

## COMMERCIAL SEWER USER'S AGREEMENT

**THIS COMMERCIAL SEWER USER'S AGREEMENT** ("Agreement"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between **CANEBRAKE UTILITIES ASSOCIATION, INC.**, a Mississippi corporation ("Canebrake Utilities"), whose address is 112 Sheffield Loop, Suite D, Hattiesburg, MS 39402, and telephone number is 601-264-0403, and \_\_\_\_\_ ("Customer"), whose address and telephone number is set forth on the Fee Agreement, to set forth the terms and provisions under which Canebrake Utilities will provide sewer service for Domestic Wastewater to Customer as hereinafter provided. In consideration of the terms and provisions of this Agreement, the receipt and sufficiency of which are irrevocably confessed, Canebrake Utilities and Customer agree as follows:

1. **DEFINITIONS.** Certain terms used in this Agreement shall have the meanings set forth in this Section:

(a) "*CIAC Fee*" means the contribution-in-aid-of-construction fee to be paid by Customer to Canebrake Utilities in the sum of \$ \_\_\_\_\_ in cash as per Section 7 hereof.

(b) "*Customer's Facilities*" means all parts, materials, equipment, facilities and systems related to sewer service on Customer's side of the Point of Entry which are currently in place or shall hereafter be installed on Customer's Property, and shall include, without limitation, all parts, materials, equipment, facilities and systems required as provided in Section 5 of this Agreement.

(c) "*Customer's Property*" means that certain Lamar County, Mississippi commercial property owned, leased or occupied by Customer, having an address of \_\_\_\_\_, Hattiesburg, MS \_\_\_\_\_, and being further described and/or depicted on an exhibit attached hereto, if available.

(d) "*Domestic Wastewater*" means liquid and water-carried waste discharges from sanitary conveniences or fixtures of dwellings, business buildings, institutions and the like, as distinct from Industrial Waste, that is of the quality required by Section 8 of this Agreement.

(e) "*EPA*" means the United States Environmental Protection Agency.

(f) "*Fee Agreement*" means the "Water and/or Sewer User's Fee Agreement" executed by Customer in conjunction with this Agreement which is incorporated herein by reference.

(g) "*Industrial Waste*" means wastes from any industrial processes.

(h) "*MDEQ*" means the Mississippi Department of Environmental Quality.

(i) "*Meter*" means one or more meters heretofore or hereafter installed by or at the direction of Canebrake Utilities for the purpose of measuring the flow of Domestic Wastewater into the Wastewater Collection System as described below.

(j) "*MPSC*" means the Mississippi Public Service Commission.

(k) "*MPSC Rules*" means the MPSC Rules and Regulations Governing Public Utility Service as they exist from time to time.

(l) "*MSDHF*" means the Mississippi State Department of Health.

(m) "*Point of Entry*" means the following described point of entry to the Wastewater Collection System which is hereby designated by Canebrake Utilities with the agreement of Customer, to-wit: \_\_\_\_\_

(n) "*Rate Schedule*" means Canebrake Utilities' rate schedule for commercial sewer service which is in effect from time to time and has been approved by the MPSC.

(o) "*Rules*" means Canebrake Utilities' service rules and regulations and service extension policies for commercial sewer service which are in effect from time to time and have been approved by the MPSC.

(p) "*Sewer System*" means, collectively, Canebrake Utilities' Wastewater Collection System and Wastewater Treatment Facility.

(q) "*Wastewater Collection System*" means collectively the materials, equipment, facilities and systems utilized from time to time by Canebrake Utilities to transport wastewater Canebrake Utilities receives to the Wastewater Treatment Facility.

(r) "*Wastewater Treatment Facility*" means collectively the materials, equipment, facilities and systems utilized from time to time by Canebrake Utilities for treatment and disposal of wastewater received by Canebrake Utilities.

2. **SERVICES.** Subject to the Rules and the terms and provisions of this Agreement, from and after the Effective Date and for the remainder of the Term (as defined below), Customer requests that Canebrake Utilities furnish sewer service for Domestic Wastewater generated from Customer's Property and discharged by Customer through the Point of Entry into the Wastewater Collection System, and any other service(s) requested as indicated by check marks made by or at the direction of Customer on the Fee Agreement, in consideration of all of which Customer agrees to make payments to Canebrake Utilities in accordance with Section 7 of this Agreement and to pay the nonrefundable fees for such other service(s) requested as per the Fee Agreement. Customer shall have one (1) service connection per this Agreement.

3. **TERM.** This term of this Agreement ("Term") shall commence on the Effective Date and except as otherwise provided in this Agreement, shall continue so long thereafter as Canebrake Utilities provides sewer service to Customer at Customer's Property, but shall terminate (i) on any business day specified by Customer which follows the date a request is made by Customer to Canebrake Utilities for discontinuance of service in any form specified by Canebrake Utilities for such a request; or (ii) on any day selected by Canebrake Utilities for discontinuance of service to Customer in accordance with Section 12 of this Agreement. However, this Agreement may be immediately terminated by Canebrake Utilities by not less than five (5) days written notice to Customer effective as of any date that the MPSC or any other governmental body or court having legal authority so to do hereafter determines that Canebrake Utilities must cease providing sewer service to Customer's Property; and Canebrake Utilities shall not be deemed to be in breach of this Agreement as a result of any such termination.

4. **SERVICE LINE.** A sewer service line either presently exists or shall hereafter be installed by Customer at its expense on Customer's Property, beginning at the Point of Entry and extending as necessary as determined by Customer to serve Customer's Property.

5. CUSTOMER'S FACILITIES. All of Customer's Facilities shall be installed at Customer's sole expense, meet the requirements set forth in this Section 5 and otherwise consist of such parts, materials, equipment, facilities and systems of such quality, grade and character as Customer deems necessary to meet Customer's service requirements. Without limitation, Customer's Facilities shall include, at a minimum, the following, all of which must be pre-approved by Canebrake Utilities' engineer: (i) pretreatment equipment in the form of a 750 gallon septic tank to collect solids followed by an effluent pump; (ii) if Customer at any time has kitchen equipment located on Customer's Property with frying capabilities, a 300-gallon or larger grease trap shall be included; and (iii) if Customer's Property has dumpster pads with drains that connect to the Wastewater Collection System, a 300-gallon or larger grease trap shall be included and such drains shall be routed through said grease trap. Prior to installation of Customer's Facilities and/or connection to the Wastewater Collection System, Customer shall also provide the following information for review and approval by Canebrake Utilities' engineer:

- (a) Intended use of Customer's Property and estimated daily and peak Domestic Wastewater flow rates ("Estimated Flows");
- (b) Wastewater characteristics and sources (Domestic Wastewater, kitchens, etc.);
- (c) Proposed pretreatment methods and specifications (see minimum requirements above);
- (d) Proposed pumping equipment specifications (if required); and
- (e) Site plan with preferred location for connection to sewer main identified (if existing tap is not available).

During the Term, Customer shall have sole responsibility for: (iv) insuring that Customer's Facilities have been or are properly installed on Customer's Property and are properly functioning at all times; (v) insuring that the only discharges from Customer's Property into the Sewer System are discharges that are permitted under and comply with the requirements of Section 8 of this Agreement; and (vi) causing all of Customer's Facilities and their connection with the Wastewater Collection System to be operated, maintained, repaired and replaced, as necessary, to keep Customer's Facilities in good condition and in strict compliance with all applicable federal, state and local laws, rules, regulations, restrictions and standards. Notwithstanding anything to the contrary: (vii) all of Customer's Facilities shall be and remain the sole property, responsibility and liability of Customer; and (viii) Canebrake Utilities shall have no obligation, responsibility or liability with respect to Customer's Facilities or to any parts, materials, equipment, facilities and/or systems related to sewer service which are not owned by Canebrake Utilities or are located on Customer's side of the Point of Entry. Canebrake Utilities shall have the right, but no obligation, to: (ix) control access to Customer's pumping facilities during the Term in order to maintain long-term compliance with the original approved design, including without limitation, Customer's pumping systems, and to enter upon Customer's Property for such purposes; and to (x) enter upon Customer's Property for the purposes of inspection, observation, measuring, sampling, and testing of Customer's wastewater and Customer's Property and Customer's Facilities and discharges therefrom as necessary to ensure compliance with this Agreement and identify any factors that could result in discharges from Customer's Property into the Wastewater Collection System not being in compliance with this Agreement. If at any time Canebrake Utilities, EPA, MDEQ, MSDH or any other governmental body or court having legal authority so to do determines that Customer's Property or Customer's Facilities or discharges from either are not in compliance with this Agreement or with any then current and applicable standards, restrictions and/or requirements of the EPA, MDEQ, MSDH or any other applicable governmental body or federal, State of Mississippi or local laws, rules, or regulations, Customer at its sole expense shall repair, replace and/or take any other action necessary to bring Customer's Property, Customer's Facilities and discharges therefrom into compliance with all diligence and without unnecessary delay. Canebrake Utilities shall have no responsibility for, and Customer shall be solely responsible for, any injury or damage to Customer or Customer's Property or to any third person or third person's property resulting from Customer's actions or inactions or from Customer's Facilities, or the construction, operation or composition thereof, including without limitation, if applicable, the fact that any part of Customer's Facilities consists of copper tubing number three and/or includes the grounding of electrical systems to supply or drain lines. Customer agrees to indemnify and hold harmless Canebrake Utilities from, and Customer shall never assert against Canebrake Utilities, any claims or liability for losses or damages to any persons or property resulting from, arising out of, or connected with any leaks, malfunctions or defects in Customer's Facilities, and this agreement to indemnify shall survive any termination of this Agreement. Customer agrees to fully comply with all MSDH Backflow Prevention Regulations and to follow the guidelines set forth by MSDH and in effect from time to time regarding onsite wastewater disposal.

6. METER. Any Meter(s) shall remain the property of Canebrake Utilities who shall have the exclusive right to use or remove such Meter(s).

7. PAYMENTS. (a) CIAC Fee. Contemporaneously with the execution of this Agreement, Customer shall pay to Canebrake Utilities a nonrefundable CIAC Fee in cash in the amount set forth in Section 1(a). The amount of the CIAC Fee shall be determined by Canebrake Utilities and its engineer, based upon the estimated cost of the expansion of Canebrake Utilities' existing Wastewater Collection System and/or Wastewater Treatment System which will be necessary or required, as determined by Canebrake Utilities in its sole discretion, in order to accommodate the Estimated Flows from Customer's Property into the Sewer System. After the Effective Date, if Canebrake Utilities and its engineer reasonably determine that the actual daily and peak flow rates of Domestic Wastewater being discharged from Customer's Property are significantly greater than the Estimated Flows, then Canebrake Utilities shall have the right to charge, and Customer shall pay, an additional nonrefundable CIAC Fee in cash in the amount reasonably determined by Canebrake Utilities and its engineer.

(b) Other Charges, Rates and Fees. During the Term, Customer agrees to: (i) pay to Canebrake Utilities all monthly service charges by Canebrake Utilities to Customer for sewer service to Customer's Property, and all other charges, rates and/or fees charged by Canebrake Utilities to Customer, in accordance with the Rate Schedule; and (ii) comply with all Rules. For most sewer Customers, Customer's monthly water usage, as measured by the water meter measuring water service to Customer's Property, shall be used as a basis for measuring the monthly flow of Customer's Domestic Wastewater into the Wastewater Collection System. For all water which passes through the water meter, Customer agrees to pay at the applicable monthly service charge for sewer service as shall be determined

by Canebrake Utilities from time to time in accordance with the Rate Schedule. If water service is available to Customer's Property, but no water is used, Customer shall pay the minimum monthly service charge for sewer service in accordance with the Rate Schedule. Alternatively, Canebrake Utilities may elect to install, at the Point of Entry into the Wastewater Collection System, a Meter for measuring the monthly flow of Customer's Domestic Wastewater into the Wastewater Collection System. Further, any Customer-owned water wells that ultimately drain to the Wastewater Collection System shall be metered separately on the discharge side of the water well; Canebrake Utilities may install a Meter at such point to separately measure the monthly flow from such source.

8. **PERMITTED DISCHARGES.** Notwithstanding anything to the contrary, the only discharges permitted from Customer's Property or Customer's Facilities into the Sewer System shall be discharges of Domestic Wastewater generated from Customer's Property and properly pretreated through Customer's Facilities located on Customer's Property before being discharged through the Point of Entry into the Sewer System and all such discharges must be of such quality that:

(a) The discharges and effluent thereof meet all then current and applicable (i) federal, State of Mississippi and local laws, rules, and regulations; and (ii) standards, restrictions and/or requirements of the EPA, MDEQ, MSDH and any other governmental body having legal authority to set standards, restrictions or requirements for such discharges and/or effluent;

(b) No part of the Sewer System will be corroded, clogged or otherwise damaged by any such discharges or the effluent thereof;

(c) Oil and grease in any appreciable amounts are not included in any such discharges unless the same have been pretreated as required to meet the requirements of Section 8(a) above;

(d) Storm water, surface water, groundwater, roof runoff, subsurface drainage, and industrial process waters are not introduced into the Sewer System;

(e) The discharges and effluent thereof do not contain any solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the Sewer System, or any garbage that has not been properly shredded;

(f) The discharges and effluent thereof do not include any Industrial Waste or wastes from any industrial processes in any form;

(g) The discharges and effluent thereof are amenable to treatment by the wastewater treatment process employed by Canebrake Utilities from time to time to the degree that Canebrake Utilities and its Sewer System can meet the then current and applicable standards or requirements of the EPA, MDEQ, MSDH and any other governmental body having legal authority to set such standards or requirements; and

(h) The discharges and effluent are not in violation of and fully comply with Exhibit A attached hereto, the terms of which are hereby incorporated by reference.

9. **WASTEWATER TITLE.** Title to Domestic Wastewater and all effluent therefrom discharged from Customer's Property or Customer's Facilities shall remain in Customer to the Point of Entry and, upon passing through the Point of Entry, shall pass to Canebrake Utilities. However, any governmental or administrative fine, penalty, charge or assessment hereafter levied against Canebrake Utilities by any charging governmental or administrative department, agency or other body and reasonably determined by Canebrake Utilities to have resulted from discharges from Customer's Property or Customer's Facilities shall be chargeable to Customer regardless of whether title to the Domestic Wastewater or effluent giving rise to any such fine, penalty, charge or assessment has vested in Canebrake Utilities ("Chargeable Assessment"). Customer shall be advised of any such Chargeable Assessment and agrees to reimburse Canebrake Utilities therefor within thirty (30) days of Customer's receipt of a bill for any such Chargeable Assessment. Nothing in this Section shall be construed as an obligation of Customer to indemnify or hold harmless Canebrake Utilities for its own negligence or illegal or intentional detrimental acts.

10. **IMPERMISSIBLE DISCHARGES.** Customer shall insure that Customer's Facilities are protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from discharges by Customer into the Wastewater Collection System, Customer shall be responsible to Canebrake Utilities for any such damages, payable immediately upon reasonable determination by Canebrake Utilities of, and the billing to Customer for, the amount thereof.

11. **INDEMNIFICATION.** Customer agrees to indemnify and hold harmless Canebrake Utilities from all claims, disputes, demands, liability, losses, causes of action, damages, costs and expenses, including reasonable attorney's fees, arising out of or related to the failure of Customer, Customer's Property or Customer's Facilities or any discharges from either to fully comply with any of the provisions of Sections 5, 8, 9 or 10 of this Agreement. All indemnification obligations of Customer under this Agreement shall survive any termination of this Agreement.

12. **FAILURE TO PAY; NONCOMPLIANCE.** The failure of a Customer at any time to timely pay the applicable charges and fees for service to Customer's Property as shall be determined by Canebrake Utilities from time to time in accordance with the Rate Schedule then in effect shall result in the automatic assessment by Canebrake Utilities of such fees as shall then be applicable, all in accordance with the Rules then in effect, and Customer agrees to pay all such fees. Canebrake Utilities shall have the right to discontinue service to Customer on any day selected by Canebrake Utilities for any of the following reasons: (a) for nonpayment of any bill to Customer or for violation of any of its Rules, service may be discontinued in accordance with the MPSC Rules after Canebrake Utilities has given written notice to Customer as required by the MPSC Rules; or (b) for fraudulent, careless, negligent or unlawful use of any commodity or service, where a dangerous condition is found to exist on Customer's Property, or for failure of Customer or Customer's Property or Customer's Facilities or any discharges from either to fully comply with any of the provisions of Sections 5 or 8-11 of this Agreement, sewer service may be discontinued without advance notice. In order to discontinue or disconnect service to Customer, Canebrake Utilities shall have the right to take such action as is necessary for such purposes, including without limitation, cutting, capping, plugging, closing, locking and/or otherwise modifying or disconnecting Customer's Facilities or any other utility facilities, and the right to enter upon Customer's Property for such purposes. If service is discontinued, Customer shall be liable for all costs involved in cleanup.

13. MISCELLANEOUS. (a) Except as may be otherwise provided in this Agreement, no amendment of this Agreement and no waiver of any provision of this Agreement shall be binding unless the amendment or waiver is in writing and executed by both parties hereto; (b) If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and/or to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law; (c) Customer's rights under this Agreement may not be assigned; otherwise, this Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, only; (d) Any notices sent pursuant to this Agreement same shall be in writing (except as may be otherwise provided in this Agreement) and be deemed delivered (i) on the date hand delivered, (ii) two (2) days after mailing via U.S. Mail, postage prepaid, certified, return receipt requested, or (iii) one (1) day after depositing with any nationally recognized overnight courier service, addressed to the parties hereto at their respective addresses on page 1 hereof, or such other addresses as they may hereafter specify by written notice; (e) This Agreement shall be governed and construed in accordance with Mississippi laws; (f) The captions used in this Agreement shall not limit or otherwise affect the meaning of any provision hereof.

14. NO CONFLICT. No provision of this Agreement is intended to conflict with the Rules, Rate Schedule or the MPSC Rules.

WITNESS THE SIGNATURES of the parties to this Agreement as of the Effective Date.

**CANEBRAKE UTILITIES:**

**CUSTOMER:**

**CANEBRAKE UTILITIES ASSOCIATION, INC.,**  
a Mississippi corporation

By: \_\_\_\_\_  
Bennett V. York, President

\_\_\_\_\_  
By: \_\_\_\_\_ Its: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

- A. None of the following described substances, materials, waters, or wastes shall be discharged into the Sewer System:
1. Storm water, surface water, groundwater, roof runoff, subsurface drainage, industrial cooling water and industrial process waters are not introduced into the Sewer System;
  2. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
  3. Any waters or wastes containing toxic and/or poisonous solid, liquids, or gases that inhibit or interfere with the biological treatment process;
  4. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
  5. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
  6. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of Canebrake Utilities or other parties;
  7. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
  8. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of Canebrake Utilities, it appears probable that such wastes:
    - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
    - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes.
    - (c) Can overload the Sewer System's grease handling abilities.
    - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
  8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
  9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
  10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
  11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
  12. Any waters or wastes exerting an excessive chlorine requirement;
  13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of Canebrake Utilities;
  14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
  15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;
  16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/l)
Antimony _____	0.1
Arsenic _____	0.05
Barium _____	3.0
Beryllium _____	1.0
Bismuth _____	1.0
Boron _____	0.5
Cadmium _____	0.2
Calcium _____	8,000.0
Chromium (Hexavalent) _____	1.0
Chromium (Trivalent) _____	1.0
Total chromium _____	2.0
Cobalt _____	0.2
Iron _____	5.0
Lead _____	0.1
Magnesium _____	2,000.0
Manganese _____	1.0
Mercury _____	0.1
Molybdenum _____	0.2
Nickel _____	0.5
Potassium _____	12,000.0
Rhenium _____	0.5
Selenium _____	0.1

Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment by the wastewater treatment process employed by Canebrake Utilities from time to time, or are amenable to treatment only to the degree that the Sewer System can meet the then current and applicable standards or requirements of the governmental bodies having legal authority to set such standards or requirements.

B. If any discharges are made or proposed to be made to the Sewer System which contain the substances or possess the characteristics enumerated in Section A of this Exhibit A, and in the judgment of Canebrake Utilities, such discharges may have a deleterious effect upon any part of the Sewer System or otherwise create a hazard to life or constitute a public nuisance, Canebrake Utilities may:

1. Reject such discharges,
2. Require pretreatment to an acceptable condition for discharge to the Sewer System,
3. Require control over the quantities and rates of discharge, and/or
4. Require additional payments by Customer to Canebrake Utilities to cover the added cost of handling and treating the discharges not covered by monthly service charges for sewer service, or other applicable charges and fees, to Customer.

If Canebrake Utilities permits the pretreatment or equalization of waste flows, the design and installation of the equipment and system therefor shall be subject to the prior review and approval of Canebrake Utilities, and to the requirements of Section 8(a) of the Agreement.

C. All grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at Customer's expense and shall be subject to periodic inspection by Canebrake Utilities. Customer shall maintain suitable monthly operating records and shall submit to Canebrake Utilities each month a summary report of the character of the influent and effluent as Canebrake Utilities may prescribe.

D. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Exhibit A shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined based upon sampling taken by Canebrake Utilities at the Point of Entry or nearest downstream manhole. Sampling shall be carried out by customarily accepted methods to determine the effect of constituents of the discharge upon the Sewer System, the existence of hazards to life, limb, and property and whether a twenty-four-hour composite of all outfalls from Customer's Property is appropriate or whether a grab sample or samples should be taken.

E. Until an adequate analysis of a representative sample of the Customer's discharge has been obtained, Canebrake Utilities may, for the purposes of this Agreement, make a determination of the character and concentration of such discharge by using data based on analysis of similar processes or data that is available from the United States Department of the Interior or from industry-recognized authoritative sources for Customer's type of business.