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STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE INDIANA)
UTILITY REGULATORY COMMISSION'S)
INVESTIGATION INTO THE IMPACTS OF) CAUSE NO. 45032 S20
THE TAX CUTS AND JOBS ACT OF 2017)
AND POSSIBLE RATE IMPLICATIONS) APPROVED: DEC 27 2018
UNDER PHASE 2 FOR COMMUNITY)
UTILITIES OF INDIANA, INC.)

ORDER OF THE COMMISSION

Presiding Officers:

James F. Huston, Chairman

David E. Veleta, Senior Administrative Law Judge

On January 3, 2018, the Indiana Utility Regulatory Commission (“Commission”) initiated an investigation under Cause No. 45032 to review and consider the implications of the Tax Cuts and Jobs Act of 2017 (“TCJA”) on utility rates, which was enacted on December 22, 2017. Among other things, the TCJA reduced the federal corporate income tax rate from 35% to 21%. All jurisdictional utilities, including Community Utilities of Indiana, Inc. (“CUII” or “Respondent”), were made Respondents to that investigation.

After holding an attorneys conference, the Commission issued an Order on February 16, 2018, creating two Phases to Cause No 45032. In Phase 1, all Respondents were required to make 30-day filings reflecting the new tax rate for all rates and charges pursuant to the Commission’s 30-day filing rules. However, if a respondent believed its rates should not be adjusted as reflected in the 30-day filing, it was permitted to withdraw its 30-day filings and request a subdocket to address the revision of its rates and charges to reflect the new tax rate.

On March 26, 2018, Respondent filed a motion withdrawing its 30-day filing submission and requesting a subdocket to address the revisions of it rates and charges to reflect the new tax rate or approval to address its revised rates in Cause No. 44724 as part of the rate base update process that was pending before the Commission at that time. By docket entry dated April 13, 2018, the Commission granted Respondent’s request to address Phase 1 issues through the rate base update process under Cause No. 44724. CUII remained a Respondent for purposes of addressing Phase 2 issues.

By docket entry dated May 14, 2018, this subdocket was created to address possible rate implications under Phase 2 for Respondent. On June 19, 2018, Respondent filed the direct testimony and attachments of Steven M. Lubertozzi, Respondent’s President. On August 16, 2018, Respondent and the Indiana Office of Utility Consumer Counselor (“OUCC”) filed a Joint Notice of Settlement and Motion to Modify Procedural Schedule, which was granted by

docket entry dated August 17, 2018. On September 7, 2018, Respondent filed a Stipulation and Settlement Agreement (“Settlement Agreement”) between Respondent and the OUCC, along with testimony of Mr. Lubertozi in support of the Settlement Agreement. The OUCC also filed the testimony of Margaret A. Stull, Chief Technical Advisor with the OUCC Water/Wastewater Division, in support of the Settlement Agreement on September 7, 2018. On October 23, 2018, Respondent responded to a question of the Presiding Officers set forth in an October 18, 2018 docket entry.

An evidentiary hearing in this subdocket was convened at 9:30 a.m. on October 25, 2018, in Room 222 of the PNC Center, 101 West Washington Street, Indianapolis, Indiana. Respondent and the OUCC both appeared by counsel and participated in the hearing. The prefiled testimony and exhibits of both parties, along with the Settlement Agreement, were admitted into the record without objection, and the Respondent’s response to the Presiding Officers’ docket entry question was also admitted into the record without objection.

The Commission, having considered the evidence and applicable law, finds as follows:

1. Notice and Jurisdiction. Notice of the hearing in this subdocket was given and published by the Commission as required by law. CUII is a public utility as defined by Ind. Code § 8-1-2-1(a). Under Ind. Code § 8-1-2-42, the Commission has jurisdiction over CUII’s rates and charges for water and wastewater service. The Commission also has jurisdiction to initiate investigations into all matters relating to public utilities under Ind. Code §§ 8-1-2-58, 8-1-2-59, and 8-1-2-68. Accordingly, the Commission has jurisdiction over CUII and the subject matter of this subdocket.

2. Summary of Evidence.

A. Respondent’s Case-In-Chief. Mr. Lubertozi presented Respondent’s calculation of its excess accumulated deferred income taxes (“ADIT”) and explained Respondent’s proposal to flow the excess ADIT back to its customers. Mr. Lubertozi also presented Respondent’s proposal to implement a one-time bill credit to return to customers the over-collected revenue of approximately \$4,056 for the seven day period of January 1, 2018 through January 7, 2018.

B. Settlement Agreement and Supporting Evidence. The Settlement Agreement, a copy of which is attached to this Order, provides for a complete resolution of all remaining issues related to the impact of the TCJA on Respondent’s rates and charges. More specifically, the Settlement Agreement provides that CUII’s protected excess deferred tax balance (after gross up) totals \$723,570 and will be amortized over a 30-year period. With respect to Respondent’s unprotected excess ADIT balance, the Settling Parties agreed that the \$276,312 balance as of December 31, 2017 will be amortized over a 4-year period. This results in an annual revenue reduction of \$24,119 for the protected excess ADIT balance and an annual revenue reduction of \$69,078 for the unprotected excess ADIT balance. The tariff sheets implementing the revenue reduction were provided as Attachment B to the Settlement Agreement.

The Settlement Agreement further provides that the over-collected revenue for the period January 1, 2018 through January 7, 2018 totals \$4,056.28, and will be credited through a one-time bill credit of \$0.49 for water customers, \$0.49 for wastewater customers, and \$0.98 for water and wastewater customers, to be reflected in the first full billing month following a Final Order approving the Settlement Agreement.

Mr. Lubertozi testified the Settlement Agreement, if approved, will lower CUII's retail water and wastewater rates on a prospective basis. He explained the calculation of the protected and unprotected excess ADIT balances was initially a matter of dispute between the Settling Parties but that, during negotiations, the Settling Parties recognized the difference between their positions was relatively small on a dollar basis and were ultimately able to agree that the excess ADIT balances reflected in the Settlement Agreement represent a reasonable amount to use for purposes of determining the flowback of benefits to customers.

Mr. Lubertozi also explained how the parties reached agreement on the amortization periods to be used for the protected and unprotected excess ADIT balances. He explained the use of a 30-year amortization period causes the annual revenue requirement reduction to be slightly greater than it would have been under Respondent's original proposal, resulting in additional customer benefits. He said the shorter period also helps to ensure the entire excess ADIT balance gets returned to customers in a more timely manner while remaining consistent with the amortization methodology required under the TCJA.

Mr. Lubertozi discussed the proposed tariff implementing the agreed-upon revenue reduction and discussed how Respondent would return the over-collected revenue from the first seven days of January, 2018. Finally, Mr. Lubertozi explained that Sections II and III of the Settlement Agreement set forth terms and conditions related to the presentation of the Settlement Agreement to the Commission and the effect and use of the Settlement Agreement. He said these types of provisions are commonly found in settlements presented to the Commission. More specifically, he said these terms recognize that the Settlement Agreement is a compromise and will be null and void unless approved in its entirety without modification or further condition that is unacceptable to any Settling Party.

Mr. Lubertozi concluded the Settlement Agreement is in the public interest and should be approved by the Commission. He noted the settlement is a reasonable means of resolving a controversial proceeding in a manner that is fair and balanced to all concerned. He said the Settlement Agreement is supported by and within the scope of the evidence presented by the Settling Parties and, taken as a whole, represents the result of extensive, good faith, arm's-length negotiations of the conceptual framework and details of the Settlement Agreement. He said the resulting Settlement Agreement reasonably resolves all issues associated with the impact of the TCJA on CUII's rates and charges and provides substantial customer benefits.

Ms. Stull testified the Settlement Agreement provides Phase 2 tax benefits to customers in two ways: 1) one-time bill credit of the regulatory liability created by excess taxes embedded in Respondent's base rates between January 1, 2018 – January 7, 2018; and 2) amortization of excess ADIT as of December 31, 2017. Ms. Stull discussed the calculation of excess ADIT and the agreed-upon amortization periods. She stated that Settlement Agreement Attachment B properly

implements the revenue reductions created by the specific terms of the Settlement Agreement. Ms. Stull concluded that the Settlement Agreement is in the public interest. She said the Settlement reflects compromises made by Respondent from positions taken in its Phase 2 subdocket testimony, and provides a fair result for CUII's ratepayers.

3. Commission Discussion and Findings. Settlements presented to the Commission are not ordinary contracts between private parties. *U.S. Gypsum, Inc. v. Ind. Gas Co.*, 735 N.E.2d 790, 803 (Ind. 2000). When the Commission approves a settlement, that settlement "loses its status as a strictly private contract and takes on a public interest gloss." *Id.* (quoting *Citizens Action Coal. of Ind., Inc. v. PSI Energy, Inc.*, 664 N.E.2d 401, 406 (Ind. Ct. App. 1996)). Thus, the Commission "may not accept a settlement merely because the private parties are satisfied; rather [the Commission] must consider whether the public interest will be served by accepting the settlement." *Citizens Action Coal.*, 664 N.E.2d at 406.

Further, any Commission decision, ruling, or order, including the approval of a settlement, must be supported by specific findings of fact and sufficient evidence. *U.S. Gypsum*, 735 N.E.2d at 795 (citing *Citizens Action Coal. of Ind., Inc. v. Pub. Serv. Co. of Ind., Inc.*, 582 N.E.2d 330, 331 (Ind. 1991)). The Commission's own procedural rules require that settlements be supported by probative evidence. 170 IAC 1-1.1-17(d). Therefore, before the Commission can approve the Settlement Agreement, we must determine whether the evidence in this Cause sufficiently supports the conclusions that the Settlement Agreement is reasonable, just, and consistent with the purpose of Ind. Code ch. 8-1-2, and that such agreement serves the public interest.

Based on the evidence of record, particularly the supporting settlement testimony, we find that the Settlement Agreement represents a reasonable resolution to the issues raised in this proceeding. We previously approved base rates for Respondent that reflect the reduction in the federal tax rate from the higher rate to 21%. In this second phase of our investigation, the parties have reached a consensus on providing further benefits to customers by addressing the return of revenue over-collected during the beginning of 2018 and the amortization of both protected and unprotected excess ADIT. The record reflects the agreed-upon amortization periods are consistent with the requirements of the TCJA and provide for benefits to be flowed back to Respondent's customers in a more timely fashion than under Respondent's original proposal.

The record reflects that experts were involved with legal counsel and substantial time was devoted to settlement discussions. As a result, the parties were able to work through their differences and arrive at a compromise that reasonably resolves all issues associated with the impact of the TCJA on CUII's rates and charges while providing substantial customer benefits. The record shows, and we find, that the Settlement Agreement presents a balanced and comprehensive resolution of the issues in this case. Therefore, the Commission further finds and concludes that the Settlement Agreement is reasonable and in the public interest and is approved.

Finally, the parties agree that the Settlement Agreement should not be used as precedent in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce its terms. Consequently, with regard to future citation of the Settlement Agreement, we find that our approval herein should be construed in a manner consistent with our finding in *Richmond Power & Light*, Cause No. 40434, 1997 WL 34880849 at *7-8 (IURC March 19, 1997).

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. The Settlement Agreement, a copy of which is attached to this Order, is approved.
2. Respondent shall return the over-collected revenue (totaling \$4,056.28) to its customers via a bill credit in the first full month following approval of the Settlement Agreement in this Order.
3. Respondent shall use the amortization periods set forth in the Settlement Agreement to return the excess ADIT.
4. Respondent shall file its revised water and wastewater tariff sheets as set forth in Settlement Agreement Attachment B for approval by the Commission's Water/Wastewater Division.
5. This Order shall be effective on and after the date of its approval.

HUSTON, OBER, AND ZIEGNER CONCUR; FREEMAN AND KREVDA ABSENT:

APPROVED: DEC 27 2018

I hereby certify that the above is a true and correct copy of the Order as approved.



Mary M. Becerra
Secretary of the Commission

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE INDIANA)
UTILITY REGULATORY COMMISSION'S)
INVESTIGATION INTO THE IMPACTS OF) CAUSE NO. 45032 S-20
THE TAX CUTS AND JOBS ACT OF 2017)
AND POSSIBLE RATE IMPLICATIONS)
UNDER PHASE 2 FOR COMMUNITY)
UTILITIES OF INDIANA, INC.)

STIPULATION AND SETTLEMENT AGREEMENT

Community Utilities of Indiana, Inc. (“CUII”) and the Indiana Office of Utility Consumer Counselor (“OUCC”) (collectively the “Settling Parties” and individually “Settling Party”) solely for purposes of compromise and settlement and to reduce controversy and avoid protracted litigation and having been duly advised by their respective staff, experts and counsel, stipulate and agree that the terms and conditions set forth below represent a fair, just and reasonable resolution of all matters pending before the Commission in this Cause, subject to their incorporation by the Indiana Utility Regulatory Commission (“Commission”) into a final, non-appealable order (“Final Order”) without modification or further condition that may be unacceptable to any Settling Party. If the Commission does not approve this Stipulation and Settlement Agreement (“Settlement Agreement”), in its entirety, the entire Settlement Agreement shall be null and void and deemed withdrawn, unless otherwise agreed to in writing by the Settling Parties.

I. TERMS AND CONDITIONS

- A. The Settling Parties agree that as of December 31, 2017, CUII’s protected excess deferred tax (“EDT”) balance (after gross up) totals \$723,570 and the unprotected EDT balance (after gross up) totals \$276,312.

- B. As shown in Settlement Agreement Attachment A, the Settling Parties agree that the protected EDT balance should be amortized over a 30-year period and the unprotected EDT balance should be amortized over a 4-year period. This results in an annual revenue reduction of \$24,119 for the protected EDT balance and an annual revenue reduction of \$69,078 for the unprotected EDT balance.
- C. The Settling Parties agree that the tariff sheets shown in Settlement Agreement Attachment B properly implement the revenue reduction identified in Section 1.B above.
- D. The Settling Parties agree that the over-collected revenue for the period January 1, 2018 through January 7, 2018 totals \$4,056.28. The Settling Parties further agree that the over-collected revenue shall be credited through a one-time bill credit of \$0.49 for water customers, \$0.49 for wastewater customers and \$0.98 for water and wastewater customers, to be reflected in the first full billing month following a Final Order approving the Settlement Agreement.
- E. The Settling Parties agree that this Settlement Agreement fully addresses the impact of the Tax Cuts and Jobs Act of 2017 on CUII's rates and charges.

II. PRESENTATION OF THE SETTLEMENT TO THE COMMISSION

1. The Settling Parties shall support this Settlement Agreement before the Commission and request that the Commission expeditiously accept and approve the Settlement Agreement. The concurrence of the Settling Parties with the terms of this Settlement Agreement is expressly predicated upon the Commission's approval of the Settlement Agreement in its entirety without any modification or any condition that may be unacceptable by any Settling Party. If the Commission does not approve the Settlement Agreement in its entirety and without change, the Settlement Agreement shall be null and void and deemed withdrawn, upon notice in writing by any Settling Party within fifteen (15) days after the date of the Final Order that any modifications made by the Commission are unacceptable to it.

2. The Settling Parties shall jointly move for leave to file this Settlement Agreement and supporting evidence. The Settling Parties will file testimony specifically supporting the settlement. The Settling Parties will work collaboratively in the preparation of the testimony supporting the settlement agreement. Such evidence together with the evidence previously prefiled by the Settling Parties in this Cause will be offered into evidence without objection and the Parties hereby waive cross-examination of each other's witnesses. The Settling Parties propose to submit this Settlement Agreement and evidence conditionally, and that, if the Commission fails to approve this Settlement Agreement in its entirety without any change or with condition(s) unacceptable to any Settling Party, the Settlement and supporting evidence shall be withdrawn and the Commission will continue to hear Cause No. 45032 S-20 with the proceedings resuming at the point they were suspended by the filing of this Settlement Agreement.

3. The Settling Parties shall jointly agree on the form, wording and timing of public/media announcement (if any) of this Settlement Agreement and the terms thereof. No

Settling Party will release any information to the public or media prior to the aforementioned announcement. The Settling Parties may respond individually without prior approval of the other Settling Parties to questions from the public or media, provided that such responses are consistent with such announcement and do not disparage any of the Settling Parties. Nothing in this Settlement Agreement shall limit or restrict the Commission's ability to publicly comment regarding this Settlement Agreement or any Order affecting this Settlement Agreement.

III. EFFECT AND USE OF SETTLEMENT

1. It is understood that this Settlement Agreement is reflective of a negotiated settlement and neither the making of this Settlement Agreement nor any of its provisions shall constitute an admission by any Settling Party to this Settlement Agreement in this or any other litigation or proceeding. It is also understood that each and every term of this Settlement Agreement is in consideration and support of each and every other term.

2. This Settlement Agreement shall not constitute and shall not be used as precedent by any person in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce the terms of this Settlement Agreement.

3. This Settlement Agreement is solely the result of compromise in the settlement process and except as provided herein, is without prejudice to and shall not constitute a waiver of any position that any of the Settling Parties may take with respect to any or all of the items resolved here and in any future regulatory or other proceedings.

4. The Settling Parties agree that the evidence in support of this Settlement Agreement and the previously prefiled evidence constitute substantial evidence sufficient to support this Settlement Agreement and provide an adequate evidentiary basis upon which the Commission can make any findings of fact and conclusions of law necessary for the approval of this Settlement Agreement, as filed. The Settling Parties shall prepare and file an agreed proposed order with the Commission as soon as reasonably possible.

5. The communications and discussions during the negotiations and conferences and any materials produced and exchanged concerning this Settlement Agreement all relate to offers of settlement and shall be privileged and confidential, without prejudice to the position of any Settling Party, and are not to be used in any manner in connection with any other proceeding or otherwise.

6. The undersigned Settling Parties have represented and agreed that they are fully authorized to execute the Settlement Agreement on behalf of their designated clients, and their successors and assigns, who will be bound thereby.

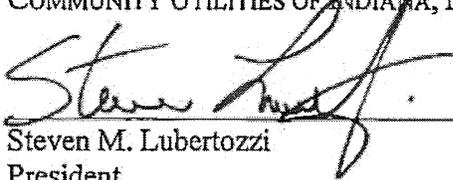
7. The Settling Parties shall not appeal or seek rehearing, reconsideration or a stay of the Final Order approving this Settlement Agreement in its entirety and without change or condition(s) unacceptable to any Settling Party (or related orders to the extent such orders are specifically implementing the provisions of this Settlement Agreement). The Settling Parties shall support or not oppose this Settlement Agreement in the event of any appeal or a request for a stay by a person not a party to this Settlement Agreement or if this Settlement Agreement is the subject matter of any other state or federal proceeding.

8. The provisions of this Settlement Agreement shall be enforceable by any Settling Party before the Commission and thereafter in any state court of competent jurisdiction as necessary.

9. This Settlement Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

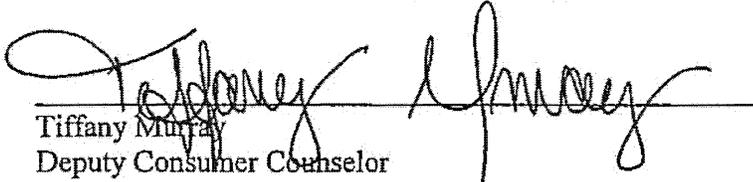
ACCEPTED and AGREED as of the 7th day of September, 2018.

COMMUNITY UTILITIES OF INDIANA, INC.



Steven M. Lubertozzi
President

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR



Tiffany Murray
Deputy Consumer Counselor

Community Utilities of IN, Inc.
CAUSE NO. 45032
Establishment of Regulatory Liability & Amortization of Excess Deferred

| CU/I Description | Amount |
|-------------------------------------|---------------------|
| Protected Excess ADIT in Reg Liab | \$ (526,908) |
| Gross-Up Tax on Protected | (196,662) |
| Unprotected Excess ADIT in Reg Liab | (201,212) |
| Gross-Up Tax on Unprotected | (75,100) |
| | <u>\$ (999,882)</u> |
| <i>chk</i> | <i>0.00</i> |

Journal Entries

| Entry | Description | Debit | Credit |
|---------|--|---------|---------|
| Entry 1 | ADIT - Water | 444,805 | |
| | ADIT - Sewer | 283,315 | |
| | Regulatory Liability - Water | | 444,805 |
| | Regulatory Liability - Sewer | | 283,315 |
| Entry 2 | ADIT - Regulatory Liability Gross Up - Water | 166,018 | |
| | ADIT - Regulatory Liability Gross Up - Sewer | 105,744 | |
| | Regulatory Liability - Gross Up - Water | | 166,018 |
| | Regulatory Liability - Gross Up - Sewer | | 105,744 |
| Entry 3 | Regulatory Liability - Water | 41,459 | |
| | Regulatory Liability - Sewer | 26,407 | |
| | Annual Tax Provision - Water | | 41,459 |
| | Annual Tax Provision - Sewer | | 26,407 |
| Entry 4 | Regulatory Liability - Water | 15,474 | |
| | Regulatory Liability - Sewer | 9,856 | |
| | ADIT - Water | | 15,474 |
| | ADIT - Sewer | | 9,856 |

- Entry 1 Establishes the Regulatory Liability on Balance Sheet
- Entry 2 To Record the Tax Gross Up of the Regulatory Liability
- Entry 3 Annual Amortization of the Regulatory Liability
- Entry 4 Annual Amortization of the Tax Gross Up

| | Protected | Unprotected | Total |
|--------------------------------|---------------------------|---------------------------|---------------------------|
| Excess ADIT - Reg Liab | \$ (526,908) | \$ (201,212) | \$ (728,120) |
| Term (yrs) | 30.00 | 4.00 | |
| Annual Revenue Reduction | <u>\$ (17,564)</u> | <u>\$ (50,303)</u> | <u>\$ (67,867)</u> |
| Tax Gross Up | \$ (196,662) | \$ (75,100) | \$ (271,762) |
| Term (yrs) | 30.00 | 4.00 | |
| Annual Revenue Reduction | <u>\$ (6,555)</u> | <u>\$ (18,775)</u> | <u>\$ (25,330)</u> |
| Total Revenue Reduction | <u>\$ (24,119)</u> | <u>\$ (69,078)</u> | <u>\$ (93,197)</u> |

Excess ADIT - Reg Liab Revenue Reduction Split

| | Protected | Unprotected | Total |
|------------|--------------------|--------------------|--------------------|
| Water | \$ (10,730) | \$ (30,730) | \$ (41,459) |
| Wastewater | (6,834) | (19,573) | (26,407) |
| Total | <u>\$ (17,564)</u> | <u>\$ (50,303)</u> | <u>\$ (67,867)</u> |

Tax Gross Up Revenue Reduction Split

| | Protected | Unprotected | Total |
|------------|-------------------|--------------------|--------------------|
| Water | \$ (4,005) | \$ (11,470) | \$ (15,474) |
| Wastewater | (2,551) | (7,305) | (9,856) |
| Total | <u>\$ (6,555)</u> | <u>\$ (18,775)</u> | <u>\$ (25,330)</u> |

| Split | Customers | % |
|------------|-----------|---------|
| Water | 5,213.20 | 61.09% |
| Wastewater | 3,320.50 | 38.91% |
| Total | 8,533.70 | 100.00% |

COMMUNITY UTILITIES OF INDIANA, INC.
LAKE, PORTER, JASPER AND NEWTON COUNTIES, INDIANA Replacement Sheet No. 1

SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE

Service Territory Formally Known as Twin Lakes Utilities Inc., Water Service Company of
 Indiana, and Indiana Water Service, Inc.
(Lake, Porter, Jasper, and Newton, Counties, Indiana)

Applicability

This schedule applies to all water service rendered by Community Utilities of Indiana, Inc.

Monthly Rate for All Customers

The customer shall pay for each service connection a monthly rate which will be the sum of (A) a Base Facility Charge based on the size of the meter through which the customer receives such service, and (B) a Volume Charge based on the amount of water consumed during the monthly period. The Base Facility Charge shall also apply when the service is provided through a master meter and every individual dwelling unit is billed separately. The applicable Base Facility and Volume Charges are as follows:

A. Base Facility Charge

| <u>Meter Size</u> | <u>Charge</u> |
|-------------------|---------------|
| 5/8" & 3/4" | \$11.3814 |
| 1" | 25.6307 |
| 1 1/4" | 39.9204 |
| 1 1/2" | 49.4348.35 |
| 2" | 77.9176.21 |
| 3" | 144.4841.33 |
| 4" | 239.5434.31 |
| 6" | 477.2166.80 |

B. Volume Charge

| | |
|-------------------|-----------|
| Per 1,000 gallons | \$6.4026* |
|-------------------|-----------|

Unmetered Water Service

| | |
|--|------------------------------|
| Flat rate for unmetered public drinking fountain | \$21.6417 per monthly period |
|--|------------------------------|

* -- Subject to the Distribution System Improvement Charge in the attached Appendix A

COMMUNITY UTILITIES OF INDIANA, INC.
LAKE, PORTER, JASPER AND NEWTON COUNTIES, INDIANA Replacement Sheet No. 1

SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE
Service Territory Formally Known as Twin Lakes Utilities Inc., Water Service Company of
Indiana, and Indiana Water Service, Inc.
(Lake, Porter, Jasper, and Newton, Counties, Indiana)

Applicability

This schedule applies to all water service rendered by Community Utilities of Indiana, Inc.

Monthly Rate for All Customers

The customer shall pay for each service connection a monthly rate which will be the sum of (A) a Base Facility Charge based on the size of the meter through which the customer receives such service, and (B) a Volume Charge based on the amount of water consumed during the monthly period. The Base Facility Charge shall also apply when the service is provided through a master meter and every individual dwelling unit is billed separately. The applicable Base Facility and Volume Charges are as follows:

A. Base Facility Charge

| <u>Meter Size</u> | <u>Charge</u> |
|-------------------|---------------|
| 5/8" & 3/4" | \$11.14 |
| 1" | 25.07 |
| 1 1/4" | 39.04 |
| 1 1/2" | 48.35 |
| 2" | 76.21 |
| 3" | 141.33 |
| 4" | 234.31 |
| 6" | 466.80 |

B. Volume Charge

| | |
|-------------------|---------|
| Per 1,000 gallons | \$6.26* |
|-------------------|---------|

Unmetered Water Service

| | |
|--|----------------------------|
| Flat rate for unmetered public drinking fountain | \$21.17 per monthly period |
|--|----------------------------|

* -- Subject to the Distribution System Improvement Charge in the attached Appendix A

COMMUNITY UTILITIES OF INDIANA, INC.
LAKE, PORTER, JASPER AND NEWTON COUNTIES, INDIANA I.U.R.C. No. S-1
Replacement Sheet No. 1

SCHEDULE OF RATES AND CHARGES FOR SEWAGE SERVICE
Service Territory Formally Known as Twin Lakes Utilities Inc. and Water Service Company of
Indiana
(Lake, Porter, Jasper and Newton Counties, Indiana)

Applicability

This schedule applies to all sewage disposal service rendered by Community Utilities of Indiana, Inc.

Monthly Rate for All Customers

| <u>Meter Size</u> | <u>Charge*</u> |
|---|------------------|
| 5/8" & 3/4" | \$23.8449 |
| 1" | 57.056.22 |
| 1 1/4" | 90.2688.94 |
| 1 1/2" | 127.926.05 |
| 2" | 223.1119.84 |
| 3" | 510.9503.45 |
| 4" | 887.3574.33 |
| 6" | 2,016.561,986.96 |
| Unmetered | 58.3657.50 |
| Usage Charge (per 1,000 gallons): | \$7.6857 |
| Campground Charge per Month (for each month April-October) | \$17.8761 |

* -- Subject to the Infrastructure Improvement Charge in the attached Appendix A.

COMMUNITY UTILITIES OF INDIANA, INC.
LAKE, PORTER, JASPER AND NEWTON COUNTIES, INDIANA Replacement Sheet No. 1
I.U.R.C. No. S-1

SCHEDULE OF RATES AND CHARGES FOR SEWAGE SERVICE

Service Territory Formally Known as Twin Lakes Utilities Inc. and Water Service Company of
Indiana
(Lake, Porter, Jasper and Newton Counties, Indiana)

Applicability

This schedule applies to all sewage disposal service rendered by Community Utilities of Indiana, Inc.

Monthly Rate for All Customers

| <u>Meter Size</u> | <u>Charge*</u> |
|---|----------------|
| 5/8" & 3/4" | \$23.49 |
| 1" | 56.22 |
| 1 1/4" | 88.94 |
| 1 1/2" | 126.05 |
| 2" | 219.84 |
| 3" | 503.45 |
| 4" | 874.33 |
| 6" | 1,986.96 |
| Unmetered | 57.50 |
| Usage Charge (per 1,000 gallons): | \$7.57 |
| Campground Charge per Month (for each month April-October) | \$17.61 |

* -- Subject to the Infrastructure Improvement Charge in the attached Appendix A.