sanitary sewage carried by such drain shall be, at the Customer's expense, lifted by approved artificial means and discharged to the Service Sewer. No water operated sewage ejector shall be permitted.
- K. All excavations required for the installation of a Service Sewer and connection to the Collecting Sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, and all applicable local plumbing codes.
- L. The connection of the Service Sewer to the Collecting Sewer shall be made at the Wye branch, if such branch is available at a suitable location, and shall include a Physical Disconnect. If the Collecting Sewer is vitrified clay pipe of twelve-inch (12") diameter or less and there is no properly located Wye branch at a suitable location, a Wye branch shall be installed at a location specified by the Company. If the Collecting Sewer is greater than twelve inches (12") in diameter, or is PVC or any size, a neat hole may be cut at a location specified by the Company, and a Saddle installed to which the Service Sewer will be connected. The invert of the Service Sewer at the point of connection shall be at the centerline or higher elevation of the Collecting Sewer. The connection shall be secure and watertight.
- M. Any change in the location of an existing Service Connection and/or Service Sewer requested by the Customer shall be made at the Customer's expense.
- N. Company personnel may not work on piping or facilities not owned by the Company unless authorized in writing by the Customer.

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- O. The Company shall in no event be responsible for maintaining the lines and fixtures on Customer's property or for damage done by wastewater escaping therefrom.
- P. The Customer shall not use the service furnished in any manner that interferes with the rendering of proper service to other Customers of the Company.
- Q. The Company will notify Customers of any interruption in service whenever possible. Customer, however, shall be responsible for protecting against damage of any kind to any of their plumbing, equipment, facilities, machinery, boilers, etc., that might arise out of the sudden interruption of service for any reason. Except as provided in Section 9 herein, the Company will not be liable for damage because of discontinuance or failure to give notice thereof.

7. <u>PRESSURE COLLECTING SEWERS</u>

- A. This rule applies to Customers on a pressurized collection system and is not applicable to Customers on a gravity collection system. Other Rules elsewhere herein not applicable specifically to gravity Collecting Sewers or gravity Service Sewers also apply, in addition to this Rule.
- B. Any Customer proposed to be discharging less than 1,200 gallons per day Domestic Sewage, to be connected to a pressure Collecting Sewer, shall install at his own expense within the lot, one pump unit of suitable capacity. All components utilized in a pump unit must be either purchased from the Company or meet its specifications which shall be on file at the Company's office and approved by the Company prior to installation. Installation costs of the pump unit, electrical wiring and components and Service Sewers between the dwelling and the pump unit and Company's Collecting Sewers shall be the responsibility of the Customer. Electricity costs for pump operation shall be the responsibility of the Customer. Customers discharging greater than 1,200 gallons per day, upon applying for service with the Company, must enter into an agreement with the Company with regard to operation of a pump unit that is of suitable capacity for the Customer and that will be compatible with the Company's operation of its pressure Collecting Sewer system.
- C. Any pump unit of aerator in existence and serving more than one premises prior to June 15, 1985, shall be permitted to remain in service as a multiple Customer Service Sewer until such time as the existing unit fails or one homeowner sells a home at which time a new unit will be installed and each home will require its own unit. The Customers served by any such pump unit or aerator converted to a pump unit, shall be jointly responsible for the Customer obligations as provided for in these Rules and Regulations.

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- D. Installation costs associated with a pump not provided by the Company will be the responsibility of the Customer for all labor, maintenance, and parts. Installation and repair of the Customer-owned pump will be subject to Company's inspection and approval.
- E. The Company will locate the point to which the Service Connection to the pressure Collecting Sewer will be made, and the Customer shall furnish materials for the connection. All taps to the pressure Collecting Sewer shall be done by the Customer. One connection shall not service more than one property. The Customer shall also install a check valve near the Service Connection.
- F. A stop cock shall be placed on the Service Sewer near the Service Connection. Said stop cock shall include a provision for locking. The stop cock will be furnished, owned and maintained by the Company.
- G. In addition to other methods outlined within these Rules for Discontinuance of Service, sewer service may be disconnected by the Company by locking the stop cock in the closed position. Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of resuming service, in accordance with these Rules.
- H. The gravity Service Sewer from the building to the pump unit as well as the pressure Service Sewer to the Collecting Sewer shall be owned and maintained by the Customer.
- I. While responsibility for ownership, maintenance and replacement of the Grinder Pump shall be borne by the Company, the cost of ownership, maintenance and replacement of the Tank and the Service Sewer shall be the sole responsibility of the Customer. That said, however, if it is determined that a Grinder Pump has failed as a result of the Customer's failure to properly maintain the Tank, including the need to regularly pump sludge from the Tank, then the Company shall be alleviated from its responsibility to replace the Grinder Pump. In that situation, the Customer shall bear the cost of replacing the Grinder Pump. The owner of the premises wherein pump units are in operation shall be responsible for the care and safekeeping of the pump unit including due to damage caused by the pump unit.
- J. The Company shall perform one preventive maintenance call per year on each pump unit in service provided by the Company at no cost to the Customer. Normally, this service call will be made in the fall season. Preventive maintenance shall consist of the following work:
 - 1. Run controls, including alarm system, through one complete cycle, and
 - 2. Inspect the check valves for proper operation, Clear or replace as necessary, and

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- 3. Check heater for operation, and
- 4. Check, and if necessary, remove solid waste from Tank.
- K. The Company shall be responsible for maintenance and replacement of the Repairable Parts and shall perform emergency repairs on said parts. The Company will furnish the Repairable Parts and shall bill the Customer the actual cost of the Repairable Parts. At the Company's option, an emergency service call may constitute a preventive maintenance call, if a reasonable amount of time has elapsed since the last preventive maintenance call, and if all other maintenance checks are performed.
- L. Repairable Parts shall be provided at no extra charge to the Customer for replacement of defective parts under warranty. The Company, however, shall not be liable for parts or labor necessary due to damage caused by misuse of the pump unit.
- M. Miscellaneous supplies, such as riser sections, sealants, and screens, shall be provided by the Company at no cost to the Customer.
- N. The Company shall not be liable for parts or labor necessary due to damage caused by misuse of the pump unit.
- O. The Company shall keep parts, repair kits, and a supply of check valves on hand for each brand or type of pump unit supplied by the Company.
- P. The Company shall present to the Customer, at the time of Application for service, information regarding what services are available from the Company, and what will be provided free of charge.

8. <u>DISCONTINUANCE OF SERVICE</u>

- A. Discontinuance of Service may be accomplished, but not limited to, physical disconnection of the Customer's Service Sewer from the Company's Collecting Sewer. Discontinuance of Service for non-payment of a sewer bill may be accomplished: (1) by physical disconnection of the Service Sewer from the Collecting Sewer; (2) by utilization of Physical Disconnect; or (3) where an arrangement is in effect between the Company and the Customer's water utility, through discontinuance of water service by the Customer's water utility at the request of the Company.
- B. <u>Reasons</u>: Service under any application may be discontinued for any of the following reasons:
 - 1. Non-payment of a delinquent account not in dispute;
 - 2. Unauthorized resale of sewer service or by allowing others to utilize sewer service;

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- 3. Failure to post a security deposit or guarantee acceptable to the Company;
- 4. Unauthorized interference, diversion, connection to or use of the utility service situated or delivered on or about the Customer's premises;
- 5. Misrepresentation of identity in obtaining utility service;
- 6. Failure to comply with the terms and conditions of a settlement agreement;
- 7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, maintenance or replacement; or
- 8. Violation of any of these Rules and Regulations on file with and approved by the Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's delivery system.
- C. None of the following shall constitute sufficient cause for Discontinuance of Service:
 - 1. <u>Life Threatening Situation</u>: Company shall not discontinue service to any Residential Customer for a period of sixty (60) days for nonpayment when the utility receives written notice from a medical doctor licensed to practice in the State of Mississippi, or any adjoining state, certifying that Discontinuance of Service would create a lifethreatening situation for the Customer or other permanent resident of the Customer's household. Company shall provide and make available to their Customers at all offices and on the Company's website appropriate forms for use by the Customer in certifying the life-threatening situation. The utility shall issue a receipt to the Customer acknowledging receipt of the written notice pursuant to this rule;
 - 2. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company;
 - 3. The failure to pay a bill correcting a previous underbilling, whenever the Customer claims an inability to pay the corrected amount, unless a utility has offered the Customer a payment arrangement equal to the period of underbilling;
 - 4. Delinquency in payment for service by a previous occupant (not of the same household as the present applicant) of the premises to be served; or
 - 5. Violation of the Company's rules pertaining to operation of nonstandard equipment which interferes with service to others, or other services such as communication services, unless the Customer has first been notified and been afforded reasonable opportunity to comply with said rules; provided, however, that where a dangerous

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condition exists on a customer's premises, service may be refused or discontinued without notice.

D. Procedure

- 1. Company shall not discontinue service to any Customer for violation of its rules and regulations nor for nonpayment of bills without first having used due diligence to give the Customer notice of such violation or delinquency and reasonable opportunity to comply with its rules and regulations or to pay his bills. In no case shall service be actually discontinued until after at least (5) five days written notice shall have been given to the Customer by the utility; provided, however, for fraudulent, careless, negligent, or unlawful use of the commodity or service, or where a dangerous condition is found to exist on the Customer's premises, service may be discontinued without advance notice. This notice shall include a date on or after discontinuance may occur. Such notice may be given by the utility by mailing by U.S. Mail, postage prepaid, to the known address of the Customer. Notice of delinquencies shall be considered to be given to the Customer when a copy of such notice is left with such Customer, left at the premises where service is provided, or posted in the U.S. Mail, addressed to the Customer at his last known address. A Customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service.
- 2. A discontinuance notice provided to a Customer shall include: a) the name and address of the Customer, the service address if different than the Customer's address; b) a statement of the reason for the proposed Discontinuance of Service and the cost for reconnection; c) how the Customer may avoid the discontinuance; d) the possibility of a payment agreement it the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and e) a telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the Customer may make an inquiry.
- 3. Company shall not discontinue service for nonpayment of bills to a Residential Customer on any Saturday or Sunday or any holiday observed by the Company unless Company is open to accept payment (including, but not limited to, a money order) and restore service on those days.
- 4. Company shall reconnect service in a prompt and efficient manner on the first business day after the balance due has been received by the utility, except under extreme circumstances where ongoing restoration efforts prevent reconnection from occurring within that time period.
- E. Change in Location of Service or Premises Served



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1. When at a Customer's request, the utility changes the location or premises at which service is rendered, the service at the new and old locations or premises and the account therefore shall, for the purposes of these rules, be deemed one service and one account and the change of the location or premises to which service is rendered shall not be deemed to affect the rights of the utility with regard to the application of deposit or Discontinuance of Service for non-payment of the account.

F. Other

- 1. Discontinuance of Service to a Unit for any reason shall not prevent the Company from pursuing any or all lawful remedies by action at law or otherwise for the collection of monies due from the Customer, which remedies shall be cumulative.
- 2. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
- 3. The Company has the right to refuse or to discontinue service to any Unit to protect itself against fraud or abuse.
- 4. The Company shall deal with Customers, handle Customer accounts, and manage Discontinuance of Service procedures in accordance with the Commission's Rules and Regulations.
- 5. Applicable Reconnection and Disconnection Service charges are specified in the Schedule of Service Charges.
- 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 Tariffs.
- 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 occasioned by suspension of service when such suspension is affected in accordance with these provisions.
- 9. As reflected previously, the Company may request that the Customer's water utility disconnect water service for non-payment of a sewer bill if such request is made pursuant to a Commission-approved disconnection agreement between the Company and the water service provider.

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9. INTERRUPTION OF SERVICE

- A. The Company reserves the right to shut off service at any time, without notice, for making repairs, extensions, or alternations but will make commercially reasonable efforts under the circumstances then existing to 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 sewer service caused by the breaking of machinery or for causes beyond its control. Company shall strive to provide Customer steady and reliable service but does not warrant or guarantee the service against irregularities or interruptions. Company shall not be liable to Customer, whether under contract or otherwise, for any damages or loss, direct or consequential, by reason of the failure of the Company to supply, or the Customer to receive service, or for any interruption or abnormalities in service to Customer where such failure, interruption, reduction, abnormalities, or other irregularity, directly or indirectly, (i) is due to the negligence of Company, or its employees or contractors, and does not constitute gross negligence of or a willful default by Company or (ii) is the result, in whole or in part, of injunction, fire, strike, lockouts and other industrial or labor disturbances, riot, explosion, storm, hurricane, wind, lightning, flood, accident, breakdown, material shortage, delay in delivery, power interruption, governmental or regulatory action or inaction (including but not limited to action sought or supported by Company), acts of God, acts of any public enemy, civil disturbance, epidemics and pandemics, sabotage, delay or failure of performance by a third party, war, national emergency, voluntary cooperation by the Company in any method of operation with, or in any program recommended or requested by civil or military authorities, or as a result of other acts or conditions, whether of the same or different type, which are beyond the reasonable control of the Company.
- B. In event the Company is unable to secure and/or maintain adequate right-of-way (including franchise, licenses and certificates) upon terms satisfactory to Company, Company's obligation to render service shall cease. Without reimbursement Customer shall furnish right of way on premises owned or controlled by Customer for Company's facilities necessary or incidental to service the Customer and shall maintain the Company in the use and occupancy thereof.

10. BILLINGS AND PAYMENTS

A. Upon the authority of the Mississippi Public Service Commission, the Company shall render regular bills on a monthly, bi-monthly, or quarterly basis. Bills shall show date at the end of the period covered by the bill, the quantity consumed, the gross and / or net amount of the bill, the dates of the bill or of delinquency, and if practicable, the designation of the applicable rate schedule and other essential facts upon which the bill is based.

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- B. The charges for sewer service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Other applicable service charges are set forth in the Schedule of Service Charges in these Rules and Regulations.
- C. Each Customer is responsible for furnishing the Company a correct mailing and/or email address for billing purposes. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account would be considered delinquent. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the Customer's application unless the Company is notified in writing by the Customer of a change of address. To the extent that the Company did not require an application for service, then all bills and notices shall be mailed or delivered to the service address.
- D. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- E. Payment by check or money order may be remitted to Great River Utility Operating Company, P.O. Box 676422, Dallas, Texas 75627-6422. Additional payment options may be available on the Company's website at www.centralstateswaterresources.com/great-river/.

F. Disputed Bills

- 1. <u>Residential Customers</u>: In the event of a dispute between the Customer and the Company respecting any bill, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer. When the amount to be paid is in question, the Customer may make a deposit with the utility in an amount equal to the lesser of the amount of the disputed bill or five-hundred dollars (\$500.00), whereupon service shall not be discontinued pending settlement of the dispute. Upon settlement of the dispute by any means permitted or provided by law, the balance, if any, due the Customer shall be promptly repaid.
- 2. <u>Non-Residential Customers</u>: In the event of a dispute between the Customer and the Company respecting any bill, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer. When the amount to be paid is in question, the Customer may make a deposit with the Company covering no less than fifty percent (50%) of the amount of the disputed bill, whereupon service shall not be discontinued pending settlement of the dispute. Upon settlement of the dispute by any means permitted or provided by law, the balance, if any, due the Customer shall be promptly repaid.

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G. If a Customer's bill has not been paid after twenty-one (21) days from the billing date, on or after the twenty-second (22nd) day the Company will send a written notice of its intent to disconnect service in five (5) or more days unless payment is received. Sewer service may then be disconnected on or after the twenty-eighth (28th) day. A Late Payment Charge may be added to the Customer's bill. To restore service a Customer may be required to pay a reconnection fee, any amount still owed for a previous billing, and a Late Payment Charge. If a Customer fails to pay the Late Payment Charge, even if the Customer has paid the previous billing, the Company will send a written notice that service will be disconnected in ninety (90) days for non-payment.

11. LATE PAYMENT CHARGE

- A. All Customer payments received twenty-two (22) days after the date of billing may be assessed an \$8.00 Late Payment Charge. The Company shall not levy a Late Payment Charge on any portion of a bill which represents a previous Late Payment Charge. For purposes of this section, a payment received by a utility shall be credited first to any outstanding Late Payment Charge, if any.
- B. If the last day of any period calculated hereunder is a Saturday, Sunday, or Legal Holiday, then the period in question shall extend to the next full business day.