

Effective: December 30, 2024

**MAGNOLIA WATER UTILITY**  
**OPERATING COMPANY, LLC**  
**(Oak Harbor East Utility, LLC)**

Revised Page 1 to reflect change  
in ownership  
Effective: December 30, 2024

**RULES AND REGULATIONS**

The following rules and regulations shall be considered a part of the contract with every person who takes water, and every such person, by taking the water, shall be considered to express an assent to be bound thereby. 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.

**APPLICATION FOR SERVICE**

1. Applicants for the use of water may be required to make such application in writing at the Company's office on forms supplied by the Company and shall state full and truly the uses to which the water is to be supplied.
2. 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.
3. The Company may, at any time, require the customer to make and maintain a cash deposit as security as payment of bills for service. The amount of such deposit shall be determined by the Company, but shall not exceed 2 ½ times the monthly bill. The amount of the deposit plus accrued simple interest at the rate of 5% per annum, will be refunded to the customer upon a final discontinuance of service and after all indebtedness of the customer to the Company has been paid, or at such time as the company may consider that the customer has established a satisfactory credit rating.
4. The Company shall not refuse to initiate new service or disconnect existing service due to the refusal of a customer to make payments on a delinquent account that has been closed, with no further services charged or payments made on it, for a period of three years or more unless and except a judgment has been issued by a court of competent jurisdiction on such delinquent account. (*Commission's General Order dated 12/13/93*)

**SERVICE CONNECTION**

1. A standard service installation will be installed from the main at a point determined by the Company, along with the customer's frontage along a Company main when a proper application is made. The size of the service and meter will be determined by the Company 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. Only one premise shall be served through one meter.
4. 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.
5. The Company shall in no event be responsible for maintaining the lines and fixtures on customers' property or for damage done by water escaping therefrom; customer shall at all times comply with municipal regulations with reference thereto and make change therein on account of changes of grade, relocation of mains, or otherwise.
6. 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.
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, ect., that might arise out of the sudden discontinuance of water service for any reason. The Company will not be liable for damage because of 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 persons or person, except employees of the Company, will be allowed to install, remove, or repair meters.
2. The Company reserves the right to test meters whenever it believes to be necessary, but without charge to the customer.
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 gets out of order, proper bills for service may be determined by using the correct consumption for the corresponding periods of previous years immediately preceding the date of inaccuracy of such meters or from the best available information. 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 the customer's premises at all reasonable times and free to all tolls or other charges for the purpose of reading or testing its meters or other facilities and for all other purposes necessary to enable the company to render proper service to the customer and to its other customers. Meter boxes will not be locked and all meters will be available for inspection by both customers and the Company.

6. When the customer requests a meter to be turned on, it will be assumed that the customer knows the condition of his plumbing and the Company shall not be responsible for the injury to the customer or 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.

### **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. (*Commission's General Order dated 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 reconnection 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 effected 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 water 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 re-funded 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 shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for fires or other emergencies.
3. 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 15 p.s.i.a. as stated in Chapter 8 of the Louisiana State Sanitary Code.
4. Water will be temporarily turned off of any premises upon the written order of the customer without any way affecting the existing application.
5. No persons, or person, other than those authorized by the Company, shall turn the water on or off at any corporation stop or curb stop, or move the meter.
6. The Company may disconnect the water for non-payment of a sewer bill if a contract has been made between the a water and sewerage company.

### **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 either monthly, bi-monthly, or quarterly.
2. If a customer's bill has not been paid after 20 days from the billing date, on the 21st day the Company will send a notice of its intent to disconnect service in 5 days unless payment is received. Water service will then be disconnected on the 26th day. A delinquent penalty 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 delinquent 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 sewerage company, if payment is not made, the sewerage may make an agreement with the water company to turn off water service for non-payment of the sewerage bills. If this arrangement is made, all conditions must be on file with the Louisiana Public Service Commission.

**DELINQUENT PENALTY**

All customer payments received 20 days after the date of billing may be assessed a 5% penalty. The company shall not charge a late payment penalty on any portion of a bill which portion represents a previous late payment penalty; for purposes of this section, a payment received by a utility shall be credited first to the outstanding penalty, if any. 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.

**FIRE HYDRANTS**

No person shall operate fire hydrants except Company employees, members of the Fire Department and City-Parish employees authorized to flush sewer and storm drains. No person shall take water from any fire hydrant for street sprinkling.

**PRIVATE FIRE SERVICE**

It shall be expressly understood and agreed by the 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.

**MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC**

**(OAK HARBOR EAST UTILITY, L.L.C.)**

**SEWERAGE SERVICES**

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**AVAILABILITY**

This service is available under the general terms and conditions of the Company to all customers of sewerage service within the subdivision(s) listed below:

<b><u>SUBDIVISION</u></b>	<b><u>PARISH</u></b>	<b><u>SECTION</u></b>	<b><u>RANGE</u></b>	<b><u>TOWNSHIP</u></b>
Lakeshore Estates	St. Tammany	34	R-14-E	T-9-S
		& 3	R-14-E	T-10-S

**RATES**

Residential	90% of water bill \$16.00 minimum, no maximum
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Commercial and/or Business	90% of water bill \$16.00 minimum, no maximum
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Apartment Complexes with Master Meters	\$16.00
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Apartment Complexes with Individual Meters	90% of water bill \$16.00 minimum, no maximum
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**TAP-IN FEE** **\$1,000.00**

This charge will include all labor and materials for installation of the service line and meter and any other cost associated with initially establishing service.

**CONNECTION FEE** **\$25.00**

This charge is to cover the administration cost of re-establishing service upon a change of customer where service has previously been established.

**RECONNECTION FEE** **\$35.00**

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use.

**SERVICE CHARGE** **\$35.00**

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

**RETURNED CHECK FEE** **\$15.00**

**LATE CHARGE**

Maximum 5% of monthly bill after 20 days from date of billing

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**(Oak Harbor East Utility, LLC)**

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### **APPLICATION FOR SERVICE**

1. Applicants for the use of sewerage service may be required to make such application in writing at the Company's office on forms supplied by the Company and shall state full and truly the uses to which the service is to be supplied.
2. 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 sewerage service until such application has been made and approved.
3. The Company may, at any time, require the customer to make and maintain a cash deposit as security as payment of bills for service. The amount of such deposit shall be determined by the Company, but shall not exceed 2 ½ times the monthly bill. The amount of the deposit plus accrued simple interest at the rate of 5% per annum, will be refunded to the customer upon a final discontinuance of service and after all indebtedness of the customer to the Company has been paid, or at such time as the company may consider that the customer has established a satisfactory credit rating.
4. The Company shall not refuse to initiate new service or disconnect existing service due to the refusal of a customer to make payments on a delinquent account that has been closed, with no further services charged or payments made on it, for a period of three years or more unless and except a judgment has been issued by a court of competent jurisdiction on such delinquent account. *(Commission's General Order dated 12/13/93)*

### **SERVICE CONNECTION**

1. The Company will furnish a connection at the property line of the customer for connection into its sewer system and to provide for disposal of the customer's sewerage.
2. Only one premise shall be served through each connection.
3. 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.
4. The Company shall in no event be responsible for maintaining the lines and fixtures on customer's property or for damage done by sewer escaping there from; customer shall at



all times comply with municipal regulations with reference thereto and make change therein on account of changes of grade, relocation of mains, or otherwise.

5. 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.
6. 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, facilities, ect., that might arise out of the sudden discontinuance of sewer service for any reason. The Company will not be liable for damage because of discontinuance or failure to give notice thereof.

### **DISCONTINUANCE OF SERVICE**

Service under any application 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 sewerage service.
2. For non-payment of any water bill for more than 26 days after the date of billing. The customer must be given a (5) day written notice prior to disconnection. (*Commission's General Order dated 7/12/76.*)
3. In case of vacancy of premises.
4. For violation of any of the rules contained herein.
5. 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 reconnection charge as shown in the Company's current tariffs.
6. 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.
7. The company shall not be liable for damage occasioned by suspension of service when such suspension is effected in accordance with these provisions.
8. Refusal to permit inspection of plumbing by representatives of the Company at reasonable hours.
9. For molesting any service pipe, curb stop, corporation stop, seal, or any other appliance of the Company controlling or regulating the sewer service.

**BILLINGS AND PAYMENTS**

1. Upon the authority of the Louisiana Public Service Commission, the Company shall have the right to send bills either monthly, bi-weekly or quarterly, unless authorized otherwise by the LPSC.
2. If a customer's bill has not been paid after 20 days from the billing date, on the 21st day the Company will send a notice of its intent to disconnect service in 5 days unless payment is received. Water service will then be disconnected on the 26th day. A delinquent penalty 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 delinquent 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 sewerage company, if payment is not made, the sewerage may make an agreement with the water company to turn off water service for non-payment of the sewerage bills. If this arrangement is made, all conditions must be on file with the Louisiana Public Service Commission.

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