



Citizens Gas | Citizens Thermal | Citizens Resources
2020 H. Meridian St. | Indianapolis, IN | 46202-1393
www.citizensenergygroup.com

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August 21, 2012

Brenda A. Howe
Secretary of the Commission
Indiana Utility Regulatory Commission
101 West Washington St., Suite 1500 E
Indianapolis, IN 46204

RECEIVED
August 21, 2012
INDIANA UTILITY
REGULATORY COMMISSION

Re: Thirty – Day Filing for Citizens Pursuant to 170 IAC 1-6

Dear Ms. Howe:

Pursuant to 170 IAC 1-6-3(3), the Board of Directors for Utilities of the Department of Public Utilities for the City of Indianapolis d/b/a Citizens Energy Group and CWA Authority Inc. (collectively "Citizens") respectfully submit for the approval of the Indiana Utility Regulatory Commission ("Commission") certain proposed changes to the respective terms and conditions for service (collectively "Terms and Conditions for Service") for the gas, water and wastewater utilities owned and operated by Citizens.

Citizens plans to implement its combined billing initiative on October 1, 2012. This initiative requires certain additions and modifications to Citizens Terms and Conditions for Service. In general, the changes to the Terms and Conditions for Service include: (1) the addition of new definitions; (2) additions and/or changes to enhance consistency for gas, water, and sewage disposal service for meter reading, billing, deposits, and application of payments; and (3) changes to clarify provisions in light of the other combined billing-related changes. See Tab 1 for an overview listing of the Summary of Changes to Terms and Conditions for Combined Billing.

The combined billing initiative, and therefore the proposed Terms and Conditions for Service modifications, will be applicable to Citizens' gas, water, and sewage disposal service customers, as described within the Terms and Conditions for Service. The combined billing initiative will enhance service and convenience for customers by providing them with, among other things, monthly meter readings, a single bill, one call center point of contact, and consistent payment method options for gas, water and sewage disposal services.

Enclosed for your review and approval by the Commission, please find the following:

- Tab 2 - Terms and Conditions for Gas Service (redline and clean)
- Tab 3 - Terms and Conditions for Water Service (redline and clean)
- Tab 4 - Terms and Conditions for Sewage Disposal Service (redline and clean)
- Tab 5 - Certain Appendices for Water Service impacted by the combined billing initiative (redline and clean)



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- Tab 6 - Certain Appendices for Sewage Disposal Service impacted by the combined billing initiative (redline and clean)

Citizens affirms that a notice regarding the filing in the form attached hereto as Exhibit A was published on August 18, 2012 in the Indianapolis Star, a newspaper of general circulation in the Indianapolis area, where the largest number of Citizens customers are located. Citizens also affirms that this notice has been posted on the Citizens website and in its customer service lobby.

Upon approval of the enclosed Terms and Conditions for Service and certain Appendices, please return one (1) approved stamped copy of each Terms and Conditions for Service and related Appendices to Jaime Burks for our files. Any questions concerning this submission should be directed to:

Jill A. Phillips
Manager, Rates & Regulatory Affairs
2020 N. Meridian Street
Indianapolis, IN
Email: jphillips@citizensenergygroup.com
Phone/Fax: 317-927-4427

Sincerely,


Jill A. Phillips
Manager, Rate & Regulatory Affairs

Enclosures
cc: Office of the Utility Consumer Counselor

TABLE OF CONTENTS

<u>Tab</u>	<u>Description</u>
1	Summary of Changes to Terms and Conditions for Combined Billing
2	Terms and Conditions for Gas Service (redline and clean)
3	Terms and Conditions for Water Service (redline and clean)
4	Terms and Conditions for Sewage Disposal Service (redline and clean)
5	Certain Appendices for Water Service (redline and clean)
6	Certain Appendices for Sewage Disposal Service (redline and clean)

Tab 1

Summary of Changes to Terms & Conditions for Combined Billing

Changes Made to Utility's Terms and Conditions for Combined Billing	Location/Section of Change in Terms & Conditions			
	Gas	Water	Wastewater	
Inserted new term & definition "Combined Bill"	Sect. 1 - Definitions	Definitions	Sect. 1 - Definitions	
Inserted new term & definition "Utility Services"	Sect. 1 - Definitions	Definitions	Sect. 1 - Definitions	
Inserted new term & definition for each Utility name	Sect. 1 - Definitions	Definitions	Sect. 1 - Definitions	
Inserted new term & definition "Default Value"		Definitions		
Inserted new term & definition "Summer Period"		Definitions		
Inserted new term & definition "Winter Period"		Definitions		
Made the Deposit Requirement section consistent for each Utility.	Sect. 3.1	Sect. 2.1	7.1	
Modified Interest on Deposit section to specify 6% interest rate on deposits held prior to 12/31/12 and deposits after that date will use the interest rate established in IURC GAO.		Sect. 2.2	Sect. 7.3	
Clarified that refunds on deposits will be made after customer has established acceptable payment record for "Utility Services".	Sect. 3.4	Sect. 2.3	Sect. 7.4	
Changed the application of deposits upon discontinuance to "Utility Services"	Sect. 3.5	Sect. 2.4	Sect. 7.2 and 7.5	
Inserted newly defined terms; Combined Bills and Utility Services in section on when bills are issued and paid	Sect. 4.1	Sect. 3.1	Sect. 8.1	
Rewrite of language in Billings, Meter Readings and Estimates section to reflect recent change to bill estimating methodology		Sect. 3.1		
Provide budget plan for Utility Services	Sect. 4.2.1	3.2.6 new language	Sect. 8.1.3 new language	
Inserted new section on "Application of Combined Bill Payment"	Sect. 4.3 thru 4.3.3	Sect. 3.3 thru 3.3.3	Sect. 8.2 thru 8.2.5	

Summary of Changes to Terms & Conditions for Combined Billing

Changes Made to Utility's Terms and Conditions for Combined Billing	Location/Section of Change in Terms & Conditions		
	Gas	Water	Wastewater
Modified "bill" to say "Utility Services bill" in the Delinquency and Related Charges Section	Sect. 4.6 thru 4.6.2		Sect. 8.1.1.2
Replaced section on Delinquent Bills, with language consistent with Gas and Wastewater, including late payment charge, delinquent account charge, returned check charge, budget plan, and usage summary charge		Sect. 3.2 thru 3.2.7	
Inserted clarifying language that a "single" charge will be made for a visit to collect on a delinquent account "for applicable Utility Services"	Sect. 4.6.3		Sect. 8.1.1.3
Inserted clarifying language that a "single" charge will be made for handling a "single" returned check for "Utility Services".	Sect. 4.6.4		Sect. 8.1.1.4
Inserted new section for "failure to meet 24-hour payment arrangement terms" to be consistent with Gas and Water..			Sect. 9.1.6
Removed language that customer may request regular monthly meter readings.		Sect. 3.5	
Inserted "Usage Information Charge" language to be consistent with Gas.		Sect. 3.2.7	Sect. 8.1.1.5
Clarified service as a "Utility Service" in Notification to Third Party section.	Sect. 8.6	Sect. 4.5	Sect. 9.3
Clarified "Utility Service" in Postponement of Disconnection sections.		Sect. 4.6 thru 4.7.2	
Clarified Customer as a "Residential Customer" within Prohibited Disconnections section.			Sect. 10.1, 10.2 and 10.3

Summary of Changes to Terms & Conditions for Combined Billing

Changes Made to Utility's Terms and Conditions for Combined Billing	Location/Section of Change in Terms & Conditions		
	Gas	Water	Wastewater
Change made to reflect "Utility Services" in Notice of Disconnection section.			Sect. 11.3
Wastewater services have been added to Reconnection language.		Sect. 4.10	
Inserted "Utility Services" in Complaints and Review Sections			Sect. 14.1, 14.3, 14.4

Tab 2

GAS DELIVERY, GAS SUPPLY, AND ADMINISTRATIVE SERVICES

RATES, TERMS AND CONDITIONS

FOR GAS SERVICE WITHIN
MARION COUNTY, INDIANA

Issued By The

Board of Directors for Utilities
of the Department of Public Utilities,
as successor trustee of a public charitable trust,
Doing Business As Citizens Gas
2020 North Meridian Street
Indianapolis, Indiana 46202

Martha D. Lamkin
Chairman and President
Board of Directors

Carey B. Lykins
President, and
Chief Executive Officer

TERMS AND CONDITIONS
I.U.R.C. CAUSE NO. 43975

EFFECTIVE: September 6, 2011

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
<u>DEFINITIONS</u>	1	6
3 rd Party Supplier	1.1	6
Aggregated Account	1.2	6
Applicant	1.3	6
Automated Metering Reading	1.4	6
Balancing	1.5	6
Basic Delivery Service Option	1.6	6
Basic Usage Imbalance	1.7	7
Citizens Energy Select	1.8	7
Citizens Water	1.9	7
City Gate	1.109	7
Combined Bill	1.11	7
Commercial End-Use Customer	1.120	7
Commission	1.134	7
Company Use Gas	1.142	7
Consolidated Account	1.153	7
Critical Period	1.164	7
Curtailment	1.175	7
CWA Authority, Inc.	1.18	7
Daily Gas Supply Deliveries	1.196	8
Daily Gas Supply Nominations	1.2047	8
Daily Usage Imbalances	1.2148	8
Delivery Charge	1.2249	8
Delivery Imbalances	1.230	8
Economic Operational Flow Order	1.244	8
End-Use Customer	1.252	8
Facilities Charge	1.263	8
Gas	1.274	9
Gas Day	1.285	9
Gas Delivery Service	1.296	9
Gas Delivery Service Agreement	1.3027	9
Gas Management System or GMS	1.3128	9
Gas Service Line	1.3229	9
Gas Supply Charge	1.330	9
Gas Supply Service	1.344	9

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
Human Needs Customer	1.352	9
Industrial End-Use Customer	1.363	10
I.U.R.C. Rules	1.374	10
Landlord End-Use Customer	1.385	10
LNG Customer	1.396	10
Master Meter	1.4037	10
Maximum Daily Quantity	1.4138	10
Meter	1.4239	10
Month	1.430	10
Monthly Cash Out	1.441	10
Non-Economic Operational Flow Order	1.452	11
Non-Gas Cost Revenue	1.463	11
Operational Flow Order	1.474	11
Premise	1.485	11
Residential End-Use Customer	1.496	11
Single Account	1.5047	11
Standard Delivery Service	1.5148	11
Supplier Applicant	1.5249	11
Supplier Group	1.530	12
Supply Agent	1.541	12
Therm	1.552	12
Usage Imbalances	1.563	12
Utility	1.574	12
Utility Services	1.58	12
WACOG	1.595	12
Yard Line	1.6056	12
 <u>APPLICATION OF TARIFF</u>	 2	 13
Filing and Publication	2.1	13
Written Application or Contract	2.2	13
 <u>DEPOSITS</u>	 3	 14
Residential Deposits	3.1	14
Non-Residential Deposits	3.2	14
Interest on Deposits	3.3	14
Refund of Deposits	3.4	15
Deposit Applied to Bill	3.5	15
Main Extensions	3.6	15

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
<u>BILLING AND PAYMENT OF BILLS</u>	4	16
When Issued and Due Dates	4.1	16
Payment Plans	4.2	16
Application of Combined Bill Payment	4.3	17
Correction of Errors	4.43	17
Estimated Meter Readings	4.54	17
Delinquency and Related Charges	4.65	17
Master Meter Conversion	4.76	18
Fraudulent or Unauthorized Usage	4.87	18
<u>METERING AND RESALE</u>	5	18
Multiple Meter Installations	5.1	18
Resale of Gas	5.2	18
Meter Change and Testing	5.3	18
Metering Pressures	5.4	19
BTU Content	5.5	19
Providing Space for Equipment	5.6	19
Equipment Owned by Utility	5.7	19
Automated Meter Reading Equipment	5.8	19
<u>SERVICE, EQUIPMENT AND LIABILITY</u>	6	20
Mains-Selection of Supply Source	6.1	20
Service Piping from Main	6.2	20
Service or Meter Location Changes	6.3	20
End-Use Customer's Piping Responsibility	6.4	20
Inspection of Installation	6.5	20
Easement – Third Party Property	6.6	21
Limitations of Gas Service	6.7	21
<u>UTILITY AND END-USE CUSTOMER OBLIGATIONS</u>	7	21
Utility's Obligations	7.1	21
End-Use Customer's Obligations	7.2	21
<u>DISCONTINUANCE OF SERVICE</u>	8	23
End-Use Customer Request	8.1	23
Disconnection Option	8.2	23
Disconnection by Utility Without Notice	8.3	23
Disconnection by Utility With Notice	8.4	24
Home Energy Assistance	8.5	24
Notification to Third Party	8.6	25
Validity of Contract	8.7	25
Non-Availability of Gas	8.8	25

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
<u>RECONNECTION OF SERVICE</u>	9	25
Requirements and Charges	9.1	25
Same Party Within One Year	9.2	26
Reconnection of Cut and Capped Service	9.3	26
<u>PROTECTION OF SYSTEM INTEGRITY</u>	10	26
Attempt to Minimize Impact	10.1	26
Order of Action	10.2	26
Resume Normal Operations	10.3	26
<u>CURTAILMENT</u>	11	27
Notice	11.1	27
Penalties	11.2	27
Order of Curtailment	11.3	27
<u>CITIZENS ENERGY SELECT</u>	12	27
Eligibility	12.1	27
Sign-up and Confirmation	12.2	28
Supply Administration	12.3	29
Non-Economic Operational Flow Orders	12.4	30
End-Use Customer Billing and Payment	12.5	31
Liability	12.6	32
Supplier Billing and Payment	12.7	32
<u>SUPPLIER ACCESS REQUIREMENTS</u>	13	32
Business Registration/Ownership and Affiliations	13.1	32
3 rd Party Supplier Agreement with Utility	13.2	33
End-Use Customer Protection – Fair Marketing Practices	13.3	34
End-Use Customer Protection – End-Use Customer Agreements	13.4	34
End-Use Customer Protection – Reliability and Deliverability	13.5	35
End-Use Customer Protection – Discontinuance of Service	13.6	35
Penalties	13.7	35
End-Use Customer Information	13.8	36

<u>DESCRIPTION</u>	<u>GAS RATE NO.</u>	<u>PAGE NO.</u>
<u>GAS DELIVERY SERVICE RATES</u>		
Residential Domestic Delivery and Supply Service	D1	101
Residential Heating Delivery and Supply Service	D2	102
General Non-Heating Delivery Service	D3	103-103D
General Heating Delivery Service	D4	104-104E
Large Volume Delivery Service	D5	105-105D
Compressed Natural Gas Delivery Service (CNG)	D7	107-107A
High Load Delivery Service	D9	109-109D
<u>GAS SUPPLY SERVICE RATES</u>		
Variable-Rate Gas Supply Service	S1	201
Back-up Gas Supply Service	S2	202
Supply of Last Resort	S3	203
Unaccounted-for Gas and Company Use Gas	S4	204
<u>ADMINISTRATIVE SERVICE RATES</u>		
Supply Administration Services	A1	301
Usage Balancing Service	A2	302-302A
Basic Usage Balancing Service	A3	303-303B
Non-Performance Charges	A4	304
Non-Recurring Charges	A5	305
Reserved for Future Use	A6	306
Information Service	A7	307
Switching Charges	A8	308
<u>OTHER RATES</u>		
Retail Power Generation Gas Service	30	401-401A
Liquified Natural Gas Service	40	402-402A
<u>RIDERS</u>		
Rider A – Current Gas Supply Charges		501
Rider B – Current Gas Supply Charges		502-502C
Rider C - Customer Benefit Distribution		503
Rider D – Normal Temperature Adjustment		504-504B
Rider E – Energy Efficiency Adjustment		505-505A
Rider F – Universal Service Fund		506

1. DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used in any Section of the Utility's Gas Delivery Service, Gas Supply Service, Administrative Services, Rates, and Terms and Conditions for Gas Service, shall have the meanings defined below:

1.1 3RD PARTY SUPPLIER

Any entity, other than the Utility, including End-Use Customer acting as its own Supply Agent, qualified under Section 13 to provide gas supply services within the Utility's service area.

1.2 AGGREGATED ACCOUNT

A single Commercial or Industrial End-Use Customer at a single billing address receiving Gas Delivery Service through multiple Meters supplying multiple Premises, who has elected to combine its multiple Premises for Balancing and bill summarization and presentment purposes. The Gas Delivery Service bill for consumption of each Meter is calculated separately, then consolidated for bill presentment purposes. To qualify as an Aggregated Account, the combined annual Gas consumption measured by the multiple Meters must be greater than 50,000 therms.

1.3 APPLICANT

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof applying to receive, consume or use the Utility's Gas Supply, Gas Delivery or Administrative Services.

1.4 AUTOMATED METER READING OR AMR

All hardware and equipment installed on an End-Use Customer's Premises for the purpose of transmitting a daily Meter reading to the Utility.

1.5 BALANCING

Services provided by the Utility as a part of Gas Delivery Service, that accommodate the usage swings of End-Use Customers.

1.6 BASIC DELIVERY SERVICE OPTION

An option for General Heating, General Non-Heating, Large Volume, and High Load Gas Delivery Service End-Use Customers, which provides for a lower level of balancing service in return for a lower Delivery Charge. Choosing the Basic Delivery Service Option requires the End-Use Customer to have Automated Meter Reading devices installed which will provide a daily meter reading to the Utility. The Utility will make available electronically daily meter reads to the End-Use Customer, and if authorized, its 3rd Party Supplier.

1.7 BASIC USAGE IMBALANCE

The difference between Daily Gas Supply Deliveries and the daily volume of Gas consumed by the End-Use Customer, calculated for a daily period.

1.8 CITIZENS ENERGY SELECT

The program offered by the Utility that provides End-Use Customers with the option of choosing a 3rd Party Supplier for their Gas Supply Service.

1.9 CITIZENS WATER

The Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as trustee of a public charitable trust for the water system, doing business as Citizens Water, 2020 N. Meridian Street, Indianapolis, Indiana 46202, or any professional management firm that has been retained by Citizens Water to operate its water utility facilities and that is acting in its capacity as the agent or representative of Citizens Water.

1.10 CITY GATE

The delivery/receipt point between intra and interstate pipelines supplying Gas to the Utility's gas distribution system.

1.11 COMBINED BILL

A bill issued to an End-Use Customer for any combination of more than one of the Utility Services. A Combined Bill will not be issued to any Gas Rate No. D5 End-use Customer, or an End-Use Customer who chooses to purchase gas supply from a 3RD Party Supplier. Charges for Administrative Services provided to End-Use Customers will be billed separately from Gas Delivery and Gas Supply Services.

1.12 COMMERCIAL END-USE CUSTOMER

End-Use Customers primarily engaged in wholesale or retail trade, service (including five or more households served by a single meter), and any End-Use Customer not directly covered by another service classification.

1.13 COMMISSION

Indiana Utility Regulatory Commission

1.14 COMPANY USE GAS

Gas used by the Utility including compressor facilities fuel, natural gas vehicles, or liquefied natural gas turbine fuel used by the Utility.

4.131.15 CONSOLIDATED ACCOUNT

A single Commercial or Industrial End-Use Customer receiving Gas Delivery Services through multiple Meters supplying a single Premise. All Gas consumption measured by multiple Meters is combined and billed through a single rate schedule. Only available to Large Volume and High Load Service End-Use Customers. Unless otherwise specified by the Utility, each Meter will receive a separate Facility Charge.

1.164 CRITICAL PERIOD

A period, declared at the discretion of the Utility, during which time unusual conditions jeopardize normal operation of the Utility's system.

1.175 CURTAILMENT

A temporary reduction in Gas usage directed by the Utility for operating reasons, for protection of human needs uses.

1.18 CWA AUTHORITY, INC.

CWA Authority Inc., 2020 N. Meridian Street, Indianapolis, Indiana 46202 or any other professional management firm that has been retained by CWA Authority, Inc. to operate its sewage disposal system and that is acting in its capacity as the agent or representative of CWA Authority, Inc.

1.196 DAILY GAS SUPPLY DELIVERIES

The gas supply volumes submitted to the Utility and scheduled by a pipeline to be delivered to the Utility's City Gate by or on behalf of an End-Use Customer.

1.2017 DAILY GAS SUPPLY NOMINATIONS

The gas supply volumes confirmed by a pipeline to be delivered to the Utility's City Gate by or on behalf of an End-Use Customer.

1.2118 DAILY USAGE IMBALANCES

The difference between Daily Gas Supply Deliveries and the daily volume of Gas consumed by the End-Use Customer, calculated on a daily basis.

1.2219 DELIVERY CHARGE

A rate per unit of Gas consumed by the End-Use Customer, designed to recover fixed and variable costs incurred by the Utility to provide Gas Delivery Service to the End-Use Customer's Meter, not otherwise recovered through the Facilities Charge.

1.230 DELIVERY IMBALANCES

The difference between Daily Gas Supply Nominations and Daily Gas Supply Deliveries on behalf of an End-Use Customer in a Supplier Group.

1.241 ECONOMIC OPERATIONAL FLOW ORDER

A directive issued by the Utility to a 3rd Party Supplier, to closely balance Daily Gas Supply Deliveries with the volume of Gas consumed by the End-Use Customer when, in the Utility's sole discretion, it determines that such a directive is necessary to protect its ability to provide adequate and reliable Gas Supply Service at reasonable costs because there is a significant and substantial price difference between the average of first of the month index prices of the pipelines serving its system, adjusted for appropriate fuel, transportation, and basis, and the average of the daily index prices of the pipelines serving its system, adjusted for appropriate fuel, transportation, and basis.

1.252 END-USE CUSTOMER

An Applicant who has been approved by the Utility to receive, consume, or use the Utility's Gas Delivery Services and/or Gas Supply Services. The term End-Use Customer shall not include 3rd Party Suppliers that may be customers of the Utility for Administrative Services.

1.263 FACILITIES CHARGE

A flat rate per Month designed to recover a portion of the fixed costs incurred by the Utility to provide Gas Delivery Service to the End-Use Customer's Meter.

1.274 GAS

Any vaporized fuel transported on the Utility's gas distribution system. The term shall include, but not be limited to, natural gas, synthetic gas, liquefied natural gas, propane or any mixture thereof.

1.285 GAS DAY

The 24-hour period from 9 a.m. to 9 a.m. Central Clock Time (Houston).

1.296 GAS DELIVERY SERVICE

The transportation of Gas by the Utility from the City Gate to an End-Use Customer's Meter. Gas Delivery Service includes Balancing.

1.30 GAS DELIVERY SERVICE AGREEMENT

The required agreement between the Utility and an End-Use Customer who is provided Gas Supply Services by a 3rd Party Supplier.

1.3128 GAS MANAGEMENT SYSTEM OR GMS

All computer hardware and software required to administer customer-specific gas supply transactions.

1.3229 GAS SERVICE LINE

A line used to transport gas from Utility mains to End-Use Customer Premises.

1.33 GAS SUPPLY CHARGE

A rate per unit of Gas consumed by the End-Use Customer, designed to recover the cost of Gas and related off-system services, including pipeline transportation and Balancing services, incurred by the Utility to provide Gas Supply Service to the End-Use Customer's Meter.

1.341 GAS SUPPLY SERVICE

The sale of Gas and related off-system services, including pipeline transportation and Balancing services, by the Utility to an End-Use Customer.

1.352 HUMAN NEEDS CUSTOMER

A Residential End-Use Customer, a Commercial End-Use Customer of a residential nature, or any End-Use Customer whose facilities are of a kind where the element of human welfare is the predominant factor or whose facilities are needed to protect or preserve the public health, safety and welfare. Such facilities include, but shall not be limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, certain charitable institutions and day care facilities.

1.363 INDUSTRIAL END-USE CUSTOMER

An End-Use Customer engaged in a process that creates or changes raw or unfinished material into another form or product.

1.3785 I.U.R.C. RULES

The Indiana Utility Regulatory Commission Rules and Regulations of Service for Gas Utilities operating within the State of Indiana, as promulgated in Cause No. 34613, approved September 13, 1976, effective April 12, 1977, as may be amended from time to time.

1.38 LANDLORD END-USE CUSTOMER

An End-Use Customer who is the owner of a Premise that is receiving Gas service, but which is rented or leased to a tenant other than the owner.

1.396 LNG CUSTOMER

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof receiving service under the Utility's Liquified Natural Gas Service tariff.

1.4037 MASTER METER

A Meter installed upstream from a building service or entrance or building regulator in such a manner as to measure the total quantity of Gas used in two (2) or more buildings in a single complex.

1.4138 MAXIMUM DAILY QUANTITY

The total connected gas load times 24 hours.

1.4239 METER

A device for measuring the quantity of Gas used. Two (2) or more meters connected in parallel, with the total quantity of Gas used being the sum of the quantities measured by the individual Meters, shall be considered a single Meter, if installed at the directive of the Utility.

1.430 MONTH

The period of time between any two consecutive meter reading dates which shall be scheduled as nearly as practicable every thirty (30) days. It does not necessarily mean the Meter will actually be read according to that schedule.

1.441 MONTHLY CASH OUT

A month-end calculation of charges and credits pertaining to Usage Balancing Service, and Basic Usage Balancing Service for 3rd Party Suppliers.

1.452 NON-ECONOMIC OPERATIONAL FLOW ORDER

A directive issued by the Utility, pertaining to a Critical Period, to a 3rd Party Supplier, to deliver for End-Use Customer use a specific volume of Gas to a specific point of receipt. Non-Economic Operational Flow Orders shall be issued by the Utility at any time a material and significant threat to the operational integrity of the Utility's system occurs, or is about to occur.

1.463 NON-GAS COST REVENUE

Revenue received by the Utility from an End-Use Customer, excluding Gas costs. Gas costs are recovered through the Gas Supply Charge.

1.474 OPERATIONAL FLOW ORDER OR OFO

Either an Economic Operational Flow Order or a Non-Economic Operational Flow Order.

1.485 PREMISE

One contiguous piece of property owned by a single End-Use Customer, which is not intersected by a public right-of-way or thoroughfare.

1.496 RESIDENTIAL END-USE CUSTOMER

An End-Use Customer receiving, consuming, or using the Utility's Gas Delivery Services and/or Gas Supply Services to a single family dwelling or building, an individual flat or apartment, or to not over four households served by a single Meter in a multiple family dwelling or portion thereof. A Residential End-Use Customer also includes End-Use Customers receiving, consuming, or using the Utility's Gas Supply Services and/or Gas Delivery Services to premises used regularly for professional or business purposes when the residential use is half or more of the total Gas volume.

1.5047 SINGLE ACCOUNT

A single Commercial or Industrial End-Use Customer receiving Gas Delivery Services through a single Meter supplying one Premise.

1.5148 STANDARD DELIVERY SERVICE

The default delivery service provided any End-Use Customer which has not chosen the Basic Delivery Service Option.

1.5249 SUPPLIER APPLICANT

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof applying to provide Gas Supply Services to End-Use Customers within the Utility's service area.

1.530 SUPPLIER GROUP

End-Use Customers who are provided Gas Supply Services by the same 3rd Party Supplier. Supplier Groups are entirely composed of End-Use Customers choosing the Standard Delivery Option, or the Basic Delivery Service Option. End-Use Customers in each Supplier Group will have Usage Imbalances netted on a daily and/or monthly basis, for the purposes of calculating a Usage Balancing Monthly Cash Out, and/or a Basic Usage Balancing Monthly Cash Out, as defined in the Administrative Service tariffs.

1.541 SUPPLY AGENT

A Single Account, Consolidated Account or Aggregated Account End-Use Customer who contracts, purchases and manages delivery of its own gas supply. Only End-Use Customers who have elected the Basic Delivery Service Option are eligible to act as their own Supply Agent. Each Supply Agent is administered individually for nomination and supply purposes and takes on the duties and responsibilities of a 3rd Party Supplier.

1.552 THERM

100,000 British Thermal Units (BTU). For billing purposes, the consumption of Gas by End-Use Customers shall be measured in Therms.

1.563 USAGE IMBALANCES

The difference between accumulated Daily Gas Supply Deliveries and the monthly volume of Gas consumed by the End-Use Customer, calculated monthly.

1.574 UTILITY

The Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust, doing business as Citizens Gas, 2020 North Meridian Street, Indianapolis, Indiana 46202.

1.58 UTILITY SERVICES

Shall include one or more of the following services: (1) Gas Delivery and Gas Supply Services provided by the Utility; (2) water services provided by Citizens Water; and/or (3) sewage disposal service provided by CWA Authority, Inc.

1.5965 WACOG

Except as otherwise provided in any tariff, the weighted average cost of Gas per Therm purchased by the Utility and delivered to the Utility's City Gate, including demand costs.

1.60576 YARD LINE

The Gas piping from the outlet of a Master Meter assembly to the outlet connection of a building regulator or service entrance that is installed, owned, and maintained by the Utility.

2. APPLICATION OF TARIFF

2.1 FILING AND PUBLICATION

- 2.1.1 A copy of all Gas Rates, and General Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services will be supplied is on file with the Indiana Utility Regulatory Commission and is posted or filed in each office of the Utility for the convenience of the public.
- 2.1.2 These Utility rules are intended to and do supersede and cancel all former rules and regulations now on file with respect to the matters included herein.
- 2.1.3 These Terms and Conditions, when approved by the Indiana Utility Regulatory Commission, shall apply to and govern Gas Delivery Services, Gas Supply Services, and Administrative Services provided by the Utility within Marion County, Indiana.
- 2.1.4 The failure of the Utility to enforce any of the Gas Rates and Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services are supplied shall not be deemed a waiver of its rights to do so.

2.2 WRITTEN APPLICATION OR CONTRACT

- 2.2.1 A written application and/or contract, properly executed in a form acceptable to the Utility, may be required from the End-Use Customer or 3rd Party Supplier before the Utility will supply Gas Delivery Services, Gas Supply Services, or Administrative Services, or as a condition for the continued supply of Gas Delivery Services, Gas Supply Services, or Administrative Services, provided, however, that the Utility shall have the right to reject an application for valid reasons.
- 2.2.2 Where two or more parties join in one application for Gas Delivery and/or Gas Supply Services or Administrative Services, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for service supplied in accordance therewith.
- 2.2.3 The End-Use Customer shall give the Utility written notice in advance of any material change in either the demand for Gas Delivery and/or Gas Supply Services or the character of the gas appliances or apparatus installed at the End-Use Customer's service address.

- 2.2.4 Where more than one rate is available for the class of service requested, the End-Use Customer shall designate the desired rate. Except as limited by the terms of any Gas Delivery Services contract, the End-Use Customer may change to another applicable Gas Delivery Service rate at any time thereafter by giving written notice to the Utility, provided each successive change shall continue for not less than a twelve-Month period.
- 2.2.5 The Utility does not guarantee the End-Use Customer will be served under the most favorable rate at all times, and no refund will be made representing the difference in charges between the rate under which service actually has been rendered and another rate applicable to the same class of service.
- 2.2.6 The Utility will, at the request of the End-Use Customer, assist the End-Use Customer in the determination of the rates under which the End-Use Customer desires to be served. However, the End-Use Customer is responsible for the accuracy of comparisons and any decisions regarding rates.

3. DEPOSITS

3.1 RESIDENTIAL DEPOSITS

~~Pursuant to the I.U.R.C. Rules, the~~ Utility may require a Residential End-Use Customer or Applicant for Gas Delivery and/or Gas Supply Services as a Residential End-Use Customer to pay a cash deposit as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services, if the Residential End-Use Customer or Applicant is not creditworthy, in accordance with the I.U.R.C Rules set forth in 170 IAC 5-1-15 (as the same may be amended from time to time).

3.2 NON-RESIDENTIAL DEPOSITS

The Utility may require non-Residential End-Use Customers or Applicants for Gas Delivery and/or Gas Supply Services that are not Residential End-Use Customers to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services. Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest gas consumption. The Utility shall determine the appropriate deposit.

3.3 INTEREST ON DEPOSITS

Interest on any deposit held by the Utility on February 2, 2006 earned an interest rate of six percent (6%) per annum from the date of receipt by the Utility through February 2, 2006. Effective February 3, 2006, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current month from the date the deposit is paid in full to the Utility. The rate of interest will be established by the Indiana Utility Regulatory Commission in a general administrative order for each calendar year.

3.4 REFUND ON DEPOSITS

Deposits from Residential End-Use Customers will be refunded after the Residential End-Use Customer has established an acceptable payment record for Utility Services in accordance with the I.U.R.C. Rules. The deposit of any non-Residential End-Use Customer or the deposit of a Residential End-Use Customer who fails to establish an acceptable payment record may be retained by the Utility until ~~Gas Delivery and/or Gas Supply~~Utility Services are discontinued.

3.5 DEPOSITS APPLIED TO BILL

Upon discontinuance of ~~Gas Delivery and/or Gas Supply~~Utility Services, the deposit and earned interest, if any, will be applied to the payment balance of any outstanding Utility Service bills or unbilled consumption. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the End-Use Customer. The End-Use Customer will be billed for any balance due the Utility. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the End-Use Customer after termination of service, shall be reported and disposed of as required by the Uniform Disclaimer of Property Interests Act (Indiana Code 32-17.5, et seq.).

3.6 MAIN EXTENSIONS

The following terms apply to the Utility's extensions of facilities to service a prospective End-Use Customer or group of End-Use Customers.

3.6.1 Upon request for Gas Supply Service by a prospective End-Use Customer or a group of prospective End-Use Customers located in the same area, the Utility will extend without charge its distribution main to provide the service, provided that:

- a. the Utility's estimate of its Non-Gas Cost Revenue from such Gas Supply Services provided to the prospective End-Use Customer(s) for a period of five and one-half (5.5) years is equivalent to or in excess of the Utility's estimate of the cost of providing such facilities, and;
- b. the prospective patronage or demand is, in the Utility's sole judgment of such permanency as to warrant the capital expenditure involved.

3.6.2 If the cost of the distribution main extension necessary to provide the Gas Supply Service requested exceeds the "without-charge limit" described in the paragraph above, the Utility may require either a deposit or adequate provision of the payment of an extension deposit equal to the cost of the distribution main extension in excess of the without-charge limit.

- 3.6.3 Any extension deposit accepted by the Utility shall be subject to refund until six years after the completion of such extension. For each End-Use Customer connected to the extension within that six year period, the Utility shall refund an amount by which five and one-half (5.5) times the estimated annual Non-Gas Cost Revenue for gas appliances actually installed exceeds the estimated cost of connecting such End-Use Customer. At no time shall the aggregate refund made to any depositor exceed the amount of extension deposit received from such depositor.
- 3.6.4 The following extension requests shall be submitted to the Indiana Utility Regulatory Commission for investigation and determination as to the convenience and necessity of such extension, and if so required, the conditions under which they shall be made: (a) instances where, in the Utility's sole judgment, the extension is of such length and the prospective Non-Gas Cost Revenue which may be developed by it is so meager as to make it doubtful that the Non-Gas Cost Revenue from the extension would ever pay a fair return on the investment involved; or (b) requests for an extension to a real estate development with slight or irregular service and requiring extensive equipment.
- 3.6.5 The Utility shall not be required to make a distribution main extension under Section 3.6.1 unless the End-Use Customer(s) to be initially served by such extension have entered into an agreement with the Utility setting forth the obligations and commitments of the parties, which may require the End-Use Customer(s) to provide a satisfactory guaranty to the Utility of the performance of the End-Use Customer's obligations.

4. BILLING AND PAYMENT OF BILLS

4.1 WHEN ISSUED AND DUE DATES

The Utility will issue bills to End-Use Customers on a monthly basis for the applicable Utility Services ~~both Gas Delivery and Gas Supply Services.~~ Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed pursuant to 170 IAC 5-1-13(B)(2). When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

4.2 PAYMENT PLANS

The Utility shall provide various billing plans whereby alternative payment options are available.

- 4.2.1 The Utility ~~may~~ shall provide a budget plan for payment of Utility Services bills by the End-Use Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The annual amount actually paid by the End-Use Customer shall be balanced with the annual amount of gas usage actually billed to the End-Use Customer and any difference shall be paid by (or credited to) End-Use Customer.

- 4.2.2 The Automatic Bank Deduction Plan shall be a payment plan whereby the Combined Bill billed amount is deducted each month from the End-Use Customer's checking account by the End-Use Customer's authorized financial institution. The Utility shall continue to provide to the End-Use Customer a monthly bill.

4.3 APPLICATION OF COMBINED BILL PAYMENT

- 4.3.1 The Utility shall prorate Combined Bill payments based upon billed charges for applicable active Utility Services and apply payments first to the oldest outstanding charges for Utility Services and then to current charges pertaining to Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.
- 4.3.2 An End-Use Customer may direct Combined Bill payments by contacting the Utility prior to the due date. For all other payments the Utility is not obligated to direct payments.
- 4.3.3 Payments in excess of the charges for applicable active Utility Services will be applied to inactive Utility Service balances and prorated according to the balances of the inactive Utility Services.

4.3.4 CORRECTION OF ERRORS

When an error is discovered in any billing or when billing is omitted, the Utility may adjust such error to the known date of error, but in any event within not more than twelve (12) Months from the date of such billing. Whenever it is discovered a Meter is not recording within the limits of accuracy as prescribed by the I.U.R.C. Rules, an adjustment of the individual billings shall be made for a period of one-half of the time elapsed since the previous Meter test, or one year, whichever period is shorter.

4.54 ESTIMATED METER READINGS

When for good cause, pursuant to 170 IAC 5-1-13(C), a Meter is not read on a normal interval, an estimated Meter reading shall be used and so identified on the bill. An estimated Meter reading for an End-Use Customer's bill will be determined by adding the End-Use Customer's calculated Gas consumption during the billing period to the Meter reading at the beginning of the billing period.

4.6 DELINQUENCY AND RELATED CHARGES

If payment for a Utility Services bill from an End-Use Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

- 4.56.1 All charges follow the End-Use Customer and moving from one Premises to another in no way absolves the End-Use Customer from any End-Use Customer unpaid charges incurred at a previous location. In the case of leased property, the Landlord End-Use Customer shall be responsible to the Utility for payment of the Utility Services bill, even though the tenant may pay it.

- 4.65.2 The Utility may add a late payment charge to an End-Use Customer's delinquent Utility Services bill; such charge will be ten percent (10%) on the first three dollars (\$3.00) of

Gas Supply and Gas Delivery Services charges-~~(\$3.00)~~ and three percent (3%) on the amount in excess of three dollars ~~(\$3.00)~~.

4.56.3 A single charge may be made for each making a visit to the End-Use Customer's premises to collect a delinquent account for applicable Utility Services; such charge to the End-Use Customer shall be pursuant to the Delinquent Account Collection Charge reflected on Gas Rate No. A5.

4.56.4 A single charge may be made for handling a single check from an End-Use Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Bad Check Charge reflected on Gas Rate No. A5.

4.76 MASTER METER CONVERSION

The Utility may elect, with the consent of the End-Use Customer, to replace the several Meters in the contiguous complex of an End-Use Customer with a Master Meter. Such Master Meter for billing purposes shall be computed on the basis of a single End-Use Customer.

4.87 FRAUDULENT OR UNAUTHORIZED USAGE

Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services, the Utility may, after estimating the volume of Gas Delivery and/or Gas Supply Services so used:

4.87.1 Immediately disconnect such Gas Delivery and/or Gas Supply Services without notice pursuant to Rule 8.3.

4.87.2 Bill and demand immediate payment from the person benefiting from such device or scheme: the actual cost of Gas used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.

4.8.34.7.3 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Utility's reasonable and customary estimate thereof.

5. METERING AND RESALE

5.1 MULTIPLE METER INSTALLATIONS

Except in the case of a Consolidated Account, if the Utility owns and installs more than one Meter on the End-Use Customer's premises, except for the convenience of the Utility, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate End-Use Customer.

5.2 RESALE OF GAS

The Gas supplied to an End-Use Customer incident to any Gas Delivery and/or Gas Supply Service shall not be remetered or submetered for resale in whole or in part.

5.2.1 The sale for resale provision under any of the Gas Delivery and/or Gas Supply Service rates of the Utility specifically does not apply when the resale is for the limited purpose of providing compressed natural Gas to entities outside the jurisdiction of the Indiana

Utility Regulatory Commission for use in appropriately equipped natural gas powered vehicles.

5.3 METER CHANGE AND TESTING

The Meter is the property of the Utility and is periodically tested. The Meter may be read, removed, changed, or replaced at any reasonable time at the discretion of the Utility.

5.4 METERING PRESSURES

Unless otherwise agreed to by the End-Use Customer and the Utility, all Gas sold shall be metered at a normal gauge pressure of six (6) inches of water, but shall not vary more than fifty percent (50%) above or below said normal pressure. In addition, the maximum pressure on any day shall never be greater than twice the normal minimum pressure that day. When Gas is supplied at a different pressure, the Gas consumption as indicated by the Meter shall be corrected to the equivalent quantity of Gas measured at six (6) inches of water.

5.5 BTU CONTENT

Gas sold within the Utility's system shall have a monthly average total heating value of approximately 1,000 BTU per cubic foot of Gas.

5.5.1 The billing unit, for the purpose of billing Gas consumption, shall be one Therm on the measurement basis specified in Rule 5.5.2 below.

5.5.2 The unit of volume for the purpose of measurement at the End-Use Customer's Meter shall be one (1) cubic foot of Gas at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 14.54 pounds per square inch, dry.

5.6 PROVIDING SPACE FOR EQUIPMENT

The End-Use Customer shall provide a suitable space satisfactory to the Utility for the Meters, regulators, and other equipment necessary to provide Gas Delivery and/or Gas Supply Services. Said space shall be readily accessible to employees of the Utility, and shall be kept free of foreign materials and maintained in a sanitary condition by the End-Use Customer.

5.7 EQUIPMENT OWNED BY UTILITY

The Meter, meter connections, and service piping from the main to the Meter, and any extension thereof including Yard Lines installed at Utility cost, shall belong to the Utility and will be installed, repaired, adjusted, or removed only by employees of the Utility or its agent regardless of whether any charges for service piping have been paid by the End-Use Customer.

5.8 AUTOMATED METER READING EQUIPMENT

Certain End-Use Customers, excluding residential, may elect or may be required to have installed, at the End-Use Customer's expense, Automated Meter Reading equipment, consisting of hardware attached to the End-Use Customer's Meter, that transmits regularly scheduled Meter readings to Utility's AMR system. AMR data will be made available to the End-Use Customer electronically as well as to its 3rd Party Supplier (with the End-Use Customer's permission). Installation charges and monthly fees will be billed to End-Use Customers through Information Service, under Gas Rate No. A7.

6. SERVICE, EQUIPMENT, AND LIABILITY

6.1 MAINS-SELECTION OF SUPPLY SOURCE

Gas Delivery and/or Gas Supply Services will be rendered to the End-Use Customer from the Utility's nearest main (or from that main from which the End-Use Customer's Premises are most accessible) of sufficient capacity to furnish adequate service.

6.2 SERVICE PIPING FROM MAIN

Gas Service Lines will be installed and maintained by the Utility from the main to the Meter, except as otherwise provided for by written agreement between the End-Use Customer and the Utility. The Utility may require a long-term contract and cash deposit as security for construction cost when unusual construction or equipment cost is necessary to furnish Gas Delivery and/or Gas Supply Services.

6.3 SERVICE OR METER LOCATION CHANGES

Any change of location of Gas Service Lines or Meters at the End-Use Customer's request shall be done only with the consent of the Utility. The Utility or its agent will do the work at the expense of the End-Use Customer.

6.4 END-USE CUSTOMER'S PIPING RESPONSIBILITY

All of the End-Use Customer's piping and equipment and/or accessories thereto necessary to utilize Gas Delivery and/or Gas Supply Services furnished by the Utility shall be installed and belong to the End-Use Customer, and must be maintained at the End-Use Customer's expense. The End-Use Customer shall bring his piping to the Meter outlet for connection to the Utility's piping in a location satisfactory to the Utility. The Utility shall not be liable for any loss, injury, or damage, including death, resulting from the End-Use Customer's use of such equipment or piping, or occasioned by the Gas Delivery and/or Gas Supply Services furnished by the Utility beyond the Meter outlet. All of the End-Use Customer's piping, equipment, and appliance accessories so installed and maintained shall be in accordance with all applicable codes, rules, and regulations of the Utility and any applicable regulatory entities with jurisdiction.

6.5 INSPECTION OF INSTALLATION

The Utility reserves the right to inspect the End-Use Customer's installation, but such inspection, or failure to make inspection, or the fact that the Utility may connect to such installation at the delivery point, shall not make the Utility liable for any loss, injury, or damage, including death, which may be occasioned by the End-Use Customer's use of such equipment or piping of the Utility's service unless due to the sole negligence of the Utility. Failure to comply with the Utility's reasonable request to make an inspection shall be grounds for the Utility to discontinue service with notice to the End-Use Customer pursuant to rule 8.4.

6.6 EASEMENT – THIRD PARTY PROPERTY

The End-Use Customer agrees to make available without cost to the Utility, an easement for access to End-Use Customer's dwelling or other structure in the event the Gas Service Lines must pass through the property of third parties. In the event the End-Use Customer is unable or unwilling to furnish such easement upon request, the Utility shall be relieved of the responsibility of installing the Gas Service Lines or of furnishing Gas to the End-Use Customer.

6.7 LIMITATIONS OF GAS SERVICE

The Utility reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict, or refuse service which will result in unreasonable demands on its distribution system, production capability, contractual requirements of supply, transportation and storage from other companies, or which will jeopardize service to existing End-Use Customers.

7. UTILITY AND END-USE CUSTOMER OBLIGATIONS

7.1 UTILITY'S OBLIGATIONS

7.1.1 The Utility will endeavor to furnish continuous Gas Delivery and/or Gas Supply Services to the End-Use Customer, but does not guarantee uninterrupted service, and shall not be liable for loss, injury, or damage resulting from any interruptions, failures, or deficiencies in service, or any other cause occasioned by reason of accidents, emergencies, strikes, acts of God, legal process or procedure, federal, state, or municipal action or interference, extraordinary repair, or for any cause whatsoever not within the reasonable control of the Utility.

7.1.2 Whenever Gas Delivery and/or Gas Supply Services are interrupted or limited by the Utility, in an emergency due to Curtailment or in normal operations, such interruption or limitation shall not constitute a breach of contract nor shall it invalidate any of the covenants of the contract.

7.2 END-USE CUSTOMER'S OBLIGATIONS

7.2.1 The End-Use Customer shall install and maintain all piping, appliances, and equipment which is not the property of the Utility, as described in Rule 5.7 of these rules, in the condition required by applicable codes adopted by the governmental authorities having jurisdiction and in a manner approved by the Utility. The End-Use Customer shall use such piping, appliances, and equipment so as not to disturb the Utility's service to other End-Use Customers.

- 7.2.2 In the event of loss damage to the property of the Utility through misuse by, or the negligence of, the End-Use Customer or agents and employees of the same, the End-Use Customer shall reimburse the Utility for the cost of the necessary repairs or replacement thereof.
- 7.2.3 The End-Use Customer shall provide Utility's employee or agent access to the End-Use Customer's or other users Premise at all reasonable hours, and at any time in the event of an emergency, to inspect, read, repair, or remove its Meters and other property, and to inspect the appliances and piping installed for connection or connected to the Gas Service Line on the End-Use Customer's Premise.
- 7.2.4 No person other than an employee or agent of the Utility shall be permitted to reestablish the flow of Gas to an End-Use Customer's Gas Service Line(s) after a shut-off by the Utility or other governmental authorities having jurisdiction.
- 7.2.5 The End-Use Customer shall hold the Utility harmless for any loss, cost, damage, or expense to any party, resulting from the use or presence of Gas or gas appliances upon the End-Use Customer's Premises unless due to the sole negligence of the Utility.
- 7.2.6 The benefits of and the responsibility for Gas Delivery and/or Gas Supply Services shall commence when the Utility initiates service pursuant to an application for the same, and shall be binding upon the End-Use Customer, the End-Use Customer's heirs, personal representatives, or successors in interest until such service is discontinued pursuant to Rule 8; provided, however, discontinuance of Gas Delivery and/or Gas Supply Services shall not relieve the obligation to make payment for service so rendered by the Utility, nor shall discontinuance of Gas Delivery and/or Gas Supply Services relieve the obligation to provide the Utility access to its Meters or other property.
- 7.2.7 Upon written request by the Utility, the End-Use Customer will correct any unsafe or unsanitary conditions affecting Gas Service Lines, Meter reading, or inspection of such Gas Service Lines on the End-Use Customer's Premises including but not limited to the presence of vicious dogs or other animals, hazardous steps or other access to Utility equipment, the accumulation of debris, refuse, or filth on or adjacent to Utility equipment. If such condition is not corrected within thirty (30) days of such written request, the Utility may initiate discontinuance of service pursuant to Rule 8.3.

8. DISCONTINUANCE OF SERVICE

8.1 END-USE CUSTOMER REQUEST

An End-Use Customer shall notify the Utility at least three (3) working days prior to the date such End-Use Customer desires its Gas Service Line to be disconnected, and the Utility shall have three (3) working days thereafter to make such disconnection. The End-Use Customer will be responsible for the payment of all bills for Gas Delivery and/or Gas Supply Services used while the account is in the End-Use Customer's name prior to expiration of such three (3) working day period.

8.2 DISCONNECTION OPTION

When an End-Use Customer requests disconnection at a Gas Service Line location, the Utility may, at its option, discontinue service by either physically turning off the Gas Service Line, or when requested by the new applicant at the same service location, by obtaining a Meter reading and leaving the Gas Service Line on in the name of the new Applicant.

8.3 DISCONNECTION BY UTILITY WITHOUT NOTICE

The Utility may discontinue Gas Delivery and/or Gas Supply Services to the End-Use Customer without request by the End-Use Customer and without notice, and may remove any of its property from the End-Use Customer's Premises without legal process for any one of the following reasons:

8.3.1 Where a condition dangerous or hazardous to life, physical safety, or property exists.

8.3.2 Upon order by any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority, or upon written instruction by a law enforcement agency acting within its jurisdiction pursuant to Indiana Code 35-45-5-4(c).

8.3.3 A fraudulent or unauthorized use of Gas is detected and the Utility has reasonable grounds to believe the affected End-Use Customer is responsible for such tampering.

8.3.4 Where the Utility's equipment has been tampered with and the Utility has reasonable grounds to believe that the affected End-Use Customer is responsible for such tampering.

8.3.5 Detection of a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services as defined by Indiana Code 35-43-5-6.

8.4 DISCONNECTION BY UTILITY WITH NOTICE

The Utility may discontinue Gas Delivery and/or Gas Supply Services to the End-Use Customer after seven (7) days written notice; however, in the case of a Residential End-Use Customer, and subject to Rule 8.5, said written notice shall be fourteen (14) days, which notice shall be deemed received by the End-Use Customer on the day after mailing by the Utility, in accordance with the I.U.R.C. Rules for any one of the following reasons:

- 8.4.1 A violation of the requirements of its Gas Delivery and/or Gas Supply Services or any failure to comply with applicable codes, rules, or regulations regarding Gas Delivery and/or Gas Supply Services.
- 8.4.2 Nonpayment of a delinquent bill.
- 8.4.3 Refusal or failure when requested to make a cash deposit or an increased cash deposit, to assure payment of bills.
- 8.4.4 When the Utility has reasonable evidence that an End-Use Customer who is indebted to the Utility for Gas Delivery and/or Gas Supply Services at his present or other location is receiving Gas Delivery and/or Gas Supply Services under the same or a different name and the Utility has good reason to believe the End-Use Customer is attempting to defraud the Utility.
- 8.4.5 A Residential End-Use Customer shall not be disconnected for indebtedness incurred for Gas Delivery and/or Gas Supply Services at a different location if such bill has remained unpaid for less than forty-five (45) days.

8.5 HOME ENERGY ASSISTANCE

Except as provided in Section 8.3, the Utility shall not disconnect residential Gas Service Line, without an End-Use Customer request, from December 1 through March 15 if:

- 8.5.1 The Residential End-Use Customer is either receiving or is eligible for and has applied for assistance under the Home Energy Assistance Program pursuant to Indiana Code 4-4-33 or such program, if any, that may replace it.
- 8.5.2 The Residential End-Use Customer has completed an application for Home Energy Assistance and has provided the Utility with proof of said application, or the Utility has been notified in writing by the agency handling the state's Home Energy Assistance Program.

8.6 NOTIFICATION TO THIRD PARTY

Residential End-Use Customer may request the Utility notify a pre-designated third party of a Gas Utility Service Line disconnection notice issued to the Residential End-Use Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the pre-designated third party, by mail, of the pending Utility sService disconnection at the time the Utility renders the disconnection notice to the Residential End-Use Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential End-Use Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

8.7 VALIDITY OF CONTRACT

Discontinuance of Gas Delivery and/or Gas Supply Services, as provided for in Sections 8.1, 8.2, 8.3, and 8.4 shall not relieve the Residential End-Use Customer from liability of unpaid bills, or from the responsibility to provide access to the Utility's Meters or other property, and the Utility shall have the right to enforce any contract notwithstanding such discontinuance.

8.8 NON-AVAILABILITY OF GAS

If the supply of available Gas diminishes to the point where continuous service to other End-Use Customers is threatened by service to Commercial or Industrial End-Use Customers, the Utility may discontinue or limit Gas Delivery and/or Gas Supply Services to any such Commercial or Industrial End-Use Customer in accordance with the provisions of Sections 10, 11, or 12 irrespective of any contracts in force.

9. RECONNECTION OF SERVICE

9.1 REQUIREMENTS AND CHARGES

Before restoration of any Gas Service Line discontinued for any of the reasons set forth in the Gas Delivery and/or Gas Supply Services rate schedules, the following applicable conditions shall be complied with, and a charge may be made sufficient to reimburse the Utility for its costs of disconnecting and reconnecting the Gas Service Line; such charge shall be pursuant to Gas Rate No. A5.

9.1.1 The violation of its Gas Delivery and/or Gas Supply Services rate schedules shall be corrected.

9.1.2 Full payment or satisfactory arrangements for the payment of all bills for Gas Delivery and/or Gas Supply Service then due must be made.

9.1.3 A cash deposit as guarantee for payment of all future Gas Delivery and/or Gas Supply Service bills shall be made.

9.1.4 Estimated amounts due the Utility by reason of any fraudulent use of Gas must be paid and a cash deposit to guarantee the payment of future bills shall be made.

9.2 SAME PARTY WITHIN ONE YEAR

Except as provided in Section 9.3, below, when reconnection of Gas Service Line at the same Premise is requested by an End-Use Customer within one year following disconnection of Gas Service Line at the request of that End-Use Customer, a charge for restoration of Gas Service Line may be made. Such charge shall be the greater of:

- a. Reconnect/Disconnect Charges as reflected on Gas Rate No. A5; or
- b. The sum of the Facilities Charges and demand charges, as prescribed by the applicable Gas Delivery Service rate schedules, for each Month the Gas Service remained discontinued.

9.3 RECONNECTION OF CUT AND CAPPED SERVICE

When reconnection of Gas Service Line is requested for a Gas Service Line that has been cut and capped, a charge may be made sufficient to reimburse the Utility for its costs of service restoration from the Meter location to an active gas main.

10. PROTECTION OF SYSTEM INTEGRITY

10.1 ATTEMPT TO MINIMIZE IMPACT

Non-Economic Operational Flow Orders, interruptions, and Curtailments are designed for use at times when the Utility, due to unforeseen conditions, must take action to protect the integrity of its system. When employing one or more of these actions, the Utility will make every safe and feasible attempt to minimize the impact to its End-Use Customers.

10.2 ORDER OF ACTION

To the extent circumstances permit, the following will be the order of actions taken by the Utility to protect its system integrity. Non-Economic Operational Flow Orders, consistent with Section 12.4, will be issued by the Utility as a first step in protecting the operational integrity of its system. Depending upon the time of year, level of overall system demand, and available gas supply volumes, a Non-Economic Operational Flow Order may be sufficient to remedy any problem that may occur. The second step to be taken by the Utility is Curtailment, consistent with Section 11.

10.3 RESUME NORMAL OPERATIONS

Once the Utility has determined that there no longer is a threat to system integrity, the Utility will begin notifying affected End-Use Customers and 3rd Party Suppliers that the previously described actions are no longer necessary and that they may resume normal operations.

11. CURTAILMENT

The Utility may order Curtailment for operating reasons (e.g., malfunction of City Gate station, malfunction of critical valve) to protect the Utility's system; when it becomes apparent gas supplies will be insufficient and protection of all essential human needs uses is contingent upon Curtailment of other uses; and, for any other reasons, as described in Rule 7.1

11.1 NOTICE

The Utility will give reasonable notice, but not less than thirty minutes, of Curtailment in accordance with the applicable provisions of applicable Gas Delivery Service rate schedules.

11.2 PENALTIES

In the event an End-Use Customer fails to comply with any Curtailment notice or order of the Utility for the End-Use Customer to reduce its hourly or daily use of Gas, the End-Use Customer may be subject to Non-Performance Charge provisions pursuant to the Gas Rate No. A4 - Non-Performance Charge, for all Gas volumes delivered in variance from the quantity ordered by the Utility.

11.3 ORDER OF CURTAILMENT

In effecting any such Curtailment, the Utility shall be entitled to curtail gas deliveries to any Commercial or Industrial End-Use Customer, other than Human Needs Customers, to a level equivalent to 15% of the End-Use Customer's Daily Gas Supply Nomination. The Utility shall first curtail or discontinue Gas Delivery and/or Gas Supply Service to End-Use Customers served under Rate Schedule D5 and D9 that commonly use large quantities of Gas and are not engaged in an activity essential to health or safety, and where Gas not delivered can be readily utilized by the Utility to reduce any deficiency in the Gas Supply to all Human Needs Customers. If further curtailments are necessary, the Utility shall next curtail or discontinue Gas Delivery and/or Gas Supply Service to End-Use Customers served under Rate Schedules D3 and D4 that are not engaged in an activity essential to health or safety, and where Gas not delivered can be readily utilized by the Utility to reduce any deficiency in the Gas Supply to all Human Needs Customers.

In the event of a gas supply shortage or interruption, the Utility may use the Gas volumes nominated and delivered by 3rd Party Suppliers to supply essential Human Needs Customers requirements. For all Gas so used, the Utility will pay the 3rd Party Supplier its demonstrated cost of Gas.

12. CITIZENS ENERGY SELECT

12.1 ELIGIBILITY

All End-Use Customers served under Gas Rate Nos. D3, D4, D5 and D9 are eligible to select a 3rd Party Supplier to provide them gas supply service as part of a Supplier Group.

12.1.1 SUPPLIER GROUP CHARACTERISTICS

Each Supplier Group will consist of Commercial and Industrial End-Use Customers that are a Single Account, Consolidated Account, or Aggregated Group. All accounts in the Supplier Group will have either chosen the Basic Delivery Service Option and installed Automated Meter Reading devices, or they will receive Standard Delivery Service. Each Supplier Group is administered individually by a 3rd Party Supplier for nomination and supply purposes. Basic Usage Imbalances of accounts in each Supplier Group are netted daily and monthly, as appropriate, for Commercial and Industrial End-Use Customers choosing the Basic Delivery Service Option. Usage Imbalances of accounts in each Supplier Group receiving Standard Delivery Service are netted monthly.

12.2 SIGN-UP AND CONFIRMATION

End-Use Customers in Supplier Groups will be required to confirm via e-mail an electronic Gas Delivery Service Agreement at least 21 days prior to the first day of the billing cycle when 3rd Party Supplier gas supply services commence. Upon End-Use Customer confirmation, Citizens Gas shall provide one 24-Month summary of End-Use Customer's usage by Meter to 3rd Party Suppliers. The information will be provided to 3rd Party Suppliers for the sole purpose of arranging to provide Gas supply services.

12.2.1 END-USE CUSTOMERS IN SUPPLIER GROUP BILLING CYCLE

End-Use Customers in Supplier Groups will be billed in the last billing cycle of the month. When an End-Use Customer receives 3rd Party Supplier gas supply services for the first time, the End-Use Customer's first bill may be for a longer or shorter number of days than is customary.

12.2.2 SWITCHING 3RD PARTY SUPPLIERS

End-Use Customers may switch 3rd Party Suppliers under Citizens Energy Select only on the first day of the billing cycle. 3rd Party Suppliers signing up new End-Use Customers in Supplier Groups will follow the same sign up procedures as for new End-Use Customers. A 3rd Party Supplier will notify the Utility of any End-Use Customer additions at least 21 days prior to the first day of the following bill cycle. End-Use Customers switching 3rd Party Suppliers, or 3rd Party Suppliers requesting to move End-Use Customers between its Supplier Groups will be subject to Switching Charges. End-Use Customers switching to a 3rd Party Supplier from Utility Gas Supply Service may do so at no charge. End-Use Customers are only eligible to return to Utility Gas Supply Service once in any 12-Month period, and will be subject to Switching Charges.

12.2.3 RETURN TO UTILITY GAS SUPPLY SERVICE

Once each 12-Month period, upon 21 days' notice to the Utility, End-Use Customers in Supplier Groups may elect to return to Utility Gas Supply Service on the first day of the following billing cycle, if Gas supply and pipeline capacity is available. End-Use Customers returning must remain on Utility Gas Supply Service for a minimum of one billing cycle. Any such changes will not affect the obligations under any contract between the End-Use Customer and 3rd Party Supplier.

12.3 SUPPLY ADMINISTRATION

3rd Party Suppliers are responsible for supply administration. Supply administration includes, but is not limited to providing Daily Gas Supply Nominations, ensuring Daily Gas Supply Deliveries, and managing balancing requirements.

12.3.1 GAS SUPPLY NOMINATIONS AND SCHEDULING

3rd Party Suppliers of Supplier Groups are required to provide an estimate of Daily Gas Supply Nominations to the Utility for the following Month, by no later than 5 calendar days prior to the beginning of the Month. All Daily Gas Supply Nominations and Daily Gas Supply Deliveries must include the allowances for Unaccounted-For Gas and Company Use Gas as approved by the Commission in Gas Rate No. S4. Daily Gas Supply Nominations must be reasonable, in the Utility's judgment, based on previously estimated daily nominations and will be accepted at the Utility's discretion. Intra-day nominations will be allowed pursuant to rules of the interstate pipeline.

3rd Party Suppliers will provide Daily Gas Supply Nominations to the Utility. All nominations shall include at a minimum: name of 3rd Party Supplier, name and phone number of individual submitting the nomination, pipeline transportation contract number, applicable Supplier Group, date for which nomination applies, and type of nomination submitted.

On a seasonal basis, 3rd Party Suppliers of Supplier Groups are required to provide a specified percent of their Daily Gas Supply Nominations on the Panhandle Eastern Pipe Line and the remainder of their Daily Gas Supply Nominations on the other pipelines connected to the Utility's system (in any combination). For purposes of this section, deliveries on Rockies Express Pipeline and Heartland Gas Pipeland should be considered as one delivery point. Subject to the terms of the Settlement Agreement in Cause No. 41605, the Utility will allow, on a first-come, first served basis, End-Use Customers with annual usage greater than 1,000,000 Therms, to notify the Utility, in writing, of an intent to nominate volumes that do not comply with the previously stated requirement of equal nomination amounts on all interstate pipelines connected to the Utility's distribution system, pursuant to Gas Rate Nos. D5 and D9.

Season	Panhandle Eastern Pipeline	Other Pipelines Connected to the Utility's System
Winter (November – March)	50%	50%
Shoulder (April and October)	Up to 75%	Up to 75%
Summer (May – September)	Up to 100%	Up to 100 %

12.3.2 GAS SUPPLY DELIVERIES AND IMBALANCE PROVISIONS

Daily Gas Supply Nominations and Daily Gas Supply Deliveries must be equal for End-Use Customers in Supplier Groups to avoid Delivery Imbalances, subject to Non-Performance Charges.

Usage Imbalances will be netted on a monthly basis, and Basic Usage Imbalances will be netted on a daily basis, within a single Supplier Group. Netted Usage Imbalances and Basic Usage Imbalances are subject to provisions of Usage Balancing Service and Basic Usage Balancing Service, and Non-Performance Charges.

12.3.3 3RD PARTY SUPPLIER DEFAULT

3rd Party Suppliers will be considered in default if three (3) days have elapsed and no Daily Gas Supply Deliveries are made on behalf of applicable End-Use Customers. Gas volumes consumed by End-Use Customers during the three (3) day period will be subject to Non-Performance Charges, Gas Rate No. A4 and billed to 3rd Party Suppliers. 3rd Party Suppliers in default will forfeit the right to provide gas supply services to End-Use Customers. If a 3rd Party Supplier defaults, starting on the fourth day of default, End-Use Customers will be provided Variable-Rate Gas Supply Service, Gas Rate No. S1.

12.4 NON-ECONOMIC OPERATIONAL FLOW ORDERS

The Utility, in its discretion, shall have the right to issue a Non-Economic Operational Flow Order ("OFO") during a Critical Period. A Critical Period may be declared by the Utility at any time a material and significant threat to the operational integrity of the Utility's system occurs, or there is a reasonable basis to anticipate a threat will occur.

12.4.1 CONDITIONS

Such conditions include, but are not restricted to operation of any area of the Utility's system at or near design capacity; failure or operational constraint of the Utility's transmission, distribution or gas storage facilities; system pressure, affected by pipeline delivery pressures or other unusual conditions; declaration of an operational flow order or equivalent by pipelines supplying Gas to the Utility's distribution system; or under deliveries from 3rd Party Suppliers.

12.4.2 NOTICE

Notice of the Non-Economic OFO will be given as far in advance as practicable, but not less than two hours prior to the effective time, using reasonable efforts to notify affected 3rd Party Suppliers.

12.4.3 PROVISIONS

Each Non-Economic OFO notification will contain the following provisions, to the extent possible: time and date of issuance; time that the Non-Economic OFO is considered to be effective; duration of the Non-Economic OFO; if no duration is specified, the Non-Economic OFO will be effective until further notice; the party or parties receiving the Non-Economic OFO; the condition requiring the Non-Economic OFO; the conduct or actions required to remedy the operating condition requiring the issuance of the Non-Economic OFO; and any other terms the Utility may reasonably require to ensure the effectiveness of the Non-Economic OFO.

12.4.4 REQUIREMENTS

A Non-Economic OFO may require a 3rd Party Supplier to deliver for End-Use Customer use a specified quantity of Gas to a designated point of receipt. The specified quantity will be based on each End-Use Customer's expected usage, and will be between zero and the End-Use Customer's Maximum Daily Quantity.

12.4.5 PENALTIES

Failure to comply with a Non-Economic OFO will result in the application of the Non-Economic OFO imbalance charges specified in Basic Usage Balancing Service, or Non-Performance Charges, for all Gas volumes delivered in variance from the quantity ordered by the Utility.

12.5 END-USE CUSTOMER BILLING AND PAYMENT

Bills will be issued Monthly by the Utility, for both Gas Delivery and Gas Supply Services. Charges for Administrative Services provided to End-Use Customers will be provided in separate Monthly bills issued by the Utility. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

12.5.1 End-Use Customers returning to Utility Gas Supply Service may do so at the Utility's discretion, but may be required to pay a deposit pursuant to Section 3.

12.5.2 The Automatic Bank Deduction Plan shall be a payment plan whereby the billed amount is deducted each Month from the End-Use Customer's checking account by the End-Use Customer's authorized financial institution. The Utility shall continue to provide to the End-Use Customer a Monthly bill containing all appropriate charges for Gas Delivery and/or Gas Supply Services.

12.6 LIABILITY

The Utility shall not be deemed to be in control and possession of 3rd Party Supplier or End-Use Customer Gas until such Gas has been delivered to the Utility at the City Gate. Gas shall be and shall remain the property of the End-Use Customer while being delivered by the Utility. The End-Use Customer shall be responsible for maintaining all insurance it deems necessary to protect any property interests in such Gas, during and after receipt by Utility.

12.7 SUPPLIER BILLING AND PAYMENT

Charges for all Administrative Services provided to 3rd Party Suppliers will be billed Monthly. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day. A 3rd Party Supplier not remitting payment within thirty (30) days will be subject to late payment charges of 10%. Any 3rd Party Supplier not remitting payment within sixty (60) days will be in default and may be subject to disqualification for provision of gas supply services to End-Use Customers.

13. SUPPLIER ACCESS REQUIREMENTS

13.1 BUSINESS REGISTRATION/OWNERSHIP AFFILIATIONS

13.1.1 Any person seeking to become a 3rd Party Supplier (referred to as "Supplier Applicant" for purposes of Section 13) must file an application containing the following information:

- a. Supplier Applicant's name, federal tax identification number, business address, telephone number, facsimile number, and e-mail address;
- b. Supplier Applicant's ownership structure, including parent, subsidiaries and affiliated companies; and,
- c. The names, addresses and telephone numbers of two (2) financial institution credit references, and two (2) trade credit references, along with a brief description of the relationship and high credit amount (in the most recent twelve (12) Months) associated with each relationship.

13.1.2 Application must be accompanied by:

- a. Audited financial statements (balance sheets, income statements, and cash flow statements) of the Applicant for the last two (2) years;
- b. Proof of creditworthiness satisfactory to Utility to protect against damages resulting from the Supplier Applicant's failure to deliver Gas to End-Use Customers and to assure payment of any charges for any such failure, which may include at Utility's option an irrevocable letter of credit or financial guaranty from the Supplier Applicant in the amount of \$250,000, or two (2) times the value of the highest monthly Gas usage of the Supplier Applicant's aggregated End-Use Customers, whichever is greater. The Utility may request that qualified 3rd Party Suppliers increase the level of the letter of credit or financial guaranty should the reported value of the 3rd Party Suppliers' aggregated End-Use Customers' Gas usage increase by greater than 25%;
- c. A copy of the Supplier Applicant's most recent Dun & Bradstreet "Comprehensive Report," and
- d. An application fee of \$1,000.

13.1.3 Utility shall have sole discretion to determine creditworthiness based on the above criteria, but will not deny creditworthiness without reasonable cause.

13.2 3rd PARTY SUPPLIER AGREEMENT WITH UTILITY

- 13.2.1** Upon approval of the 3rd Party Supplier's application, the 3rd Party Supplier agrees to deliver Gas, on behalf of 3rd Party Supplier's End-Use Customers in accordance with, and to abide by, the Utility's requirements and procedures for supplying Gas to End-Use Customers contained herein.
- 13.2.2** If 3rd Party Supplier fails to deliver Gas in accordance with its End-Use Customer's requirements for such service, Utility shall, if necessary, provide Gas on a temporary basis to the affected customer(s) and shall bill the 3rd Party Supplier the Non-Performance Charges as reflected on Gas Rate No. A4.

13.3 END-USE CUSTOMER PROTECTION - FAIR MARKETING PRACTICES

- 13.3.1** 3rd Party Suppliers shall refrain from engaging in communications or practices with End-Use Customers that are discriminatory, predatory, fraudulent, deceptive or misleading.
- 13.3.2** 3rd Party Suppliers shall act in good faith to assist End-Use Customers requesting to be switched to alternative 3rd Party Suppliers, subject to the applicable terms of the agreement between the 3rd Party Supplier and the End-Use Customer.
- 13.3.3** A 3rd Party Supplier shall not purport to enroll an End-Use Customer without a valid, written or electronic agreement signed, or confirmed by e-mail, by the End-Use Customer.

13.4 END-USE CUSTOMER PROTECTIONS – END-USE CUSTOMER AGREEMENTS

- 13.4.1** Unless otherwise agreed to by the End-Use Customer, 3rd Party Suppliers shall include in the agreement between the 3rd Party Supplier and End-Use Customer, the following terms:
- a. A description of the End-Use Customer's rights, obligations and responsibilities;
 - b. The term of the agreement;
 - c. A detailed description of all charges for which the End-Use Customer is responsible;
 - d. A clear and concise explanation of how the agreement may be terminated, renewed or extended;
 - e. An assurance that the 3rd Party Supplier will provide thirty (30) days written notice to the End-Use Customer before ceasing to deliver Gas supply to the Utility on the End-Use Customer's behalf pursuant to Section 13.6.1 or 13.6.2;
 - f. A requirement that the 3rd Party Supplier provide sixty (60) days written notice to the End-Use Customer before automatically renewing the End-Use Customer's agreement;
 - g. A description of the 3rd Party Supplier's dispute resolution process.

13.5 END-USE CUSTOMER PROTECTION - RELIABILITY AND DELIVERABILITY PRACTICES

13.5.1 3rd Party Suppliers shall maintain sufficient delivery capability and supply, including backup supply if necessary, to meet the End-Use Customer's requirements, as established in the 3rd Party Suppliers' supply agreement with the End-Use Customers.

13.5.2 3rd Party Suppliers shall comply with the approved Utility Gas Rates.

13.6 END-USE CUSTOMER PROTECTION - DISCONTINUANCE OF SERVICE

13.6.1 Unless otherwise agreed to by the Utility and the End-Use Customer, 3rd Party Suppliers shall provide no less than thirty (30) days prior written notice to the End-Use Customer and the Utility of the termination of a gas supply agreement.

13.6.2 Unless otherwise agreed to by the Utility and the End-Use Customer, 3rd Party Suppliers may cease to deliver gas supply to the Utility on behalf of an End-Use Customer after providing thirty (30) days written notice to the End-Use Customer and the Utility for any one of the following reasons:

- a. A violation of the agreement between the 3rd Party Supplier and an End-Use Customer or any failure to comply with applicable codes, rules or regulations regarding gas service.
- b. Nonpayment of a delinquent bill.

13.7 PENALTIES

13.7.1 A 3rd Party Supplier's right to contract with End-Use Customers with facilities located within the area served by the Utility may be terminated if the Commission or the Utility finds that any 3rd Party Supplier has engaged in fraudulent or misleading communications or practices with respect to its dealing with End-Use Customers.

13.7.2 A 3rd Party Supplier's right to contract with End-Use Customers also may be terminated if the 3rd Party Supplier fails to remit payment for current charges for more than 60 days. Utility may draw on the 3rd Party Supplier's letter of credit or enforce the financial guaranty to recover unpaid charges to the Utility.

13.7.3 Should a 3rd Party Supplier's right to contract with End-Use Customers be terminated, any affected End-Use Customers automatically will be provided Gas Supply Service under Gas Rate No. S1 – Variable - Rate Gas Supply Service, unless End-Use Customer otherwise makes arrangements with another 3rd Party Supplier.

13.8 END-USE CUSTOMER INFORMATION

13.8.1 In the absence of the express consent by an End-Use Customer, 3rd Party Suppliers shall not resell or otherwise collect for distribution any information regarding that End-Use Customer with facilities located within the area served by the Utility.

GAS DELIVERY, GAS SUPPLY, AND ADMINISTRATIVE SERVICES

RATES, TERMS AND CONDITIONS

FOR GAS SERVICE WITHIN
MARION COUNTY, INDIANA

Issued By The

Board of Directors for Utilities
of the Department of Public Utilities,
as successor trustee of a public charitable trust,
Doing Business As Citizens Gas
2020 North Meridian Street
Indianapolis, Indiana 46202

Martha D. Lamkin
Chairman and President
Board of Directors

Carey B. Lykins
President, and
Chief Executive Officer

TERMS AND CONDITIONS
I.U.R.C. CAUSE NO. 43975

EFFECTIVE: October 1, 2012

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
<u>DEFINITIONS</u>	1	6
3 rd Party Supplier	1.1	6
Aggregated Account	1.2	6
Applicant	1.3	6
Automated Metering Reading	1.4	6
Balancing	1.5	6
Basic Delivery Service Option	1.6	6
Basic Usage Imbalance	1.7	7
Citizens Energy Select	1.8	7
Citizens Water	1.9	7
City Gate	1.10	7
Combined Bill	1.11	7
Commercial End-Use Customer	1.12	7
Commission	1.13	7
Company Use Gas	1.14	7
Consolidated Account	1.15	8
Critical Period	1.16	8
Curtailment	1.17	8
CWA Authority, Inc.	1.18	8
Daily Gas Supply Deliveries	1.19	8
Daily Gas Supply Nominations	1.20	8
Daily Usage Imbalances	1.21	8
Delivery Charge	1.22	8
Delivery Imbalances	1.23	9
Economic Operational Flow Order	1.24	9
End-Use Customer	1.25	9
Facilities Charge	1.26	9
Gas	1.27	9
Gas Day	1.28	9
Gas Delivery Service	1.29	9
Gas Delivery Service Agreement	1.30	9
Gas Management System or GMS	1.31	10
Gas Service Line	1.32	10
Gas Supply Charge	1.33	10
Gas Supply Service	1.34	10

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
Human Needs Customer	1.35	10
Industrial End-Use Customer	1.36	10
I.U.R.C. Rules	1.37	10
Landlord End-Use Customer	1.38	10
LNG Customer	1.39	11
Master Meter	1.40	11
Maximum Daily Quantity	1.41	11
Meter	1.42	11
Month	1.43	11
Monthly Cash Out	1.44	11
Non-Economic Operational Flow Order	1.45	11
Non-Gas Cost Revenue	1.46	11
Operational Flow Order	1.47	11
Premise	1.48	12
Residential End-Use Customer	1.49	12
Single Account	1.50	12
Standard Delivery Service	1.51	12
Supplier Applicant	1.52	12
Supplier Group	1.53	12
Supply Agent	1.54	13
Therm	1.55	13
Usage Imbalances	1.56	13
Utility	1.57	13
Utility Services	1.58	13
WACOG	1.59	13
Yard Line	1.60	13
 <u>APPLICATION OF TARIFF</u>	 2	 14
Filing and Publication	2.1	14
Written Application or Contract	2.2	14
 <u>DEPOSITS</u>	 3	 15
Residential Deposits	3.1	15
Non-Residential Deposits	3.2	15
Interest on Deposits	3.3	15
Refund of Deposits	3.4	16
Deposit Applied to Bill	3.5	16
Main Extensions	3.6	16

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
<u>BILLING AND PAYMENT OF BILLS</u>	4	17
When Issued and Due Dates	4.1	17
Payment Plans	4.2	17
Application of Combined Bill Payment	4.3	18
Correction of Errors	4.4	18
Estimated Meter Readings	4.5	18
Delinquency and Related Charges	4.6	18
Master Meter Conversion	4.7	19
Fraudulent or Unauthorized Usage	4.8	19
<u>METERING AND RESALE</u>	5	20
Multiple Meter Installations	5.1	20
Resale of Gas	5.2	20
Meter Change and Testing	5.3	20
Metering Pressures	5.4	20
BTU Content	5.5	20
Providing Space for Equipment	5.6	21
Equipment Owned by Utility	5.7	21
Automated Meter Reading Equipment	5.8	21
<u>SERVICE, EQUIPMENT AND LIABILITY</u>	6	21
Mains-Selection of Supply Source	6.1	21
Service Piping from Main	6.2	21
Service or Meter Location Changes	6.3	22
End-Use Customer's Piping Responsibility	6.4	22
Inspection of Installation	6.5	22
Easement – Third Party Property	6.6	22
Limitations of Gas Service	6.7	22
<u>UTILITY AND END-USE CUSTOMER OBLIGATIONS</u>	7	23
Utility's Obligations	7.1	23
End-Use Customer's Obligations	7.2	23
<u>DISCONTINUANCE OF SERVICE</u>	8	24
End-Use Customer Request	8.1	24
Disconnection Option	8.2	25
Disconnection by Utility Without Notice	8.3	25
Disconnection by Utility With Notice	8.4	25
Home Energy Assistance	8.5	26

<u>DESCRIPTION</u>	<u>RULE NO.</u>	<u>PAGE NO.</u>
Notification to Third Party	8.6	26
Validity of Contract	8.7	27
Non-Availability of Gas	8.8	27
<u>RECONNECTION OF SERVICE</u>	9	27
Requirements and Charges	9.1	27
Same Party Within One Year	9.2	27
Reconnection of Cut and Capped Service	9.3	28
<u>PROTECTION OF SYSTEM INTEGRITY</u>	10	28
Attempt to Minimize Impact	10.1	28
Order of Action	10.2	28
Resume Normal Operations	10.3	28
<u>CURTAILMENT</u>	11	28
Notice	11.1	29
Penalties	11.2	29
Order of Curtailment	11.3	29
<u>CITIZENS ENERGY SELECT</u>	12	29
Eligibility	12.1	29
Sign-up and Confirmation	12.2	30
Supply Administration	12.3	31
Non-Economic Operational Flow Orders	12.4	32
End-Use Customer Billing and Payment	12.5	33
Liability	12.6	34
Supplier Billing and Payment	12.7	34
<u>SUPPLIER ACCESS REQUIREMENTS</u>	13	34
Business Registration/Ownership and Affiliations	13.1	34
3 rd Party Supplier Agreement with Utility	13.2	35
End-Use Customer Protection – Fair Marketing Practices	13.3	36
End-Use Customer Protection – End-Use Customer Agreements	13.4	36
End-Use Customer Protection – Reliability and Deliverability	13.5	37
End-Use Customer Protection – Discontinuance of Service	13.6	37
Penalties	13.7	37
End-Use Customer Information	13.8	38

<u>DESCRIPTION</u>	<u>GAS RATE NO.</u>	<u>PAGE NO.</u>
<u>GAS DELIVERY SERVICE RATES</u>		
Residential Domestic Delivery and Supply Service	D1	101
Residential Heating Delivery and Supply Service	D2	102
General Non-Heating Delivery Service	D3	103-103D
General Heating Delivery Service	D4	104-104E
Large Volume Delivery Service	D5	105-105D
Compressed Natural Gas Delivery Service (CNG)	D7	107-107A
High Load Delivery Service	D9	109-109D
<u>GAS SUPPLY SERVICE RATES</u>		
Variable-Rate Gas Supply Service	S1	201
Back-up Gas Supply Service	S2	202
Supply of Last Resort	S3	203
Unaccounted-for Gas and Company Use Gas	S4	204
<u>ADMINISTRATIVE SERVICE RATES</u>		
Supply Administration Services	A1	301
Usage Balancing Service	A2	302-302A
Basic Usage Balancing Service	A3	303-303B
Non-Performance Charges	A4	304
Non-Recurring Charges	A5	305
Reserved for Future Use	A6	306
Information Service	A7	307
Switching Charges	A8	308
<u>OTHER RATES</u>		
Retail Power Generation Gas Service	30	401-401A
Liquified Natural Gas Service	40	402-402A
<u>RIDERS</u>		
Rider A – Current Gas Supply Charges		501
Rider B – Current Gas Supply Charges		502-502C
Rider C – Customer Benefit Distribution		503
Rider D – Normal Temperature Adjustment		504-504B
Rider E – Energy Efficiency Adjustment		505-505A
Rider F – Universal Service Fund		506

1. DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used in any Section of the Utility's Gas Delivery Service, Gas Supply Service, Administrative Services, Rates, and Terms and Conditions for Gas Service, shall have the meanings defined below:

1.1 3RD PARTY SUPPLIER

Any entity, other than the Utility, including End-Use Customer acting as its own Supply Agent, qualified under Section 13 to provide gas supply services within the Utility's service area.

1.2 AGGREGATED ACCOUNT

A single Commercial or Industrial End-Use Customer at a single billing address receiving Gas Delivery Service through multiple Meters supplying multiple Premises, who has elected to combine its multiple Premises for Balancing and bill summarization and presentment purposes. The Gas Delivery Service bill for consumption of each Meter is calculated separately, then consolidated for bill presentment purposes. To qualify as an Aggregated Account, the combined annual Gas consumption measured by the multiple Meters must be greater than 50,000 therms.

1.3 APPLICANT

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof applying to receive, consume or use the Utility's Gas Supply, Gas Delivery or Administrative Services.

1.4 AUTOMATED METER READING OR AMR

All hardware and equipment installed on an End-Use Customer's Premises for the purpose of transmitting a daily Meter reading to the Utility.

1.5 BALANCING

Services provided by the Utility as a part of Gas Delivery Service, that accommodate the usage swings of End-Use Customers.

1.6 BASIC DELIVERY SERVICE OPTION

An option for General Heating, General Non-Heating, Large Volume, and High Load Gas Delivery Service End-Use Customers, which provides for a lower level of balancing service in return for a lower Delivery Charge. Choosing the Basic Delivery Service Option requires the End-Use Customer to have Automated Meter Reading devices installed which will provide a daily meter reading to the Utility. The Utility will make available electronically daily meter reads to the End-Use Customer, and if authorized, its 3rd Party Supplier.

1.7 BASIC USAGE IMBALANCE

The difference between Daily Gas Supply Deliveries and the daily volume of Gas consumed by the End-Use Customer, calculated for a daily period.

1.8 CITIZENS ENERGY SELECT

The program offered by the Utility that provides End-Use Customers with the option of choosing a 3rd Party Supplier for their Gas Supply Service.

1.9 CITIZENS WATER

The Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as trustee of a public charitable trust for the water system, doing business as Citizens Water, 2020 N. Meridian Street, Indianapolis, Indiana 46202, or any professional management firm that has been retained by Citizens Water to operate its water utility facilities and that is acting in its capacity as the agent or representative of Citizens Water.

1.10 CITY GATE

The delivery/receipt point between intra and interstate pipelines supplying Gas to the Utility's gas distribution system.

1.11 COMBINED BILL

A bill issued to an End-Use Customer for any combination of more than one of the Utility Services. A Combined Bill will not be issued to any Gas Rate No. D5 End-use Customer, or an End-Use Customer who chooses to purchase gas supply from a 3RD Party Supplier. Charges for Administrative Services provided to End-Use Customers will be billed separately from Gas Delivery and Gas Supply Services.

1.12 COMMERCIAL END-USE CUSTOMER

End-Use Customers primarily engaged in wholesale or retail trade, service (including five or more households served by a single meter), and any End-Use Customer not directly covered by another service classification.

1.13 COMMISSION

Indiana Utility Regulatory Commission

1.14 COMPANY USE GAS

Gas used by the Utility including compressor facilities fuel, natural gas vehicles, or liquefied natural gas turbine fuel used by the Utility.

1.15 CONSOLIDATED ACCOUNT

A single Commercial or Industrial End-Use Customer receiving Gas Delivery Services through multiple Meters supplying a single Premise. All Gas consumption measured by multiple Meters is combined and billed through a single rate schedule. Only available to Large Volume and High Load Service End-Use Customers. Unless otherwise specified by the Utility, each Meter will receive a separate Facility Charge.

1.16 CRITICAL PERIOD

A period, declared at the discretion of the Utility, during which time unusual conditions jeopardize normal operation of the Utility's system.

1.17 CURTAILMENT

A temporary reduction in Gas usage directed by the Utility for operating reasons, for protection of human needs uses.

1.18 CWA AUTHORITY, INC.

CWA Authority Inc., 2020 N. Meridian Street, Indianapolis, Indiana 46202 or any other professional management firm that has been retained by CWA Authority, Inc. to operate its sewage disposal system and that is acting in its capacity as the agent or representative of CWA Authority, Inc.

1.19 DAILY GAS SUPPLY DELIVERIES

The gas supply volumes submitted to the Utility and scheduled by a pipeline to be delivered to the Utility's City Gate by or on behalf of an End-Use Customer.

1.20 DAILY GAS SUPPLY NOMINATIONS

The gas supply volumes confirmed by a pipeline to be delivered to the Utility's City Gate by or on behalf of an End-Use Customer.

1.21 DAILY USAGE IMBALANCES

The difference between Daily Gas Supply Deliveries and the daily volume of Gas consumed by the End-Use Customer, calculated on a daily basis.

1.22 DELIVERY CHARGE

A rate per unit of Gas consumed by the End-Use Customer, designed to recover fixed and variable costs incurred by the Utility to provide Gas Delivery Service to the End-Use Customer's Meter, not otherwise recovered through the Facilities Charge.

1.23 DELIVERY IMBALANCES

The difference between Daily Gas Supply Nominations and Daily Gas Supply Deliveries on behalf of an End-Use Customer in a Supplier Group.

1.24 ECONOMIC OPERATIONAL FLOW ORDER

A directive issued by the Utility to a 3rd Party Supplier, to closely balance Daily Gas Supply Deliveries with the volume of Gas consumed by the End-Use Customer when, in the Utility's sole discretion, it determines that such a directive is necessary to protect its ability to provide adequate and reliable Gas Supply Service at reasonable costs because there is a significant and substantial price difference between the average of first of the month index prices of the pipelines serving its system, adjusted for appropriate fuel, transportation, and basis, and the average of the daily index prices of the pipelines serving its system, adjusted for appropriate fuel, transportation, and basis.

1.25 END-USE CUSTOMER

An Applicant who has been approved by the Utility to receive, consume, or use the Utility's Gas Delivery Services and/or Gas Supply Services. The term End-Use Customer shall not include 3rd Party Suppliers that may be customers of the Utility for Administrative Services.

1.26 FACILITIES CHARGE

A flat rate per Month designed to recover a portion of the fixed costs incurred by the Utility to provide Gas Delivery Service to the End-Use Customer's Meter.

1.27 GAS

Any vaporized fuel transported on the Utility's gas distribution system. The term shall include, but not be limited to, natural gas, synthetic gas, liquefied natural gas, propane or any mixture thereof.

1.28 GAS DAY

The 24-hour period from 9 a.m. to 9 a.m. Central Clock Time (Houston).

1.29 GAS DELIVERY SERVICE

The transportation of Gas by the Utility from the City Gate to an End-Use Customer's Meter. Gas Delivery Service includes Balancing.

1.30 GAS DELIVERY SERVICE AGREEMENT

The required agreement between the Utility and an End-Use Customer who is provided Gas Supply Services by a 3rd Party Supplier.

1.31 GAS MANAGEMENT SYSTEM OR GMS

All computer hardware and software required to administer customer-specific gas supply transactions.

1.32 GAS SERVICE LINE

A line used to transport gas from Utility mains to End-Use Customer Premises.

1.33 GAS SUPPLY CHARGE

A rate per unit of Gas consumed by the End-Use Customer, designed to recover the cost of Gas and related off-system services, including pipeline transportation and Balancing services, incurred by the Utility to provide Gas Supply Service to the End-Use Customer's Meter.

1.34 GAS SUPPLY SERVICE

The sale of Gas and related off-system services, including pipeline transportation and Balancing services, by the Utility to an End-Use Customer.

1.35 HUMAN NEEDS CUSTOMER

A Residential End-Use Customer, a Commercial End-Use Customer of a residential nature, or any End-Use Customer whose facilities are of a kind where the element of human welfare is the predominant factor or whose facilities are needed to protect or preserve the public health, safety and welfare. Such facilities include, but shall not be limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, certain charitable institutions and day care facilities.

1.36 INDUSTRIAL END-USE CUSTOMER

An End-Use Customer engaged in a process that creates or changes raw or unfinished material into another form or product.

1.37 I.U.R.C. RULES

The Indiana Utility Regulatory Commission Rules and Regulations of Service for Gas Utilities operating within the State of Indiana, as promulgated in Cause No. 34613, approved September 13, 1976, effective April 12, 1977, as may be amended from time to time.

1.38 LANDLORD END-USE CUSTOMER

An End-Use Customer who is the owner of a Premise that is receiving Gas service, but which is rented or leased to a tenant other than the owner.

1.39 LNG CUSTOMER

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof receiving service under the Utility's Liquified Natural Gas Service tariff.

1.40 MASTER METER

A Meter installed upstream from a building service or entrance or building regulator in such a manner as to measure the total quantity of Gas used in two (2) or more buildings in a single complex.

1.41 MAXIMUM DAILY QUANTITY

The total connected gas load times 24 hours.

1.42 METER

A device for measuring the quantity of Gas used. Two (2) or more meters connected in parallel, with the total quantity of Gas used being the sum of the quantities measured by the individual Meters, shall be considered a single Meter, if installed at the directive of the Utility.

1.43 MONTH

The period of time between any two consecutive meter reading dates which shall be scheduled as nearly as practicable every thirty (30) days. It does not necessarily mean the Meter will actually be read according to that schedule.

1.44 MONTHLY CASH OUT

A month-end calculation of charges and credits pertaining to Usage Balancing Service, and Basic Usage Balancing Service for 3rd Party Suppliers.

1.45 NON-ECONOMIC OPERATIONAL FLOW ORDER

A directive issued by the Utility, pertaining to a Critical Period, to a 3rd Party Supplier, to deliver for End-Use Customer use a specific volume of Gas to a specific point of receipt. Non-Economic Operational Flow Orders shall be issued by the Utility at any time a material and significant threat to the operational integrity of the Utility's system occurs, or is about to occur.

1.46 NON-GAS COST REVENUE

Revenue received by the Utility from an End-Use Customer, excluding Gas costs. Gas costs are recovered through the Gas Supply Charge.

1.47 OPERATIONAL FLOW ORDER OR OFO

Either an Economic Operational Flow Order or a Non-Economic Operational Flow Order.

1.48 PREMISE

One contiguous piece of property owned by a single End-Use Customer, which is not intersected by a public right-of-way or thoroughfare.

1.49 RESIDENTIAL END-USE CUSTOMER

An End-Use Customer receiving, consuming, or using the Utility's Gas Delivery Services and/or Gas Supply Services to a single family dwelling or building, an individual flat or apartment, or to not over four households served by a single Meter in a multiple family dwelling or portion thereof. A Residential End-Use Customer also includes End-Use Customers receiving, consuming, or using the Utility's Gas Supply Services and/or Gas Delivery Services to premises used regularly for professional or business purposes when the residential use is half or more of the total Gas volume.

1.50 SINGLE ACCOUNT

A single Commercial or Industrial End-Use Customer receiving Gas Delivery Services through a single Meter supplying one Premise.

1.51 STANDARD DELIVERY SERVICE

The default delivery service provided any End-Use Customer which has not chosen the Basic Delivery Service Option.

1.52 SUPPLIER APPLICANT

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof applying to provide Gas Supply Services to End-Use Customers within the Utility's service area.

1.53 SUPPLIER GROUP

End-Use Customers who are provided Gas Supply Services by the same 3rd Party Supplier. Supplier Groups are entirely composed of End-Use Customers choosing the Standard Delivery Option, or the Basic Delivery Service Option. End-Use Customers in each Supplier Group will have Usage Imbalances netted on a daily and/or monthly basis, for the purposes of calculating a Usage Balancing Monthly Cash Out, and/or a Basic Usage Balancing Monthly Cash Out, as defined in the Administrative Service tariffs.

1.54 SUPPLY AGENT

A Single Account, Consolidated Account or Aggregated Account End-Use Customer who contracts, purchases and manages delivery of its own gas supply. Only End-Use Customers who have elected the Basic Delivery Service Option are eligible to act as their own Supply Agent. Each Supply Agent is administered individually for nomination and supply purposes and takes on the duties and responsibilities of a 3rd Party Supplier.

1.55 THERM

100,000 British Thermal Units (BTU). For billing purposes, the consumption of Gas by End-Use Customers shall be measured in Therms.

1.56 USAGE IMBALANCES

The difference between accumulated Daily Gas Supply Deliveries and the monthly volume of Gas consumed by the End-Use Customer, calculated monthly.

1.57 UTILITY

The Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust, doing business as Citizens Gas, 2020 North Meridian Street, Indianapolis, Indiana 46202.

1.58 UTILITY SERVICES

Shall include one or more of the following services: (1) Gas Delivery and Gas Supply Services provided by the Utility; (2) water services provided by Citizens Water; and/or (3) sewage disposal service provided by CWA Authority, Inc.

1.59 WACOG

Except as otherwise provided in any tariff, the weighted average cost of Gas per Therm purchased by the Utility and delivered to the Utility's City Gate, including demand costs.

1.60 YARD LINE

The Gas piping from the outlet of a Master Meter assembly to the outlet connection of a building regulator or service entrance that is installed, owned, and maintained by the Utility.

2. APPLICATION OF TARIFF

2.1 FILING AND PUBLICATION

- 2.1.1** A copy of all Gas Rates, and General Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services will be supplied is on file with the Indiana Utility Regulatory Commission and is posted or filed in each office of the Utility for the convenience of the public.
- 2.1.2** These Utility rules are intended to and do supersede and cancel all former rules and regulations now on file with respect to the matters included herein.
- 2.1.3** These Terms and Conditions, when approved by the Indiana Utility Regulatory Commission, shall apply to and govern Gas Delivery Services, Gas Supply Services, and Administrative Services provided by the Utility within Marion County, Indiana.
- 2.1.4** The failure of the Utility to enforce any of the Gas Rates and Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services are supplied shall not be deemed a waiver of its rights to do so.

2.2 WRITTEN APPLICATION OR CONTRACT

- 2.2.1** A written application and/or contract, properly executed in a form acceptable to the Utility, may be required from the End-Use Customer or 3rd Party Supplier before the Utility will supply Gas Delivery Services, Gas Supply Services, or Administrative Services, or as a condition for the continued supply of Gas Delivery Services, Gas Supply Services, or Administrative Services, provided, however, that the Utility shall have the right to reject an application for valid reasons.
- 2.2.2** Where two or more parties join in one application for Gas Delivery and/or Gas Supply Services or Administrative Services, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for service supplied in accordance therewith.
- 2.2.3** The End-Use Customer shall give the Utility written notice in advance of any material change in either the demand for Gas Delivery and/or Gas Supply Services or the character of the gas appliances or apparatus installed at the End-Use Customer's service address.

- 2.2.4 Where more than one rate is available for the class of service requested, the End-Use Customer shall designate the desired rate. Except as limited by the terms of any Gas Delivery Services contract, the End-Use Customer may change to another applicable Gas Delivery Service rate at any time thereafter by giving written notice to the Utility, provided each successive change shall continue for not less than a twelve-Month period.
- 2.2.5 The Utility does not guarantee the End-Use Customer will be served under the most favorable rate at all times, and no refund will be made representing the difference in charges between the rate under which service actually has been rendered and another rate applicable to the same class of service.
- 2.2.6 The Utility will, at the request of the End-Use Customer, assist the End-Use Customer in the determination of the rates under which the End-Use Customer desires to be served. However, the End-Use Customer is responsible for the accuracy of comparisons and any decisions regarding rates.

3. DEPOSITS

3.1 RESIDENTIAL DEPOSITS

The Utility may require a Residential End-Use Customer or Applicant for Gas Delivery and/or Gas Supply Services as a Residential End-Use Customer to pay a cash deposit as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services, if the Residential End-Use Customer or Applicant is not creditworthy, in accordance with the I.U.R.C Rules set forth in 170 IAC 5-1-15 (as the same may be amended from time to time).

3.2 NON-RESIDENTIAL DEPOSITS

The Utility may require non-Residential End-Use Customers or Applicants for Gas Delivery and/or Gas Supply Services that are not Residential End-Use Customers to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services. Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest gas consumption. The Utility shall determine the appropriate deposit.

3.3 INTEREST ON DEPOSITS

Interest on any deposit held by the Utility on February 2, 2006 earned an interest rate of six percent (6%) per annum from the date of receipt by the Utility through February 2, 2006. Effective February 3, 2006, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current month from the date the deposit is paid in full to the Utility. The rate of interest will be established by the Indiana Utility Regulatory Commission in a general administrative order for each calendar year.

3.4 REFUND ON DEPOSITS

Deposits from Residential End-Use Customers will be refunded after the Residential End-Use Customer has established an acceptable payment record for Utility Services in accordance with the I.U.R.C. Rules. The deposit of any non-Residential End-Use Customer or the deposit of a Residential End-Use Customer who fails to establish an acceptable payment record may be retained by the Utility until Utility Services are discontinued.

3.5 DEPOSITS APPLIED TO BILL

Upon discontinuance of Utility Services, the deposit and earned interest, if any, will be applied to the balance of any outstanding Utility Service bills or unbilled consumption. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the End-Use Customer. The End-Use Customer will be billed for any balance due the Utility. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the End-Use Customer after termination of service, shall be reported and disposed of as required by the Uniform Disclaimer of Property Interests Act (Indiana Code 32-17.5, et seq).

3.6 MAIN EXTENSIONS

The following terms apply to the Utility's extensions of facilities to service a prospective End-Use Customer or group of End-Use Customers.

3.6.1 Upon request for Gas Supply Service by a prospective End-Use Customer or a group of prospective End-Use Customers located in the same area, the Utility will extend without charge its distribution main to provide the service, provided that:

- a. the Utility's estimate of its Non-Gas Cost Revenue from such Gas Supply Services provided to the prospective End-Use Customer(s) for a period of five and one-half (5.5) years is equivalent to or in excess of the Utility's estimate of the cost of providing such facilities, and;
- b. the prospective patronage or demand is, in the Utility's sole judgment of such permanency as to warrant the capital expenditure involved.

3.6.2 If the cost of the distribution main extension necessary to provide the Gas Supply Service requested exceeds the "without-charge limit" described in the paragraph above, the Utility may require either a deposit or adequate provision of the payment of an extension deposit equal to the cost of the distribution main extension in excess of the without-charge limit.

- 3.6.3 Any extension deposit accepted by the Utility shall be subject to refund until six years after the completion of such extension. For each End-Use Customer connected to the extension within that six year period, the Utility shall refund an amount by which five and one-half (5.5) times the estimated annual Non-Gas Cost Revenue for gas appliances actually installed exceeds the estimated cost of connecting such End-Use Customer. At no time shall the aggregate refund made to any depositor exceed the amount of extension deposit received from such depositor.
- 3.6.4 The following extension requests shall be submitted to the Indiana Utility Regulatory Commission for investigation and determination as to the convenience and necessity of such extension, and if so required, the conditions under which they shall be made: (a) instances where, in the Utility's sole judgment, the extension is of such length and the prospective Non-Gas Cost Revenue which may be developed by it is so meager as to make it doubtful that the Non-Gas Cost Revenue from the extension would ever pay a fair return on the investment involved; or (b) requests for an extension to a real estate development with slight or irregular service and requiring extensive equipment.
- 3.6.5 The Utility shall not be required to make a distribution main extension under Section 3.6.1 unless the End-Use Customer(s) to be initially served by such extension have entered into an agreement with the Utility setting forth the obligations and commitments of the parties, which may require the End-Use Customer(s) to provide a satisfactory guaranty to the Utility of the performance of the End-Use Customer's obligations.

4. BILLING AND PAYMENT OF BILLS

4.1 WHEN ISSUED AND DUE DATES

The Utility will issue bills to End-Use Customers on a monthly basis for the applicable Utility Services. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed pursuant to 170 IAC 5-1-13(B)(2). When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

4.2 PAYMENT PLANS

The Utility shall provide various billing plans whereby alternative payment options are available.

- 4.2.1 The Utility may provide a budget plan for payment of Utility Services bills by the End-Use Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The annual amount actually paid by the End-Use Customer shall be balanced with the annual amount actually billed to the End-Use Customer and any difference shall be paid by (or credited to) End-Use Customer.

- 4.2.2 The Automatic Bank Deduction Plan shall be a payment plan whereby the Combined Bill amount is deducted each month from the End-Use Customer's checking account by the End-Use Customer's authorized financial institution. The Utility shall continue to provide to the End-Use Customer a monthly bill.

4.3 APPLICATION OF COMBINED BILL PAYMENT

- 4.3.1 The Utility shall prorate Combined Bill payments based upon billed charges for applicable active Utility Services and apply payments first to the oldest outstanding charges for Utility Services and then to current charges pertaining to Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.
- 4.3.2 An End-Use Customer may direct Combined Bill payments by contacting the Utility prior to the due date. For all other payments the Utility is not obligated to direct payments.
- 4.3.3 Payments in excess of the charges for applicable active Utility Services will be applied to inactive Utility Service balances and prorated according to the balances of the inactive Utility Services.

4.4 CORRECTION OF ERRORS

When an error is discovered in any billing or when billing is omitted, the Utility may adjust such error to the known date of error, but in any event within not more than twelve (12) Months from the date of such billing. Whenever it is discovered a Meter is not recording within the limits of accuracy as prescribed by the I.U.R.C. Rules, an adjustment of the individual billings shall be made for a period of one-half of the time elapsed since the previous Meter test, or one year, whichever period is shorter.

4.5 ESTIMATED METER READINGS

When for good cause, pursuant to 170 IAC 5-1-13(C), a Meter is not read on a normal interval, an estimated Meter reading shall be used and so identified on the bill. An estimated Meter reading for an End-Use Customer's bill will be determined by adding the End-Use Customer's calculated Gas consumption during the billing period to the Meter reading at the beginning of the billing period.

4.6 DELINQUENCY AND RELATED CHARGES

If payment for a Utility Services bill from an End-Use Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

- 4.6.1 All charges follow the End-Use Customer and moving from one Premises to another in no way absolves the End-Use Customer from any End-Use Customer unpaid charges incurred at a previous location. In the case of leased property, the Landlord End-Use Customer shall be responsible to the Utility for payment of the Utility Services bill, even though the tenant may pay it.
- 4.6.2 The Utility may add a late payment charge to an End-Use Customer's delinquent Utility Services bill; such charge will be ten percent (10%) on the first three dollars (\$3.00) of Gas Supply and Gas Delivery Services charges and three percent (3%) on the amount in excess of three dollars (\$3.00).
- 4.6.3 A single charge may be made for each visit to the End-Use Customer's premises to collect a delinquent account for applicable Utility Services; such charge to the End-Use Customer shall be pursuant to the Delinquent Account Collection Charge reflected on Gas Rate No. A5.
- 4.6.4 A single charge may be made for handling a single check from an End-Use Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Bad Check Charge reflected on Gas Rate No. A5.
- 4.7 **MASTER METER CONVERSION**
The Utility may elect, with the consent of the End-Use Customer, to replace the several Meters in the contiguous complex of an End-Use Customer with a Master Meter. Such Master Meter for billing purposes shall be computed on the basis of a single End-Use Customer.
- 4.8 **FRAUDULENT OR UNAUTHORIZED USAGE**
Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services, the Utility may, after estimating the volume of Gas Delivery and/or Gas Supply Services so used:
 - 4.8.1 Immediately disconnect such Gas Delivery and/or Gas Supply Services without notice pursuant to Rule 8.3.
 - 4.8.2 Bill and demand immediate payment from the person benefiting from such device or scheme: the actual cost of Gas used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.

- 4.8.3 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Utility's reasonable and customary estimate thereof.

5. METERING AND RESALE

5.1 MULTIPLE METER INSTALLATIONS

Except in the case of a Consolidated Account, if the Utility owns and installs more than one Meter on the End-Use Customer's premises, except for the convenience of the Utility, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate End-Use Customer.

5.2 RESALE OF GAS

The Gas supplied to an End-Use Customer incident to any Gas Delivery and/or Gas Supply Service shall not be remetered or submetered for resale in whole or in part.

- 5.2.1 The sale for resale provision under any of the Gas Delivery and/or Gas Supply Service rates of the Utility specifically does not apply when the resale is for the limited purpose of providing compressed natural Gas to entities outside the jurisdiction of the Indiana Utility Regulatory Commission for use in appropriately equipped natural gas powered vehicles.

5.3 METER CHANGE AND TESTING

The Meter is the property of the Utility and is periodically tested. The Meter may be read, removed, changed, or replaced at any reasonable time at the discretion of the Utility.

5.4 METERING PRESSURES

Unless otherwise agreed to by the End-Use Customer and the Utility, all Gas sold shall be metered at a normal gauge pressure of six (6) inches of water, but shall not vary more than fifty percent (50%) above or below said normal pressure. In addition, the maximum pressure on any day shall never be greater than twice the normal minimum pressure that day. When Gas is supplied at a different pressure, the Gas consumption as indicated by the Meter shall be corrected to the equivalent quantity of Gas measured at six (6) inches of water.

5.5 BTU CONTENT

Gas sold within the Utility's system shall have a monthly average total heating value of approximately 1,000 BTU per cubic foot of Gas.

- 5.5.1 The billing unit, for the purpose of billing Gas consumption, shall be one Therm on the measurement basis specified in Rule 5.5.2 below.

5.5.2 The unit of volume for the purpose of measurement at the End-Use Customer's Meter shall be one (1) cubic foot of Gas at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 14.54 pounds per square inch, dry.

5.6 PROVIDING SPACE FOR EQUIPMENT

The End-Use Customer shall provide a suitable space satisfactory to the Utility for the Meters, regulators, and other equipment necessary to provide Gas Delivery and/or Gas Supply Services. Said space shall be readily accessible to employees of the Utility, and shall be kept free of foreign materials and maintained in a sanitary condition by the End-Use Customer.

5.7 EQUIPMENT OWNED BY UTILITY

The Meter, meter connections, and service piping from the main to the Meter, and any extension thereof including Yard Lines installed at Utility cost, shall belong to the Utility and will be installed, repaired, adjusted, or removed only by employees of the Utility or its agent regardless of whether any charges for service piping have been paid by the End-Use Customer.

5.8 AUTOMATED METER READING EQUIPMENT

Certain End-Use Customers, excluding residential, may elect or may be required to have installed, at the End-Use Customer's expense, Automated Meter Reading equipment, consisting of hardware attached to the End-Use Customer's Meter, that transmits regularly scheduled Meter readings to Utility's AMR system. AMR data will be made available to the End-Use Customer electronically as well as to its 3rd Party Supplier (with the End-Use Customer's permission). Installation charges and monthly fees will be billed to End-Use Customers through Information Service, under Gas Rate No. A7.

6. SERVICE, EQUIPMENT, AND LIABILITY

6.1 MAINS-SELECTION OF SUPPLY SOURCE

Gas Delivery and/or Gas Supply Services will be rendered to the End-Use Customer from the Utility's nearest main (or from that main from which the End-Use Customer's Premises are most accessible) of sufficient capacity to furnish adequate service.

6.2 SERVICE PIPING FROM MAIN

Gas Service Lines will be installed and maintained by the Utility from the main to the Meter, except as otherwise provided for by written agreement between the End-Use Customer and the Utility. The Utility may require a long-term contract and cash deposit as security for construction cost when unusual construction or equipment cost is necessary to furnish Gas Delivery and/or Gas Supply Services.

6.3 SERVICE OR METER LOCATION CHANGES

Any change of location of Gas Service Lines or Meters at the End-Use Customer's request shall be done only with the consent of the Utility. The Utility or its agent will do the work at the expense of the End-Use Customer.

6.4 END-USE CUSTOMER'S PIPING RESPONSIBILITY

All of the End-Use Customer's piping and equipment and/or accessories thereto necessary to utilize Gas Delivery and/or Gas Supply Services furnished by the Utility shall be installed and belong to the End-Use Customer, and must be maintained at the End-Use Customer's expense. The End-Use Customer shall bring his piping to the Meter outlet for connection to the Utility's piping in a location satisfactory to the Utility. The Utility shall not be liable for any loss, injury, or damage, including death, resulting from the End-Use Customer's use of such equipment or piping, or occasioned by the Gas Delivery and/or Gas Supply Services furnished by the Utility beyond the Meter outlet. All of the End-Use Customer's piping, equipment, and appliance accessories so installed and maintained shall be in accordance with all applicable codes, rules, and regulations of the Utility and any applicable regulatory entities with jurisdiction.

6.5 INSPECTION OF INSTALLATION

The Utility reserves the right to inspect the End-Use Customer's installation, but such inspection, or failure to make inspection, or the fact that the Utility may connect to such installation at the delivery point, shall not make the Utility liable for any loss, injury, or damage, including death, which may be occasioned by the End-Use Customer's use of such equipment or piping of the Utility's service unless due to the sole negligence of the Utility. Failure to comply with the Utility's reasonable request to make an inspection shall be grounds for the Utility to discontinue service with notice to the End-Use Customer pursuant to rule 8.4.

6.6 EASEMENT – THIRD PARTY PROPERTY

The End-Use Customer agrees to make available without cost to the Utility, an easement for access to End-Use Customer's dwelling or other structure in the event the Gas Service Lines must pass through the property of third parties. In the event the End-Use Customer is unable or unwilling to furnish such easement upon request, the Utility shall be relieved of the responsibility of installing the Gas Service Lines or of furnishing Gas to the End-Use Customer.

6.7 LIMITATIONS OF GAS SERVICE

The Utility reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict, or refuse service which will result in unreasonable demands on its distribution system, production capability, contractual requirements of supply, transportation and storage from other companies, or which will jeopardize service to existing End-Use Customers.

7. UTILITY AND END-USE CUSTOMER OBLIGATIONS

7.1 UTILITY'S OBLIGATIONS

- 7.1.1** The Utility will endeavor to furnish continuous Gas Delivery and/or Gas Supply Services to the End-Use Customer, but does not guarantee uninterrupted service, and shall not be liable for loss, injury, or damage resulting from any interruptions, failures, or deficiencies in service, or any other cause occasioned by reason of accidents, emergencies, strikes, acts of God, legal process or procedure, federal, state, or municipal action or interference, extraordinary repair, or for any cause whatsoever not within the reasonable control of the Utility.
- 7.1.2** Whenever Gas Delivery and/or Gas Supply Services are interrupted or limited by the Utility, in an emergency due to Curtailment or in normal operations, such interruption or limitation shall not constitute a breach of contract nor shall it invalidate any of the covenants of the contract.

7.2 END-USE CUSTOMER'S OBLIGATIONS

- 7.2.1** The End-Use Customer shall install and maintain all piping, appliances, and equipment which is not the property of the Utility, as described in Rule 5.7 of these rules, in the condition required by applicable codes adopted by the governmental authorities having jurisdiction and in a manner approved by the Utility. The End-Use Customer shall use such piping, appliances, and equipment so as not to disturb the Utility's service to other End-Use Customers.
- 7.2.2** In the event of loss damage to the property of the Utility through misuse by, or the negligence of, the End-Use Customer or agents and employees of the same, the End-Use Customer shall reimburse the Utility for the cost of the necessary repairs or replacement thereof.
- 7.2.3** The End-Use Customer shall provide Utility's employee or agent access to the End-Use Customer's or other users Premise at all reasonable hours, and at any time in the event of an emergency, to inspect, read, repair, or remove its Meters and other property, and to inspect the appliances and piping installed for connection or connected to the Gas Service Line on the End-Use Customer's Premise.

- 7.2.4 No person other than an employee or agent of the Utility shall be permitted to reestablish the flow of Gas to an End-Use Customer's Gas Service Line(s) after a shut-off by the Utility or other governmental authorities having jurisdiction.
- 7.2.5 The End-Use Customer shall hold the Utility harmless for any loss, cost, damage, or expense to any party, resulting from the use or presence of Gas or gas appliances upon the End-Use Customer's Premises unless due to the sole negligence of the Utility.
- 7.2.6 The benefits of and the responsibility for Gas Delivery and/or Gas Supply Services shall commence when the Utility initiates service pursuant to an application for the same, and shall be binding upon the End-Use Customer, the End-Use Customer's heirs, personal representatives, or successors in interest until such service is discontinued pursuant to Rule 8; provided, however, discontinuance of Gas Delivery and/or Gas Supply Services shall not relieve the obligation to make payment for service so rendered by the Utility, nor shall discontinuance of Gas Delivery and/or Gas Supply Services relieve the obligation to provide the Utility access to its Meters or other property.
- 7.2.7 Upon written request by the Utility, the End-Use Customer will correct any unsafe or unsanitary conditions affecting Gas Service Lines, Meter reading, or inspection of such Gas Service Lines on the End-Use Customer's Premises including but not limited to the presence of vicious dogs or other animals, hazardous steps or other access to Utility equipment, the accumulation of debris, refuse, or filth on or adjacent to Utility equipment. If such condition is not corrected within thirty (30) days of such written request, the Utility may initiate discontinuance of service pursuant to Rule 8.3.

8. DISCONTINUANCE OF SERVICE

8.1 END-USE CUSTOMER REQUEST

An End-Use Customer shall notify the Utility at least three (3) working days prior to the date such End-Use Customer desires its Gas Service Line to be disconnected, and the Utility shall have three (3) working days thereafter to make such disconnection. The End-Use Customer will be responsible for the payment of all bills for Gas Delivery and/or Gas Supply Services used while the account is in the End-Use Customer's name prior to expiration of such three (3) working day period.

8.2 DISCONNECTION OPTION

When an End-Use Customer requests disconnection at a Gas Service Line location, the Utility may, at its option, discontinue service by either physically turning off the Gas Service Line, or when requested by the new applicant at the same service location, by obtaining a Meter reading and leaving the Gas Service Line on in the name of the new Applicant.

8.3 DISCONNECTION BY UTILITY WITHOUT NOTICE

The Utility may discontinue Gas Delivery and/or Gas Supply Services to the End-Use Customer without request by the End-Use Customer and without notice, and may remove any of its property from the End-Use Customer's Premises without legal process for any one of the following reasons:

8.3.1 Where a condition dangerous or hazardous to life, physical safety, or property exists.

8.3.2 Upon order by any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority, or upon written instruction by a law enforcement agency acting within its jurisdiction pursuant to Indiana Code 35-45-5-4(c).

8.3.3 A fraudulent or unauthorized use of Gas is detected and the Utility has reasonable grounds to believe the affected End-Use Customer is responsible for such tampering.

8.3.4 Where the Utility's equipment has been tampered with and the Utility has reasonable grounds to believe that the affected End-Use Customer is responsible for such tampering.

8.3.5 Detection of a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services as defined by Indiana Code 35-43-5-6.

8.4 DISCONNECTION BY UTILITY WITH NOTICE

The Utility may discontinue Gas Delivery and/or Gas Supply Services to the End-Use Customer after seven (7) days written notice; however, in the case of a Residential End-Use Customer, and subject to Rule 8.5, said written notice shall be fourteen (14) days, which notice shall be deemed received by the End-Use Customer on the day after mailing by the Utility, in accordance with the I.U.R.C. Rules for any one of the following reasons:

8.4.1 A violation of the requirements of its Gas Delivery and/or Gas Supply Services or any failure to comply with applicable codes, rules, or regulations regarding Gas Delivery and/or Gas Supply Services.

- 8.4.2 Nonpayment of a delinquent bill.
- 8.4.3 Refusal or failure when requested to make a cash deposit or an increased cash deposit, to assure payment of bills.
- 8.4.4 When the Utility has reasonable evidence that an End-Use Customer who is indebted to the Utility for Gas Delivery and/or Gas Supply Services at his present or other location is receiving Gas Delivery and/or Gas Supply Services under the same or a different name and the Utility has good reason to believe the End-Use Customer is attempting to defraud the Utility.
- 8.4.5 A Residential End-Use Customer shall not be disconnected for indebtedness incurred for Gas Delivery and/or Gas Supply Services at a different location if such bill has remained unpaid for less than forty-five (45) days.

8.5 HOME ENERGY ASSISTANCE

Except as provided in Section 8.3, the Utility shall not disconnect residential Gas Service Line, without an End-Use Customer request, from December 1 through March 15 if:

- 8.5.1 The Residential End-Use Customer is either receiving or is eligible for and has applied for assistance under the Home Energy Assistance Program pursuant to Indiana Code 4-4-33 or such program, if any, that may replace it.
- 8.5.2 The Residential End-Use Customer has completed an application for Home Energy Assistance and has provided the Utility with proof of said application, or the Utility has been notified in writing by the agency handling the state's Home Energy Assistance Program.

8.6 NOTIFICATION TO THIRD PARTY

Residential End-Use Customer may request the Utility notify a pre-designated third party of a Utility Service disconnection notice issued to the Residential End-Use Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the pre-designated third party, by mail, of the pending Utility Service disconnection at the time the Utility renders the disconnection notice to the Residential End-Use Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential End-Use Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

8.7 VALIDITY OF CONTRACT

Discontinuance of Gas Delivery and/or Gas Supply Services, as provided for in Sections 8.1, 8.2, 8.3, and 8.4 shall not relieve the Residential End-Use Customer from liability of unpaid bills, or from the responsibility to provide access to the Utility's Meters or other property, and the Utility shall have the right to enforce any contract notwithstanding such discontinuance.

8.8 NON-AVAILABILITY OF GAS

If the supply of available Gas diminishes to the point where continuous service to other End-Use Customers is threatened by service to Commercial or Industrial End-Use Customers, the Utility may discontinue or limit Gas Delivery and/or Gas Supply Services to any such Commercial or Industrial End-Use Customer in accordance with the provisions of Sections 10, 11, or 12 irrespective of any contracts in force.

9. RECONNECTION OF SERVICE

9.1 REQUIREMENTS AND CHARGES

Before restoration of any Gas Service Line discontinued for any of the reasons set forth in the Gas Delivery and/or Gas Supply Services rate schedules, the following applicable conditions shall be complied with, and a charge may be made sufficient to reimburse the Utility for its costs of disconnecting and reconnecting the Gas Service Line; such charge shall be pursuant to Gas Rate No. A5.

9.1.1 The violation of its Gas Delivery and/or Gas Supply Services rate schedules shall be corrected.

9.1.2 Full payment or satisfactory arrangements for the payment of all bills for Gas Delivery and/or Gas Supply Service then due must be made.

9.1.3 A cash deposit as guarantee for payment of all future Gas Delivery and/or Gas Supply Service bills shall be made.

9.1.4 Estimated amounts due the Utility by reason of any fraudulent use of Gas must be paid and a cash deposit to guarantee the payment of future bills shall be made.

9.2 SAME PARTY WITHIN ONE YEAR

Except as provided in Section 9.3, below, when reconnection of Gas Service Line at the same Premise is requested by an End-Use Customer within one year following disconnection of Gas Service Line at the request of that End-Use Customer, a charge for restoration of Gas Service Line may be made. Such charge shall be the greater of:

- a. Reconnect/Disconnect Charges as reflected on Gas Rate No. A5; or
- b. The sum of the Facilities Charges and demand charges, as prescribed by the applicable Gas Delivery Service rate schedules, for each Month the Gas Service remained discontinued.

9.3 RECONNECTION OF CUT AND CAPPED SERVICE

When reconnection of Gas Service Line is requested for a Gas Service Line that has been cut and capped, a charge may be made sufficient to reimburse the Utility for its costs of service restoration from the Meter location to an active gas main.

10. PROTECTION OF SYSTEM INTEGRITY

10.1 ATTEMPT TO MINIMIZE IMPACT

Non-Economic Operational Flow Orders, interruptions, and Curtailments are designed for use at times when the Utility, due to unforeseen conditions, must take action to protect the integrity of its system. When employing one or more of these actions, the Utility will make every safe and feasible attempt to minimize the impact to its End-Use Customers.

10.2 ORDER OF ACTION

To the extent circumstances permit, the following will be the order of actions taken by the Utility to protect its system integrity. Non-Economic Operational Flow Orders, consistent with Section 12.4, will be issued by the Utility as a first step in protecting the operational integrity of its system. Depending upon the time of year, level of overall system demand, and available gas supply volumes, a Non-Economic Operational Flow Order may be sufficient to remedy any problem that may occur. The second step to be taken by the Utility is Curtailment, consistent with Section 11.

10.3 RESUME NORMAL OPERATIONS

Once the Utility has determined that there no longer is a threat to system integrity, the Utility will begin notifying affected End-Use Customers and 3rd Party Suppliers that the previously described actions are no longer necessary and that they may resume normal operations.

11. CURTAILMENT

The Utility may order Curtailment for operating reasons (e.g., malfunction of City Gate station, malfunction of critical valve) to protect the Utility's system; when it becomes apparent gas supplies will be insufficient and protection of all essential human needs uses is contingent upon Curtailment of other uses; and, for any other reasons, as described in Rule 7.1

11.1 NOTICE

The Utility will give reasonable notice, but not less than thirty minutes, of Curtailment in accordance with the applicable provisions of applicable Gas Delivery Service rate schedules.

11.2 PENALTIES

In the event an End-Use Customer fails to comply with any Curtailment notice or order of the Utility for the End-Use Customer to reduce its hourly or daily use of Gas, the End-Use Customer may be subject to Non-Performance Charge provisions pursuant to the Gas Rate No. A4 - Non-Performance Charge, for all Gas volumes delivered in variance from the quantity ordered by the Utility.

11.3 ORDER OF CURTAILMENT

In effecting any such Curtailment, the Utility shall be entitled to curtail gas deliveries to any Commercial or Industrial End-Use Customer, other than Human Needs Customers, to a level equivalent to 15% of the End-Use Customer's Daily Gas Supply Nomination. The Utility shall first curtail or discontinue Gas Delivery and/or Gas Supply Service to End-Use Customers served under Rate Schedule D5 and D9 that commonly use large quantities of Gas and are not engaged in an activity essential to health or safety, and where Gas not delivered can be readily utilized by the Utility to reduce any deficiency in the Gas Supply to all Human Needs Customers. If further curtailments are necessary, the Utility shall next curtail or discontinue Gas Delivery and/or Gas Supply Service to End-Use Customers served under Rate Schedules D3 and D4 that are not engaged in an activity essential to health or safety, and where Gas not delivered can be readily utilized by the Utility to reduce any deficiency in the Gas Supply to all Human Needs Customers.

In the event of a gas supply shortage or interruption, the Utility may use the Gas volumes nominated and delivered by 3rd Party Suppliers to supply essential Human Needs Customers requirements. For all Gas so used, the Utility will pay the 3rd Party Supplier its demonstrated cost of Gas.

12. CITIZENS ENERGY SELECT

12.1 ELIGIBILITY

All End-Use Customers served under Gas Rate Nos. D3, D4, D5 and D9 are eligible to select a 3rd Party Supplier to provide them gas supply service as part of a Supplier Group.

12.1.1 SUPPLIER GROUP CHARACTERISTICS

Each Supplier Group will consist of Commercial and Industrial End-Use Customers that are a Single Account, Consolidated Account, or Aggregated Group. All accounts in the Supplier Group will have either chosen the Basic Delivery Service Option and installed Automated Meter Reading devices, or they will receive Standard Delivery Service. Each Supplier Group is administered individually by a 3rd Party Supplier for nomination and supply purposes. Basic Usage Imbalances of accounts in each Supplier Group are netted daily and monthly, as appropriate, for Commercial and Industrial End-Use Customers choosing the Basic Delivery Service Option. Usage Imbalances of accounts in each Supplier Group receiving Standard Delivery Service are netted monthly.

12.2 SIGN-UP AND CONFIRMATION

End-Use Customers in Supplier Groups will be required to confirm via e-mail an electronic Gas Delivery Service Agreement at least 21 days prior to the first day of the billing cycle when 3rd Party Supplier gas supply services commence. Upon End-Use Customer confirmation, Citizens Gas shall provide one 24-Month summary of End-Use Customer's usage by Meter to 3rd Party Suppliers. The information will be provided to 3rd Party Suppliers for the sole purpose of arranging to provide Gas supply services.

12.2.1 END-USE CUSTOMERS IN SUPPLIER GROUP BILLING CYCLE

End-Use Customers in Supplier Groups will be billed in the last billing cycle of the month. When an End-Use Customer receives 3rd Party Supplier gas supply services for the first time, the End-Use Customer's first bill may be for a longer or shorter number of days than is customary.

12.2.2 SWITCHING 3RD PARTY SUPPLIERS

End-Use Customers may switch 3rd Party Suppliers under Citizens Energy Select only on the first day of the billing cycle. 3rd Party Suppliers signing up new End-Use Customers in Supplier Groups will follow the same sign up procedures as for new End-Use Customers. A 3rd Party Supplier will notify the Utility of any End-Use Customer additions at least 21 days prior to the first day of the following bill cycle. End-Use Customers switching 3rd Party Suppliers, or 3rd Party Suppliers requesting to move End-Use Customers between its Supplier Groups will be subject to Switching Charges. End-Use Customers switching to a 3rd Party Supplier from Utility Gas Supply Service may do so at no charge. End-Use Customers are only eligible to return to Utility Gas Supply Service once in any 12-Month period, and will be subject to Switching Charges.

12.2.3 RETURN TO UTILITY GAS SUPPLY SERVICE

Once each 12-Month period, upon 21 days' notice to the Utility, End-Use Customers in Supplier Groups may elect to return to Utility Gas Supply Service on the first day of the following billing cycle, if Gas supply and pipeline capacity is available. End-Use Customers returning must remain on Utility Gas Supply Service for a minimum of one billing cycle. Any such changes will not affect the obligations under any contract between the End-Use Customer and 3rd Party Supplier.

12.3 SUPPLY ADMINISTRATION

3rd Party Suppliers are responsible for supply administration. Supply administration includes, but is not limited to providing Daily Gas Supply Nominations, ensuring Daily Gas Supply Deliveries, and managing balancing requirements.

12.3.1 GAS SUPPLY NOMINATIONS AND SCHEDULING

3rd Party Suppliers of Supplier Groups are required to provide an estimate of Daily Gas Supply Nominations to the Utility for the following Month, by no later than 5 calendar days prior to the beginning of the Month. All Daily Gas Supply Nominations and Daily Gas Supply Deliveries must include the allowances for Unaccounted-For Gas and Company Use Gas as approved by the Commission in Gas Rate No. S4. Daily Gas Supply Nominations must be reasonable, in the Utility's judgment, based on previously estimated daily nominations and will be accepted at the Utility's discretion. Intra-day nominations will be allowed pursuant to rules of the interstate pipeline.

3rd Party Suppliers will provide Daily Gas Supply Nominations to the Utility. All nominations shall include at a minimum: name of 3rd Party Supplier, name and phone number of individual submitting the nomination, pipeline transportation contract number, applicable Supplier Group, date for which nomination applies, and type of nomination submitted.

On a seasonal basis, 3rd Party Suppliers of Supplier Groups are required to provide a specified percent of their Daily Gas Supply Nominations on the Panhandle Eastern Pipe Line and the remainder of their Daily Gas Supply Nominations on the other pipelines connected to the Utility's system (in any combination). For purposes of this section, deliveries on Rockies Express Pipeline and Heartland Gas Pipeland should be considered as one delivery point. Subject to the terms of the Settlement Agreement in Cause No. 41605, the Utility will allow, on a first-come, first served basis, End-Use Customers with annual usage greater than 1,000,000 Therms, to notify the Utility, in writing, of an intent to nominate volumes that do not comply with the previously stated requirement of equal nomination amounts on all interstate pipelines connected to the Utility's distribution system, pursuant to Gas Rate Nos. D5 and D9.

Season	Panhandle Eastern Pipeline	Other Pipelines Connected to the Utility's System
Winter (November – March)	50%	50%
Shoulder (April and October)	Up to 75%	Up to 75%
Summer (May – September)	Up to 100%	Up to 100 %

12.3.2 GAS SUPPLY DELIVERIES AND IMBALANCE PROVISIONS

Daily Gas Supply Nominations and Daily Gas Supply Deliveries must be equal for End-Use Customers in Supplier Groups to avoid Delivery Imbalances, subject to Non-Performance Charges.

Usage Imbalances will be netted on a monthly basis, and Basic Usage Imbalances will be netted on a daily basis, within a single Supplier Group. Netted Usage Imbalances and Basic Usage Imbalances are subject to provisions of Usage Balancing Service and Basic Usage Balancing Service, and Non-Performance Charges.

12.3.3 3RD PARTY SUPPLIER DEFAULT

3rd Party Suppliers will be considered in default if three (3) days have elapsed and no Daily Gas Supply Deliveries are made on behalf of applicable End-Use Customers. Gas volumes consumed by End-Use Customers during the three (3) day period will be subject to Non-Performance Charges, Gas Rate No. A4 and billed to 3rd Party Suppliers. 3rd Party Suppliers in default will forfeit the right to provide gas supply services to End-Use Customers. If a 3rd Party Supplier defaults, starting on the fourth day of default, End-Use Customers will be provided Variable-Rate Gas Supply Service, Gas Rate No. S1.

12.4 NON-ECONOMIC OPERATIONAL FLOW ORDERS

The Utility, in its discretion, shall have the right to issue a Non-Economic Operational Flow Order ("OFO") during a Critical Period. A Critical Period may be declared by the Utility at any time a material and significant threat to the operational integrity of the Utility's system occurs, or there is a reasonable basis to anticipate a threat will occur.

12.4.1 CONDITIONS

Such conditions include, but are not restricted to operation of any area of the Utility's system at or near design capacity; failure or operational constraint of the Utility's transmission, distribution or gas storage facilities; system pressure, affected by pipeline delivery pressures or other unusual conditions; declaration of an operational flow order or equivalent by pipelines supplying Gas to the Utility's distribution system; or under deliveries from 3rd Party Suppliers.

12.4.2 NOTICE

Notice of the Non-Economic OFO will be given as far in advance as practicable, but not less than two hours prior to the effective time, using reasonable efforts to notify affected 3rd Party Suppliers.

12.4.3 PROVISIONS

Each Non-Economic OFO notification will contain the following provisions, to the extent possible: time and date of issuance; time that the Non-Economic OFO is considered to be effective; duration of the Non-Economic OFO; if no duration is specified, the Non-Economic OFO will be effective until further notice; the party or parties receiving the Non-Economic OFO; the condition requiring the Non-Economic OFO; the conduct or actions required to remedy the operating condition requiring the issuance of the Non-Economic OFO; and any other terms the Utility may reasonably require to ensure the effectiveness of the Non-Economic OFO.

12.4.4 REQUIREMENTS

A Non-Economic OFO may require a 3rd Party Supplier to deliver for End-Use Customer use a specified quantity of Gas to a designated point of receipt. The specified quantity will be based on each End-Use Customer's expected usage, and will be between zero and the End-Use Customer's Maximum Daily Quantity.

12.4.5 PENALTIES

Failure to comply with a Non-Economic OFO will result in the application of the Non-Economic OFO imbalance charges specified in Basic Usage Balancing Service, or Non-Performance Charges, for all Gas volumes delivered in variance from the quantity ordered by the Utility.

12.5 END-USE CUSTOMER BILLING AND PAYMENT

Bills will be issued Monthly by the Utility, for both Gas Delivery and Gas Supply Services. Charges for Administrative Services provided to End-Use Customers will be provided in separate Monthly bills issued by the Utility. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

12.5.1 End-Use Customers returning to Utility Gas Supply Service may do so at the Utility's discretion, but may be required to pay a deposit pursuant to Section 3.

12.5.2 The Automatic Bank Deduction Plan shall be a payment plan whereby the billed amount is deducted each Month from the End-Use Customer's checking account by the End-Use Customer's authorized financial institution. The Utility shall continue to provide to the End-Use Customer a Monthly bill containing all appropriate charges for Gas Delivery and/or Gas Supply Services.

12.6 LIABILITY

The Utility shall not be deemed to be in control and possession of 3rd Party Supplier or End-Use Customer Gas until such Gas has been delivered to the Utility at the City Gate. Gas shall be and shall remain the property of the End-Use Customer while being delivered by the Utility. The End-Use Customer shall be responsible for maintaining all insurance it deems necessary to protect any property interests in such Gas, during and after receipt by Utility.

12.7 SUPPLIER BILLING AND PAYMENT

Charges for all Administrative Services provided to 3rd Party Suppliers will be billed Monthly. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day. A 3rd Party Supplier not remitting payment within thirty (30) days will be subject to late payment charges of 10%. Any 3rd Party Supplier not remitting payment within sixty (60) days will be in default and may be subject to disqualification for provision of gas supply services to End-Use Customers.

13. SUPPLIER ACCESS REQUIREMENTS

13.1 BUSINESS REGISTRATION/OWNERSHIP AFFILIATIONS

13.1.1 Any person seeking to become a 3rd Party Supplier (referred to as "Supplier Applicant" for purposes of Section 13) must file an application containing the following information:

- a. Supplier Applicant's name, federal tax identification number, business address, telephone number, facsimile number, and e-mail address;
- b. Supplier Applicant's ownership structure, including parent, subsidiaries and affiliated companies; and,

- c. The names, addresses and telephone numbers of two (2) financial institution credit references, and two (2) trade credit references, along with a brief description of the relationship and high credit amount (in the most recent twelve (12) Months) associated with each relationship.

13.1.2 Application must be accompanied by:

- a. Audited financial statements (balance sheets, income statements, and cash flow statements) of the Applicant for the last two (2) years;
- b. Proof of creditworthiness satisfactory to Utility to protect against damages resulting from the Supplier Applicant's failure to deliver Gas to End-Use Customers and to assure payment of any charges for any such failure, which may include at Utility's option an irrevocable letter of credit or financial guaranty from the Supplier Applicant in the amount of \$250,000, or two (2) times the value of the highest monthly Gas usage of the Supplier Applicant's aggregated End-Use Customers, whichever is greater. The Utility may request that qualified 3rd Party Suppliers increase the level of the letter of credit or financial guaranty should the reported value of the 3rd Party Suppliers' aggregated End-Use Customers' Gas usage increase by greater than 25%;
- c. A copy of the Supplier Applicant's most recent Dun & Bradstreet "Comprehensive Report," and
- d. An application fee of \$1,000.

13.1.3 Utility shall have sole discretion to determine creditworthiness based on the above criteria, but will not deny creditworthiness without reasonable cause.

13.2 3rd PARTY SUPPLIER AGREEMENT WITH UTILITY

- 13.2.1** Upon approval of the 3rd Party Supplier's application, the 3rd Party Supplier agrees to deliver Gas, on behalf of 3rd Party Supplier's End-Use Customers in accordance with, and to abide by, the Utility's requirements and procedures for supplying Gas to End-Use Customers contained herein.

- 13.2.2 If 3rd Party Supplier fails to deliver Gas in accordance with its End-Use Customer's requirements for such service, Utility shall, if necessary, provide Gas on a temporary basis to the affected customer(s) and shall bill the 3rd Party Supplier the Non-Performance Charges as reflected on Gas Rate No. A4.

13.3 END-USE CUSTOMER PROTECTION - FAIR MARKETING PRACTICES

- 13.3.1 3rd Party Suppliers shall refrain from engaging in communications or practices with End-Use Customers that are discriminatory, predatory, fraudulent, deceptive or misleading.
- 13.3.2 3rd Party Suppliers shall act in good faith to assist End-Use Customers requesting to be switched to alternative 3rd Party Suppliers, subject to the applicable terms of the agreement between the 3rd Party Supplier and the End-Use Customer.
- 13.3.3 A 3rd Party Supplier shall not purport to enroll an End-Use Customer without a valid, written or electronic agreement signed, or confirmed by e-mail, by the End-Use Customer.

13.4 END-USE CUSTOMER PROTECTIONS – END-USE CUSTOMER AGREEMENTS

- 13.4.1 Unless otherwise agreed to by the End-Use Customer, 3rd Party Suppliers shall include in the agreement between the 3rd Party Supplier and End-Use Customer, the following terms:
- a. A description of the End-Use Customer's rights, obligations and responsibilities;
 - b. The term of the agreement;
 - c. A detailed description of all charges for which the End-Use Customer is responsible;
 - d. A clear and concise explanation of how the agreement may be terminated, renewed or extended;
 - e. An assurance that the 3rd Party Supplier will provide thirty (30) days written notice to the End-Use Customer before ceasing to deliver Gas supply to the Utility on the End-Use Customer's behalf pursuant to Section 13.6.1 or 13.6.2;

- f. A requirement that the 3rd Party Supplier provide sixty (60) days written notice to the End-Use Customer before automatically renewing the End-Use Customer's agreement;
- g. A description of the 3rd Party Supplier's dispute resolution process.

13.5 END-USE CUSTOMER PROTECTION - RELIABILITY AND DELIVERABILITY PRACTICES

13.5.1 3rd Party Suppliers shall maintain sufficient delivery capability and supply, including backup supply if necessary, to meet the End-Use Customer's requirements, as established in the 3rd Party Suppliers' supply agreement with the End-Use Customers.

13.5.2 3rd Party Suppliers shall comply with the approved Utility Gas Rates.

13.6 END-USE CUSTOMER PROTECTION - DISCONTINUANCE OF SERVICE

13.6.1 Unless otherwise agreed to by the Utility and the End-Use Customer, 3rd Party Suppliers shall provide no less than thirty (30) days prior written notice to the End-Use Customer and the Utility of the termination of a gas supply agreement.

13.6.2 Unless otherwise agreed to by the Utility and the End-Use Customer, 3rd Party Suppliers may cease to deliver gas supply to the Utility on behalf of an End-Use Customer after providing thirty (30) days written notice to the End-Use Customer and the Utility for any one of the following reasons:

- a. A violation of the agreement between the 3rd Party Supplier and an End-Use Customer or any failure to comply with applicable codes, rules or regulations regarding gas service.
- b. Nonpayment of a delinquent bill.

13.7 PENALTIES

13.7.1 A 3rd Party Supplier's right to contract with End-Use Customers with facilities located within the area served by the Utility may be terminated if the Commission or the Utility finds that any 3rd Party Supplier has engaged in fraudulent or misleading communications or practices with respect to its dealing with End-Use Customers.

- 13.7.2 A 3rd Party Supplier's right to contract with End-Use Customers also may be terminated if the 3rd Party Supplier fails to remit payment for current charges for more than 60 days. Utility may draw on the 3rd Party Supplier's letter of credit or enforce the financial guaranty to recover unpaid charges to the Utility.
- 13.7.3 Should a 3rd Party Supplier's right to contract with End-Use Customers be terminated, any affected End-Use Customers automatically will be provided Gas Supply Service under Gas Rate No. S1 – Variable - Rate Gas Supply Service, unless End-Use Customer otherwise makes arrangements with another 3rd Party Supplier.

13.8 END-USE CUSTOMER INFORMATION

- 13.8.1 In the absence of the express consent by an End-Use Customer, 3rd Party Suppliers shall not resell or otherwise collect for distribution any information regarding that End-Use Customer with facilities located within the area served by the Utility.

Tab 3

**WATER SERVICE TARIFF
RATES, TERMS AND CONDITIONS
FOR WATER SERVICE WITHIN
MARION COUNTY, INDIANA**

Issued By The

**Department of Public Utilities for
The City of Indianapolis, acting by
and through The Board of Directors for Utilities,
as Trustee, in furtherance of a Public Charitable Trust for
the Water System d/b/a Citizens Waterworks
2020 North Meridian Street
Indianapolis, Indiana 46202**

**Martha D. Lamkin
President of
Board of Directors**

**Carey B. Lykins
President, and
Chief Executive Officer**

TABLE OF CONTENTS

PAGE NO.

APPLICATION.....	5
DEFINITIONS.....	6

RULE 1. COMMENCEMENT OF SERVICE

1.1 General	9
1.2 Metered Domestic and Fire Service	9
1.3 Unmetered Fire Service.....	9
1.4 Emergency Service	9
1.5 Unauthorized Use of Water.....	9

RULE 2. CUSTOMER SECURITY DEPOSITS

2.1 Deposit Requirements	10
2.2 Interest on Deposits.....	10
2.3 Refunds of Deposits to Continuing Customer.....	10
2.4 Deposits Applied to Bill Refunds Upon Disconnection.....	10

RULE 3. METER READINGS AND BILLINGS

3.1 Billings, Meter Readings and Estimates	10
3.2 Delinquent Bills Adjustments Following Estimated Bills.....	11
3.3 Application of Combined Bill Payment More Frequent and Requested Readings	11
3.4 Delinquent Bills Adjustments Following Estimated Bills.....	11
3.5 Requested Meter Readings Charges Follow Customer	11
3.6 Remote Meter Reading Service.....	12
3.7 Leakage Allowance.....	12
3.8 Billing Errors	12
3.9 Adjustments Due to Meter Error	12
3.10 Aggregated Meter Reading	13
3.11 Adjustment for Water Used Through a Fire Meter	13

RULE 4. DISCONNECTION OF SERVICE

4.1 Upon Customer's Request.....	13
4.2 Without Customer's Request and Without Notice	13
4.3 Without Customer's Request But With Notice	14
4.4 Procedure for Involuntary Disconnection of Residential Customers	14
4.5 Duplicate Notice Protection Plan.....	15
4.6 Postponement of Disconnection of a Residential Customer for Medical Reasons.....	15
4.7 Other Circumstances Postponing Disconnection of Residential Customer	15
4.8 Time of Disconnection	16
4.9 Remedies Not Exclusive	16
4.10 Reconnection.....	16

TABLE OF CONTENTS

PAGE NO.

RULE 5. METERS

5.1	Ownership and Size of Meter and Pit.....	16
5.2	Location and Protection of Meter and Pit	16
5.3	Change in Location	17
5.4	Multiple Meters.....	17
5.5	Temporary Hydrant Meters.....	17

RULE 6. METER TESTING

6.1	Records and Procedures.....	17
6.2	Frequency of Testing	18
6.3	Meter Tests Requested by Customers	19
6.4	Tests Under Commission Supervision	19

RULE 7. SERVICE PIPES AND OTHER FACILITIES

7.1	Installation and Ownership of Service Pipes.....	19
7.2	Maintenance of Service Pipes	19
7.3	Disconnection of Old Service Pipes.....	20
7.4	Service Pipe Installation Requirements.....	20
7.5	Replacement of Service Pipes.....	21
7.6	Metering Points	21
7.7	Relocation of Service Pipes	21
7.8	Undersized Service Pipes.....	21
7.9	Thawing Frozen Service Pipes.....	22
7.10	Irregularly Located Service Pipes	22
7.11	Modification of Facilities.....	22
7.12	Association of Customers	22

RULE 8. PLUMBING RESTRICTIONS

8.1	Lawn Irrigation System and Yard or Post Hydrant Installation Requirements	22
8.2	Prevention of Contamination of Utility's Distribution System	22
8.3	Prevention of Circulation in Looped Systems.....	23
8.4	Potable Secondary Water Supply.....	23
8.5	Non-potable Water Supply.....	23
8.6	Booster Pump Installations	23
8.7	General Requirements.....	23

TABLE OF CONTENTS

PAGE NO.

RULE 9. FIRE SERVICE

9.1	Design and Installation Requirements.....	23
9.2	Alarms and Check Valves.....	24
9.3	Seals on Hydrants and Other Fixtures.....	24
9.4	Discontinuance of Service.....	24
9.5	Fire Meters	24
9.6	High Volume – High Pressure Industrial Systems	24
9.7	Detector Checks	25

RULE 10. UTILITY'S RESPONSIBILITY FOR SERVICE

10.1	Interruptions, Pressure and Volume	25
10.2	Liability for Damages on Customer's Premises.....	25

RULE 11. COMPLAINT PROCEDURE

11.1	Complaint.....	25
11.2	Investigation of Complaint and Notification of Proposed Disposition	26
11.3	Service During Review of Complaint	26
11.4	Record of Complaints	26

RULE 12. MAIN EXTENSIONS

12.1	Definitions.....	26
12.2	Written Agreement and Scheduling of Projects.....	27
12.3	Design of Main Extension.....	27
12.4	Determination of Cost of Main Extension	27
12.5	Determination of Revenue Allowance	29
12.6	Guarantee to Insure Connection to Free Extension.....	29
12.7	Allocation of Total Required Deposit Where There is More Than One Prospective Customer	29
12.8	Cash or Secured Deposits.....	29
12.9	When Deposits Collected Are Less Than Total Required Deposit	30
12.10	Return of Deposits Upon Failure to Commence Construction.....	30
12.11	Connection and Service.....	30
12.12	Utility May Install Larger Mains	30
12.13	Subsequent Connector's Fee.....	30
12.14	Provision Regarding the Refund of Deposits	31
12.15	Optional Surcharge Main Extension in Developed Residential Area	32
12.16	Special Contracts for Rate Surcharge in Developed Residential Area.....	34
12.17	Other Rules	34

TABLE OF CONTENTS

PAGE NO.

RATE SCHEDULES

Water Rate No. 1 - Metered Water Service	101 – 101B
Water Rate No. 2 - Private Fire Protection Service.....	102 – 102B
Water Rate No. 3 - Interruptible Raw Water Service at Morse Reservoir.....	103 – 103B

APPENDICES

Appendix A – Miscellaneous Service Charges	201 – 201C
Appendix B – Non-Recurring Charges	202 – 202B

RULES

APPLICATION

The terms and conditions for service, as set forth here and as amended and supplemented from time to time, shall govern all water service rendered or to be rendered by the Utility. They shall be binding upon every Customer and constitute a part of the terms and conditions of every contract for water service, whether expressly incorporated therein or not.

DEFINITIONS

The following terms as used in these rules have the following meanings:

ACTIVE SERVICE -	Service is on from the main to the Premises, and water service is being billed.
BRANCHED SERVICE PIPE -	A pipe connected to the primary Service Pipe that supplies water to a Premises.
CITIZENS GAS -	<u>The Board of Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust for the gas system, doing business as Citizens Gas, 2020 North Meridian Street, Indianapolis, Indiana 46202.</u>
COMMISSION -	Indiana Utility Regulatory Commission.
COMBINED BILL -	<u>A bill issued to a Customer for any combination of more than one of the Utility Services. However, a Customer who has executed a contract for and is receiving temporary water service through a Hydrant Meter will receive a separate bill for this service.</u>
COMMISSION'S RULES -	<u>Rules, Regulations and Standards of Service for Utilities Rendering Water Service in Indiana, adopted by the Commission on September 27, 1977, in Cause No. 34805, pursuant to 170 IAC 6-1 et al. as revised, supplemented and replaced from time to time.</u>
CUSTOMER -	An individual, firm, corporation, government agency or other entity being supplied with water utility service by the Utility.
CWA AUTHORITY, INC.	<u>CWA Authority Inc., 2020 N. Meridian Street, Indianapolis, Indiana 46202 or any other professional management firm that has been retained by CWA Authority, Inc. to operate its sewage disposal system and that is acting in its capacity as the agent or representative of CWA Authority, Inc.</u>
DEFAULT VALUE -	<u>The typical monthly usage attributable to the Customer's applicable Meter size as determined by the Utility from time to time.</u>
EASEMENT -	An interest in land owned by another that entitles the Utility to a specific, limited use.
FIRE METER -	A device owned by the Utility which measures and records the quantity of water supplied to the Customer both for private fire service and for use other than private fire service.

HYDRANT METER -	A device owned by the Utility which temporarily is connected to one of its hydrants and measures and records the quantity of water supplied to the Customer on a temporary basis.												
INACTIVE SERVICE -	Water service is available from the main to the Premises, but water service is not being billed.												
MAIN -	A pipe owned by the Utility, located within a public right-of-way or an easement granted to the Utility or reserved for utilities, which delivers water to fire hydrants and Service Pipes.												
METER -	A device owned by the Utility which measures and records the quantity of water supplied to the Customer.												
PERSON -	An individual, firm, corporation, governmental agency or other entity.												
PLUMBER -	A person performing plumbing service and bonded to the Utility's satisfaction.												
POTABLE WATER SUPPLY -	Water meeting the drinking water quality standards enumerated in 327 IAC 8-2.												
PREMISES -	The whole or part of a dwelling, building, or structure owned, leased or operated by a single legal entity located on a single parcel or contiguous parcels of real estate and receiving water service as approved by the Utility. Examples of buildings and the corresponding number of Premises are as follows: <table><tr><td><u>Example</u></td><td><u>No. of Premises</u></td></tr><tr><td>Residential House</td><td>1</td></tr><tr><td>Commercial Building(s)</td><td>1 per building</td></tr><tr><td>Double</td><td>2</td></tr><tr><td>Condominium</td><td>1 per owner</td></tr><tr><td>Apartment Complex</td><td>1 per complex</td></tr></table> Each lot or service building will be considered a Premises, and therefore, served by a separate Service Pipe. Any exception to this must be approved by the Utility. If the situation is not described by one of the above examples or is unusual, the Utility will give such special consideration as the circumstances require in its judgment.	<u>Example</u>	<u>No. of Premises</u>	Residential House	1	Commercial Building(s)	1 per building	Double	2	Condominium	1 per owner	Apartment Complex	1 per complex
<u>Example</u>	<u>No. of Premises</u>												
Residential House	1												
Commercial Building(s)	1 per building												
Double	2												
Condominium	1 per owner												
Apartment Complex	1 per complex												
PRIMARY SERVICE PIPE -	A pipe connected to a Utility Main that supplies water to more than one Premises.												

PUBLIC RIGHT OF WAY -	The entire right-of-way of a road, street or way which has been dedicated for use by the public and accepted by the appropriate governmental authority.
RESIDENTIAL CUSTOMER -	A person being supplied with water service by the Utility exclusively for residential purposes.
SERVICE PIPE -	A supply line connecting a Premises directly to the Utility's Main located (a) in a Public Right-of-Way adjacent to the real estate upon which such Premises is located, (b) in an Easement on, over or under the real estate upon which such Premises is located, (c) in an Easement adjacent to the Public Right-of-Way adjacent to the Customer's Premises, or (d) in an isolated Premises in a commercial/industrial complex.
SERVICE STOP -	A valve inserted in the Service Pipe between the Main and the Meter for the purpose of turning water on and off.
SUMMER PERIOD -	<u>The meter reading dates during the months of May through October.</u>
TAP -	A fitting owned and installed by the Utility in order to connect a Service Pipe to the Main.
UTILITY -	The Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as trustee of a public charitable trust for the water system, doing business as Citizens Waterworks, 2020 N. Meridian Street, Indianapolis, Indiana 46202, or any professional management firm that has been retained by Citizens Waterworks to operate its water utility facilities and that is acting in its capacity as the agent or representative of the Citizens Waterworks.
UTILITY'S RATE SCHEDULES -	The Utility's schedules of rates and charges as approved by the Commission and may be revised, supplemented, and replaced from time to time.
UTILITY SERVICES -	<u>Shall include one or more of the following services: (1) water services provided by the Utility; (2) gas delivery and gas supply services provided by Citizens Gas; and/or (3) sewage disposal service provided by CWA Authority, Inc.</u>
WINTER PERIOD -	<u>The meter reading dates during the months of November through April.</u>

RULE 1. COMMENCEMENT OF SERVICE

1.1 General. A prospective Customer shall not connect or reconnect service, nor employ any person to do so, without authorization by the Utility. All service rendered by the Utility shall be solely for the uses and Premises designated by the prospective Customer at the time service is requested and subject to, and in accordance with, these rules and regulations and the Utility's Rate Schedules. A Customer shall not sell or give away water to anyone not specifically included in its agreement with the Utility for service.

1.1.1 No promises, agreements or representations of any agent, employee or authorized representative of the Utility, or its predecessor, shall be binding upon the Utility unless the same shall have been incorporated in a written contract or application.

1.2 Metered Domestic and Fire Service. A prospective Customer desiring metered water service to a Premises connected by an existing Service Pipe to a Main shall notify the Utility either in writing or by telephone at least three days before the desired connection date. A prospective Customer desiring metered water service to a Premises not connected by a Service Pipe to a Main shall have his Plumber submit to the Utility a written application for plumbing permit, allowing at least three working days for the application approval before calling to schedule the Tap. After the application for service is approved, all Taps will be scheduled in the order received by the Utility. The connection shall not be made until the Utility authorizes the Plumber to connect a Service Pipe to the Tap. For ¾-inch and 1-inch service lines, the Utility shall install a Meter at the time of the service connection. Service commences for the Customer when the Meter is set. For service lines larger than 1-inch, the prospective Customer may request and obtain service in accordance with these rules.

1.3 Unmetered Fire Service. The Utility will commence public or private unmetered fire service after a prospective Customer application has been approved and a confirmation letter has been sent to the applicant. The Utility will not furnish unmetered fire service to a Premises unless metered water service for use other than fire service is also being supplied to the Premises. Unmetered fire service commences for the Customer when the Service Stop is turned on.

1.4 Emergency Service. When necessary for the health or safety of a Customer or his/her property, the Utility may authorize temporary emergency water service in any manner appropriate to the circumstances and consistent with sound engineering practice and will charge the Customer involved in such service, during the period of emergency, the appropriate charges prescribed in the Utility's Rate Schedules for the water usage and size of Meter through which they receive water service.

1.5 Unauthorized Use of Water. Unless authorization for water service has been granted by the Utility, water shall not be turned on at any Premises by anyone other than the Utility's representatives, except that a Plumber authorized by the Utility to connect a Service Pipe to a Tap may temporarily turn on the water to test his work. The Plumber shall turn the water off immediately after testing. Before and after such test, the Utility may lock the valve on the upstream side of the Meter in the closed position until commencement of service is authorized by the Utility. If the water is turned on or left on, in violation of this or any other applicable rule, the Customer or other person determined by the Utility to be responsible shall pay the cost of water service for the Premises for such time as the water was on without authority from the Utility.

1.5.1 Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for water service, the Utility may, after estimating the volume of water service so used.

1.5.1.1 Immediately disconnect such water service without notice pursuant to Rule 4.2.

1.5.1.2 Bill and demand immediate payment from the person benefiting from such device or scheme the actual costs of water used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.

1.5.1.3 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Utility's reasonable and customary estimate thereof.

RULE 2. CUSTOMER SECURITY DEPOSITS

2.1 Deposit Requirements. The Utility may require a cash security deposit ("deposit" in this Rule 2) in an amount not to exceed one sixth (1/6) of the expected annual billings for the Premises served if the Residential Customer has (1) been mailed disconnect notices for two consecutive months or any three months within the preceding twelve months or (2) had service discontinued for nonpayment of bills. If the deposit required is in excess of \$70, it may be paid in equal installments over a period not to exceed eight weeks, except where the deposit is required as a result of disconnection of service for nonpayment of bills, in which case full payment of the deposit will be required prior to reconnection. In accordance with the Commission's Rules pursuant to 170 IAC 6-1 et al. the Utility may require a Residential Customer or Applicant to pay a cash deposit as a condition of receiving or continuing to receive water service, if the Utility determines that the Customer or Applicant is not creditworthy in accordance with the Commission's Rules set forth in 170 IAC 6-1-15 (as the same may be amended from time to time).

2.1.1 The Utility may require Customers or Applicants for Water Services that are not Residential Customers to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Water Services. Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest water consumption. The Utility shall determine the appropriate deposit.

2.2 Interest on Deposits. ~~A deposit made pursuant to this Rule 2 and held for more than twelve (12) months shall earn interest from the date the deposit is paid in full to the Utility at a rate of six percent (6%) per annum. Interest on any deposit held by the Utility on or before August 31, 2012 will earn an interest rate of six percent (6%) per annum from the date of receipt by the Utility through August 31, 2012. Effective September 1, 2012, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current month from the date the deposit is paid in full to the Utility. The rate of interest will be the same as that established for gas utilities by the Indiana Utility Regulatory Commission in a general administrative order pursuant to 170 IAC 5-1-15(f)(2) for each calendar year.~~

2.3 Refunds of Deposits to Continuing Customer. Deposits from Residential Customers will be refunded after the Residential Customer has established an acceptable payment record for Utility Services in accordance with the Commission's Rules. The deposit of any non-residential Customer or the deposit of a Residential Customer who fails to establish an acceptable payment record may be retained by the Utility until Utility Water Services are discontinued.

2.4 Refunds Upon Disconnection Deposits Applied to Bill. Upon disconnection-discontinuance of Water-Utility Services, the deposit and earned interest, if any, will be applied to the payment-balance of any outstanding Utility Services bills or unbilled consumption. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the Customer. The Customer will be billed for any balance due the Utility. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the Customer after termination of service, shall be reported and disposed of as required by the Uniform Disclaimer of Property Interests Act (Indiana Code 32-17.5, et seq).

RULE 3. METER READINGS AND BILLINGS

3.1 Billings, Meter Readings and Estimates. All metered accounts will be billed monthly. All Meters will be read bi-monthly, unless the Customer requests regular monthly readings at the charge provided in the Utility's rate schedules. Readings shall be prima facie evidence of the amount of water used. Customers will be billed on the basis of estimated consumption for the first month of the reading period, and the second month will be billed on the basis of actual consumption for the total reading period, less the estimated consumption billed in the first month. Bills based on estimated consumption may also be rendered at the request of the Customer or where circumstances beyond the Utility's reasonable control require estimates, including, but not limited to, inclement weather, labor disputes, inaccessibility of a Customer's Meter or remote counter where the Utility has reasonably attempted to read it, and failure of the Meter or remote counter to register. All Meters normally will be read monthly. When for good cause, pursuant to 170 IAC 6-1-13(c), a Meter is not read on a normal interval, including failure of the Meter or remote counter to register, an estimated Meter read shall be used and so identified on the bill. The Utility will issue bills to Customers on a Monthly basis for the applicable Utility Services. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on a Sunday or a legal holiday, the seventeen-day period shall be considered to end the next business day.

For Customers with consumption history, Estimated any estimated monthly consumption for interim billings will be the higher based on a comparison of the most recent 12-month average or two-month and the period most recent two-month average as described below. During the Winter Period, the estimated monthly consumption will be the lower of the 12-month average and the most recent two-month average. During the Summer Period, the estimated monthly consumption will be the higher of the 12-month average and the most recent two-month average. New Customers with less than a 12-month history are billed at the higher of the most recent two-month average or the average of all available months. Under certain circumstances, a Default Value may be substituted for the use of averages.

Bills for municipal uses will be rendered monthly. Annual unmetered municipal consumption will be estimated, based on consultations, and treated as consumed evenly throughout the year as metered water.

Bills for unmetered fire service will be rendered monthly. If a Customer receives unmetered fire service through a Service Pipe in which a detector check with a bypass Meter is installed, as provided for in Rule 9.7, the Utility will read the Meter at the time of the annual fire service inspection, and the consumption shall be treated as consumed evenly over the period since the previous reading.

3.2 Delinquent Bills. If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

3.2.1 All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.

3.2.2 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth on Appendix B.

3.2.3 A single charge may be made for each visit to the Customer's Premises to collect a delinquent account for applicable Utility Services; such charge to the Customer shall be pursuant to the Delinquent Account Collection Charge reflected on Appendix B.

3.2.4 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth on Appendix B

3.2.5-1 The Utility may provide an Automatic Bank Deduction Plan for Nonindustrial Customers, which will be a payment plan whereby the Combined Bill billed amount is deducted each month from the Nonindustrial Customer's checking bank account by the Nonindustrial Customer's authorized financial institution. The Utility shall continue to provide to the Nonindustrial Customer a Monthly bill.

3.2.6 1-2 The Utility may provide a budget plan for payment of Utility Services bills by the Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. All Utility Services shall be on a budget plan to qualify for budget billing. The amount actually paid by the Customer shall be balanced with the amount actually billed to the Customer and any differences shall be paid by or credited to the customer.

3.2.7 1-3 A single charge may be made for providing a Customer with usage summary by Meter beyond the twenty-four (24) month period available online; such charge to the Customer shall be pursuant to the Usage Information Charge set forth on Appendix B.

3.3 Application of Combined Bill Payment

3.3.1 The Utility shall prorate Combined bBill payments based upon billed charges for applicable active Utility sServices and apply payments first to the oldest outstanding charges for Utility Services and then to current charges pertaining to Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.

3.3.2 A Customer may direct Combined bBill payments by contacting the Utility prior to the due date. For all other payments, the Utility is not obligated to direct payments.

3.3.3 Payments in excess of the charges for applicable active Utility sServices will be applied to inactive Utility sServices balances and prorated according to the balances of the inactive Utility sServices.

3.432 Adjustments Following Estimated Bills. Where the Utility has billed based on estimated consumption, the first charge after a Meter reading is obtained shall be adjusted by averaging consumption over the period from the last reading, or from the date service through the Meter was begun if the Meter had not been previously read, charging for each period in accordance with the Utility's Rate Schedules for the periods and allowing credit for the amount of estimated billings.

3.33.5 More Frequent and Requested Meter Readings. Any Customer may, upon written request to the Utility, obtain regular monthly readings of his Meter for such additional charge as prescribed in the Utility's Rate Schedules. Upon request of a Customer, the Utility will make a special reading of the Customer's Meter at a time other than the time of a regularly scheduled reading for the charge prescribed in the Utility's Rate Schedules. The Utility, however, shall have no duty to issue a special bill based on such off-cycle reading.

3.4 Delinquent Bills. Each Utility Services bill shall be due upon receipt and payable at the Customer service office of the Utility or at such other places as may be designated by the Utility. Bills which remain unpaid for more than seventeen days following the mailing of the bill shall be delinquent, and a late payment charge per service in the amount set forth in the Utility's Rate Schedules will be added to the bill and owed by the Customer.

3.5 Charges Follow Customer. All charges for Utility Services follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the Utility Services bill, even though the tenant may pay it. A Customer's service may be discontinued for failure to pay for service rendered to him at a previous location if such bill has remained unpaid for more than 45 days. There will be no abatement of charges by reason of the extended absence of the Customer from the Premises unless the Utility has been notified to discontinue service.

3.6 Remote Meter Reading Service. Remote Meter reading service is available to Customers being served through 5/8-inch, 3/4-inch or 1-inch Meters which are installed indoors. This service allows the Utility to read Meters located inside a structure without entering the structure. A small, weatherproof totalizer will be mounted on the outside of the structure and connected by a cable to a register mounted on the Meter. The equipment to accomplish this service will be furnished, installed, maintained and replaced, if necessary, and owned by the Utility. A remote meter reading device is a fixture at the Premises where it is installed and will not be moved to another location without the Utility's written consent.

Whenever the Utility, during normal working hours, is unable to read a Customer's Meter for twelve consecutive months, the Utility shall require installation of a remote meter reading device. Once a remote meter reading device is installed, it will remain in service until the Service Pipe to the Premises is replaced, in which event the inside Meter shall be relocated to an outside meter pit approved by the Utility and located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line.

3.7 Leakage Allowance.

3.7.1 Underground leaks. Allowance for underground Service Pipe leaks or leaks in crawl spaces or concrete floors (but not leaks in underground irrigation systems) will be 75 percent of the charge for wasted water estimated from the beginning date of the leak to the date of repair, which period shall not exceed two regular reading periods unless extended by missed readings. The Utility will inspect the Premises to determine the cause of the leak. Wastage will be considered as the excess consumption over normal usage, obtained by reference to the Customer's consumption record. If there is no consumption

record, the average consumption for the previous calendar year for the appropriate customer classification will be used as the normal consumption. An adjustment will be given only after the Customer has corrected the condition causing the leak and the Premises has been inspected by the Utility to determine that repairs have been properly made.

3.7.2 Other types of hidden leaks. Allowance for other types of hidden leaks (but not leaks in underground irrigation systems) will be 50 percent of the charge for wasted water. The period adjusted shall not exceed one regular reading period unless extended by missed readings. Such allowance will be considered only one time per Customer per service address, and only when all the following conditions exist: (a) consumption is at least double normal usage, (b) consumption is at least 2,000 cubic feet more than normal, (c) total consumption for the reading period exceeds 2,800 cubic feet, (d) circumstances indicate that a leak exists or had existed, (e) the leak shall have been hidden from open view, including toilet leaks and other concealed plumbing leaks, and (f) repairs have been made. Wastage will be determined as indicated in Rule 3.7.1. An adjustment will be given only after the Customer has corrected the condition causing the leak to the Utility's satisfaction.

3.8 Billing Errors. All billing errors, including incorrect tariff applications, will be adjusted by the Utility to the known date of error or for a period of one year, whichever period is shorter.

3.9 Adjustments Due to Meter Error. If a Meter is found to have a percentage of error greater than two percent during a test conducted by the Utility or the Commission at the request of the Customer, in accordance with these rules, the following adjustments of bills shall be made:

3.9.1 Fast Meters. When a Meter is found to have a positive average error – i.e., is fast, in excess of two percent, the Utility will refund or credit to the Customer's account the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous test, or one year, whichever is shorter. This average charge shall be calculated on the basis of units registered on the Meter over corresponding periods, either prior to or subsequent to the period for which the Meter is determined to be fast. No part of a monthly service charge will be refunded.

3.9.2 Slow Meters. When a Meter is stopped or found to have a negative average error – i.e., is slow, in excess of two percent, the Utility will charge the Customer an amount estimated to be the average charge for one-half of the time elapsed since the previous test, or one year, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the Meter over corresponding periods, either prior to or subsequent to the period for which the Meter is determined to be slow or stopped. Such charge will be made only in cases where the Utility is not at fault for allowing the stopped or slow Meter to remain in service.

3.10 Aggregated Meter Reading. Meter readings for a Premises will be aggregated for billing purposes, in lieu of installation of a master meter, where the Customer would be entitled to a master meter for the Premises under the Utility's current rules but was previously unable to install a master meter due to rules of the Utility then in effect. The monthly charge for this service will be pursuant to the Multiple Meter Aggregated Billing Charge as reflected on Appendix A. This rule is applicable only with respect to Service Pipe and Meter installations for which a written request for aggregated Meter readings and billings was made to, and approved by, the Utility's predecessor, the Department of Waterworks of the City of Indianapolis.

3.11 Adjustment for Water Used Through a Fire Meter. If a Customer receives water service through a Service Pipe in which a Fire Meter is installed, and water is needed and used because of a fire, the Utility, upon

written notice of and within 30 days after such use, will adjust the charges owed by the Customer for the metered water service to reflect water used solely for non-fire service purposes. The adjustment will be based upon the Customer's average monthly consumption for non-fire service purposes during the previous twelve months or for such period as the Customer has received water service from the Utility for non-fire service purposes if less than twelve months.

RULE 4. DISCONNECTION OF SERVICE

4.1 Upon Customer's Request. A Customer desiring disconnection of service must notify the Utility at least three days in advance of the day on which disconnection is desired. The Utility will endeavor to disconnect the service within three working days of the requested disconnection date. The Customer shall remain responsible for all service used and the related billings until service is disconnected pursuant to the Customer's notice, except that the Customer shall not be liable for any service rendered more than three working days after the requested disconnection date.

4.2 Without Customer's Request and Without Notice. The Utility may disconnect water service to a Customer without request by, or prior notice to, the Customer if:

4.2.1 there exists an unapproved cross-connection of a Customer's water pipes to any other source of water supply or any other condition about the Customer's Premises that might cause contamination of the public water supply or otherwise be dangerous or hazardous to life, physical safety or property;

4.2.2 there is an outstanding order of a court, the Commission or other duly empowered authority directing disconnection;

4.2.3 a fraudulent or unauthorized use of water is detected by the Utility, and the Utility has reasonable grounds to believe the Customer is responsible for such use;

4.2.4 the Meter or any of the Utility's regulating or measuring equipment has been tampered with, and the Utility has reasonable grounds to believe that the Customer is responsible for such tampering; or

4.2.5 the Customer fails to meet the terms of the Utility's 24-hour payment arrangement described in Rule 4.4.

4.3 Without Customer's Request But With Notice. The Utility may disconnect water service to a Customer for any of the following reasons, provided it notifies the Customer as set forth here:

4.3.1 the Customer fails to repair any leak in the Service Pipes or appurtenances between the Public Right-of-Way or Easement in which the Main is located and the Meter, or in any private fire system or unmetered facilities;

4.3.2 ~~the Customer vacates the Premises or fails to pay his/her bills or other charges related to his/her Utility Services installations or facilities in accordance with these rules and the Utility's Rate Schedules, or otherwise violates any of these rules~~ Nonpayment of a delinquent bill;

4.3.3 the Customer fails to provide free and nonhazardous access to the Premises and Meter so that the Utility's representatives may make meter readings and necessary inspections and maintain, replace, or remove the Meter, or fails to maintain approved Meter settings, including pits and vaults;

4.3.4 the Customer installs a new Service Pipe or appurtenances or alters or removes the existing Service Pipe or appurtenances, including the Meter, without the Utility's written consent; or

4.3.5 the Customer fails to remedy a condition or use on his Premises which, in the Utility's judgment, endangers the Utility's distribution system.

If service is to be disconnected for any of the foregoing reasons, the Utility will, at least ~~seven~~ five (7) days (~~fourteen~~ seven (14) days in the case of a Residential Customer) prior to the proposed disconnection, mail or personally deliver notice to the Customer or a responsible person on the Premises, at the address of the Customer shown on the records of the Utility. The notice will state the date of the ~~and~~ reason for the proposed disconnection, and the Utility's telephone number which the Customer may call during regular business hours for further information. In the case of disconnection of a Residential Customer, the notice will also contain a reference to the pamphlet furnished by the Utility to each of its Customers for information as to the Residential Customer's rights.

4.4 Procedure for Involuntary Disconnection of Residential Customers. Immediately preceding the disconnection of Utility Services to a Residential Customer, the Utility's employee designated to perform such function will attempt to identify himself/herself to the Residential Customer or other responsible person then at the Premises. The employee will announce the purpose of the visit, and a record of the visit will be maintained for at least thirty (30) days. The employee will also attempt to inform the Residential Customer or other responsible person of the reason for disconnection including, if the reason for disconnection is nonpayment, the amount of any delinquent Utility Services bill. The employee will request from the Residential Customer any available verification that the reason for disconnection of service is no longer valid (such as, but not limited to, written evidence that the delinquent bill has been paid or evidence that the conditions, circumstances or practices which caused the disconnection have been corrected) or that the reason of disconnection is currently in dispute and under review, pursuant to Rule 11. The employee will not be required to accept payment or offer the Utility's 24-hour payment arrangement in order to prevent the service from being disconnected for nonpayment; however, ~~the~~ the ~~Utility's 24-hour payment arrangement may be offered as an option to disconnection, should the Customer or other responsible party offer such payment.~~ Upon the presentation of satisfactory evidence, or acceptable payment, or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, service will not be disconnected. When the employee has disconnected the service, he/she will give to a responsible person at the Residential Customer's Premises, or if no one is at home, will leave at an entry way on the Premises, a notice stating that service has been disconnected and the address and telephone number of the Utility where the Customer may arrange to have service reconnected.

4.5 Duplicate Notice Protection Plan. ~~Effective October~~ September 1, 2012, a Residential Customer may request the Utility notify a predesignated third party of a ~~water~~ Utility's Service disconnection notice issued to the Residential Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the predesignated third party, by mail, of the pending Utility's Service disconnection at the time the Utility renders the disconnection notice to the Residential Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

4.6 Postponement of Disconnection of a Residential Customer for Medical Reasons. Except in the case of disconnection for any of the reasons set forth in Rule 4.2, the Utility will postpone the disconnection of

water-Utility service to a Residential Customer for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Utility with a medical statement from a licensed physician or public health official stating that such disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Residential Customer. The postponement of disconnection will be continued for one additional 10-day period upon the Customer furnishing the Utility an additional medical statement dated on or before the end of the first 10-day period.

4.7 Other Circumstances Postponing Disconnection of Residential Customer. The Utility will not disconnect service to a Residential Customer who:

4.7.1 fails to pay for water or sewage disposal services rendered at a different Premises, metering point, residence, or location, unless such bill has remained unpaid for at least forty-five (45) days, or

4.7.2 fails to pay for water or sewage disposal services to a previous occupant of the Premises served, unless the Utility has reason to believe the Customer is attempting to defraud the Utility by using another name, or

4.7.3 Prior to the disconnect date specified in the disconnect notice, establishes to the Utility's satisfaction the existence of a financial hardship as the reason for his inability to pay the full amount due and (a) pays at least \$10 or one-tenth (1/10) of the delinquent bill, whichever is less, (b) agrees to pay the remainder of the outstanding bill within three months, (c) agrees to pay all undisputed future bills for service as they become due and (d) has not breached any similar agreement with the Utility within the past twelve months. The terms of the agreement must be in writing. The Utility may add to the Residential Customer's outstanding bill a late payment charge in the amount prescribed in the Utility's Rate Schedules, or

4.7.4 is unable to pay a bill which is unusually large due to prior incorrect reading of the Meter, incorrect application of the Utility's rates schedules, incorrect connection or functioning of the Meter, prior estimates where no actual reading was taken for over two months, a stopped or slow Meter or remote meter reading device, or any human or mechanical error of the Utility, and (a) pays an amount at least equal to the Customer's average bill for the twelve (12) bills immediately preceding the bill in question, (b) agrees to pay the remainder within three months, and (c) agrees to pay all undisputed future bills for service as they become due. The terms of the agreement must be in writing. The Utility may not add to the Customer's outstanding bill any late payment charge.

4.8 Time of Disconnection. In cases of disconnection of service for nonpayment, the Utility will disconnect service between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time, except that requested disconnections and disconnections for any reasons set forth in Rule 4.2, above, may be made at any time. Disconnections of service for nonpayment will be made on days on which the Utility's office or call center is open to the public and before twelve noon (12:00 noon) of the day immediately preceding a day on which the Utility's office or call center is to be closed to the public.

4.9 Remedies Not Exclusive. The remedies provided to the Utility in this Rule 4 shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity.

4.10 Reconnection. After disconnection of water service to a Premises in accordance with these rules, the Utility will reconnect the service to a Premises if (1) all conditions, circumstances or practices which caused the

disconnection have been corrected, (2) all unpaid bills for water or sewage disposal service have been paid, (3) the deposit, if required by the Utility in accordance with Rule 2.1 above, has been made by the Customer, (4) a responsible person is present in the Premises to see that all water outlets are closed to prevent damage from escaping water, and (5) the Customer has paid the Utility's Reconnection Charge as prescribed in the Utility's Rate Schedules on Appendix B.

RULE 5. METERS

5.1 Ownership and Size of Meter and Pit. All Meters shall be owned, installed, removed and maintained by the Utility. The Utility shall determine the kind and size of Meter to be used in connection with any Service Pipe. Except as provided in Rule 5.3, all meter pits, meter pit covers and other materials comprising the meter pit facilities shall be purchased, owned, installed, removed, and maintained in a safe manner by the Customer.

5.2 Location and Protection of Meter and Pit. Meters larger than 1-inch shall be installed in an approved meter pit or inside the structure served. However, if, in the Utility's judgment, a backflow prevention device is required, it shall be located adjacent to the Public Right-of-Way or Easement line unless otherwise approved by the Utility prior to installation. Meters shall always be placed upstream of backflow devices. See Rule 8 for more details. Unless otherwise approved by the Utility, Meters 1-inch and smaller shall be installed in a meter pit approved by the Utility located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line.

Upon request of a Customer and before installation, the meter pit will be located at the point requested by the Customer if practicable and in accordance with sound utility standards. The meter pit must be constructed to protect the Meter from freezing and damage from vehicular traffic and located to be convenient and accessible for the Utility representatives. The pit location should be designed to prevent an inflow of surface water.

Meters which cannot be installed in outside pits shall be located inside the structure served as approved by the Utility. An inside Meter shall be as near as possible to the point where the Service Pipe enters the building in a clean, dry, safe place, protected from freezing and hot water and not subject to wide temperature variations. In case of damage to a Meter or any of its immediate attachments by reason of any act, neglect or omission on the part of the Customer (including, but not limited to, the freezing of an inside meter), the Customer shall pay the Utility the Damaged Meter Replacement charge prescribed in Appendix B of the Utility's Rate Schedules for repair and replacement of the Meter.

The Meter shall at all times be accessible for reading, inspection and removal for testing. The Utility reserves the right to put seals on any water Meter or on its couplings for any Premises, and may turn off the supply if such seals are found broken or removed.

5.3 Change in Location. All changes in the location of a Meter shall be approved by the Utility and, except as hereinafter provided, at the Customer's expense. Whenever the Service Pipe to a Premises having an inside Meter is replaced, the Meter shall be relocated in a meter pit approved by the Utility located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line, in which case the Utility, at its expense, will provide the Customer with the Meter connection, pit cover, lid and service stop, to be installed by the Customer at his/her expense.

5.4 Multiple Meters. Where water for a Premises is metered at more than one Service Pipe for the convenience or at the request of the Customer, each location shall be billed separately except as provided in Rule 3.10. If the Utility determines that water for a Premises should be metered through more than one Service Pipe for

the convenience of the Utility, meter readings shall be aggregated and billed as if from a single Meter. In no event will meter readings be aggregated for two or more Premises.

5.5 Temporary Hydrant Meters. Where temporary water service is requested from one of the Utility's hydrants, the Customer will receive this service through a Hydrant Meter assembly after executing a contract with the Utility and paying the required deposit and connection charge as prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules. The Hydrant Meter will be issued by the Utility and secured to the hydrant by the Customer. The Utility reserves the right to remove its hydrant connection and Meter and terminate this service at any time it deems necessary or appropriate, without prior notice. The deposit is refundable upon service termination as provided in Rule 2.4.

Each temporary Hydrant Meter depositor shall report to the Utility by the first day of each month the amount of water which passed through the Meter during the prior month. The reports may be subject to verification by the Utility and will serve as the basis for billing for water service. In the event no report of water usage is furnished to the Utility, the charges for water service will be based on estimates as provided in Rule 3.1. Any temporary Hydrant Meter depositor who fails to report water usage for any two months during the preceding 12-month period shall pay a late reporting charge for each subsequent late reporting, as prescribed in the Non-Recurring Charges tariff of the Utility's Rate Schedules.

RULE 6. METER TESTING

6.1 Records and Procedure. Whenever a Meter in service is tested, a record will be kept of the location of the Meter, the reason for making the test and the readings of the Meter before and after the test. For the determination of Meter accuracy, the Utility will use the test flows for the various types of Meters specified from time to time in the Commission's rules. These test flows for displacement-type cold-water Meters currently are:

<u>Nominal Meter Size</u>	<u>Minimum Test Flow Gallons per Minute</u>	<u>Normal Test Flow Limit Gallons per Minute</u>
5/8-inch	1/4	1 - 20
3/4-inch	1/2	2 - 30
1-inch	3/4	3 - 50
1 1/2-inch	1 1/2	5 - 100
2-inch	2	8 - 160
3-inch	4	16 - 300
4-inch	7	28 - 500
6-inch	12	48 - 1,000

Displacement Meters will be tested at three or more test flows. One will be at the minimum test flow. One will be at not more than 10% of the maximum normal test flow. One will be at not less than 35% of the maximum normal test flow limit.

A Meter will not be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or over or under registers more than 1 1/2% in the normal test flow limits, with the exception that a repaired Meter will register not less than the following appropriate percentage of the water passed through it at the minimum test flow, and shall not over or under register more than 2% in the normal test flow limits:

If manufactured on or after January 1, 1955 — 90%
If manufactured prior to January 1, 1955 — 85%

6.2 Frequency of Testing. Meters will be inspected and tested by the Utility in accordance with the following program, known as the "Statistical Quality Control Program:"

6.2.1 The Statistical Quality Control Program shall be based on Military Standard No. 105-D, Sampling Procedures and Tables for Inspection by Attributes. Sample size code letters will be taken from Table I, General Inspection Level II. Sample size and acceptance-rejection numbers will be determined from Table II A, single sampling plan for normal inspection, using Acceptance Quality Level (AQL) 10.

6.2.2 The Meters for quality control sampling will be separated into homogenous groups by manufacturer, model, design, or other distinguishing characteristics by year set. The sample for each group will, as far as possible, be taken from routine Meter exchanges, removals, and field tests for each year, except that those Meters removed or exchanged because of known or suspected defects or for special tests may be excluded from the quality control sample.

6.2.3 If an inadequate sample of Meters is routinely exchanged or removed, the balance of Meters required for sampling will be obtained from Meters in service by removal on a randomly selected basis.

6.2.4 Beginning in the year indicated in the table below and continuing through subsequent service years, Meter groups will be sample tested annually, being allowed to continue in service until an annual sample reaches its rejection number of deviant Meters. The service life of Meter groups may be extended by this quality control program as long as ninety percent of the Meters in a sample group does not exceed an accuracy figure of 102.0 percent when tested at not less than 35% of its rated capacity.

5/8-inch Meters	9th year
3/4-inch Meters	7th year
1-inch Meters	5th year
1 1/2-inch Meters	3rd year

A Meter may be inspected and tested by the Utility at any time that the Utility suspects it of registering inaccurately.

6.3 Meter Tests Requested by Customers. The Utility will test the accuracy of a Meter upon written request by a Customer. The Customer shall pay the charge set forth in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules for any Meter test after the first test of such Meter if (1) the test is requested within thirty-six (36) months after the last test and (2) any error of the Meter is found to be in compliance with Rule 6.1. A written report giving the results of the test will be made to the Customer within 10 days after the test has been completed.

6.4 Tests Under Commission Supervision. A test will be made of a Customer's Meter by the Utility under the supervision of an employee of the Commission upon appropriate direction by the Commission.

RULE 7. SERVICE PIPES AND OTHER FACILITIES

7.1 Installation and Ownership of Service Pipes. The Service Pipe shall be installed and owned by the Customer. The type, kind and quality of all pipe and materials installed between the Main and the Meter connection shall be subject to approval by the Utility. The Meter and Tap will be furnished, installed, maintained and replaced, if necessary, by the Utility and are its property. If the Tap is installed by the Utility outside regular working hours for the convenience of the Customer, the Customer shall be charged the actual cost to the Utility of labor and equipment used in the work. The Customer or his Plumber shall install the Meter connection, which will be furnished, owned, repaired and replaced, if necessary, by the Utility. If the connection is damaged or lost by the Customer or his Plumber, the Customer shall pay the Utility the cost thereof, but the Customer will not be held responsible for loss or damage if he/she has used reasonable care to protect the Utility's property.

7.2 Maintenance of Service Pipes. The Utility will maintain, repair or replace the portion of the Service Pipe and appurtenances between the Main and the Public Right-of-Way line made necessary by leaks.

The Customer will maintain, repair or replace the portion of the Service Pipe, and appurtenances from the Public Right-of-Way line to the Premises.

The Utility shall have no duty to maintain, repair or replace Service Pipes which are connected to a pipe in a Public Right-of-Way, which pipe, prior to the dedication of the Public Right-of-Way, was a Service Pipe not owned by the Utility.

For Mains and Service Pipes installed in Easements, the Utility will maintain the Main and Tap but will not maintain the Service Pipe.

The Utility shall have no duty to maintain, repair or replace Service Pipes within a vacated Public Right-of-Way or Easements unless the Service Pipe crosses a Public Right-of-Way adjacent to the Easement.

7.3 Disconnection of Old Service Pipes. The Utility will disconnect, at its expense, inactive Service Pipes at the Tap under the following conditions: (1) when the Utility receives a "wrecking" notification for a Premises; (2) when an active Service Pipe serves the Premises; (3) when a Customer installs a new Service Pipe; or (4) when there are no existing on-site needs for water service. If the situation is not described by one of the above conditions or is unusual, the Utility will give such special considerations as the circumstances require in its sole judgment.

All Service Pipe disconnections will be scheduled by the Utility. The Utility is under no obligation to disconnect inactive Service Pipes prior to construction of new or modified Service Pipes.

Any damages to inactive Service Pipes in the Public Right-of-Way or Easement, prior to disconnections performed by the Utility, shall be the responsibility of the property owner.

7.4 Service Pipe Installation Requirements. Service Pipes, including branches, shall be installed according to the following specifications:

7.4.1 The minimum inside diameter of the Service Pipe shall be 3/4-inch (or in accordance with the building code applicable to the area).

7.4.2 The Service Pipe shall run in a straight line perpendicular to the Main or from the Main to the property line or Easement line of the Premises being served. Any exceptions to this practice must be approved by the Utility.

7.4.3 The Service Pipe shall be installed and maintained with a minimum cover of 4 1/2 feet from the Main to a point where the Service Pipe is otherwise protected from freezing.

7.4.4 The Service Pipe shall include a Service Stop of the type approved by the Utility. Service Pipes for Meters one-inch or smaller installed in an outside meter pit shall have a Service Stop with a locking device, which is a part of the meter-holding connection furnished by the Utility. Service Pipes for Meters one-inch or smaller which cannot be installed in an outside pit shall have a Service Stop approved by the Utility placed between the curb and the Public Right-of-Way line. Unless otherwise approved, the service stop shall be placed in the unpaved portion of the Public Right-of-Way near the curb edge of the sidewalk and shall be in front of the structure served. In streets where there are no sidewalks or curbs, such Service Stops, as a general rule, shall be placed in the Public Right-of-Way 5 1/2 feet from the right-of-way line. All Service Pipes 1 1/2-inch or larger shall have a Service Stop installed within three feet of the Main. In no case shall Service Stops be placed in vaults under the sidewalk.

7.4.5 Each Service Stop except those installed in pits shall be provided with an approved box. The top of the box shall be set level with the grade of the surrounding street, sidewalk, or ground. This box shall be originally installed and owned by the Customer and if located on private property shall be maintained and kept to proper grade by the Customer.

7.4.6 Each Service Pipe shall contain an approved shut-off valve. Where the Meter is located in a building, the valve shall be located where the Service Pipe first enters the building and on the street side of the Meter. Where the Meter is located in an outside pit, the valve shall be installed either in the basement or in a riser pipe just above the first floor so that all outlets are controlled. A drawing showing the proposed layout of Branched Service Pipes and valves shall be submitted to, and have been approved by, the Utility prior to installation of said Service Pipes and valves.

7.4.7 Any Service Pipe laid in proximity to an existing or proposed sewer or drain line shall be installed in accordance with the current plumbing rules and regulations of the State of Indiana applicable to such installation.

7.4.8 Every Premises shall receive water utility service through a separate Service Pipe unless the Utility approves and authorizes the provision of water utility service to two or more separate Premises through a primary Service Pipe and related Branched Service Pipes in accordance with Rule 7.12.

A Service Pipe shall not extend from one Premises to another across a Public Right of-Way.

A Service Pipe shall not extend across a property, lot or Easement line except in those instances where the Main to which the Service Pipe is connected is installed in a Public Right-of-Way or in an Easement parallel to the Public Right-of-Way.

7.4.9 The Utility, upon request, will review a Customer's plans and specifications with respect to the type, location and arrangement for the service, Service Pipe and other facilities downstream from the Meter, but the Utility is not responsible for the adequacy of such Service Pipe and facilities downstream from the Meter or for selection by the Customer of the best or most economical type of service or Metering arrangement.

7.5 Replacement of Service Pipes. The Utility recommends against extending or reconnecting a previously installed Service Pipe to a building if such Service Pipe is or may be of inadequate capacity and invites the Customer or Plumber to obtain the advice of the Utility regarding the size of the Service Pipe which would be adequate for the proposed service. If the Customer elects to install a new Service Pipe, the installation shall be made by the Customer.

7.6 Metering Points. Unless the Customer requests additional metering points and the request is approved by the Utility, service shall be supplied through a separate Service Pipe and Meter for each Premises.

In new or unusual situations or situations not described by the existing rules, service and metering points must be reviewed and approved by the Utility prior to installation.

7.7 Relocation of Service Pipes. The Utility shall not be liable for the cost of moving or relocating a Service Pipe or related appurtenances to serve the convenience of the Customer.

If the Utility relocates a Main in connection with a public improvement project, the Utility will, at its expense, reconnect the Service Pipe from the old Main to the new Main.

If a Service Pipe must be relocated or lowered in connection with a public improvement project not involving a Utility Main relocation, the Service Pipe will be relocated or lowered at the expense of the public improvement project agency.

7.8 Undersized Service Pipes. The Utility is not responsible for inadequate or unsatisfactory service due to an undersized Service Pipe. Replacement of an undersized Service Pipe and appurtenances shall be at the Customer's expense.

7.9 Thawing Frozen Service Pipes. The Utility shall not be required to attempt to thaw Service Pipes.

7.10 Irregularly Located Service Pipes. A Service Pipe which is irregularly located shall, at the Utility's expense, be relocated and connected to a new Main abutting the Premises when subsequently installed for other purposes.

The Utility shall not be under any obligation to permit connection or to supply service to any Customer whose Premises does not abut a Main.

7.11 Modification of Facilities. Where modification of the Customer's facilities, or the type or arrangement of service is required in the Utility's judgment because of changes in the use of the Premises or because of the Customer's operations which affect the Utility's distribution system, such as the causing of pressure fluctuations which affect service to other Customers or damage to the Utility's system, the necessary modification shall be made at the Customer's expense at the request of the Utility. The Utility shall also be entitled to recover from such a Customer the costs of repairing its distribution system.

7.12 Association of Customers. The Utility may contract, in its judgment, with two or more prospective Customers for water service from one primary Service Pipe, provided the Customers have entered into a written contract with the Utility and with each other to provide for the maintenance of the primary Service Pipe and all related branches, and to pay all associated private fire service charges.

A Service Pipe to an isolated Premises shall not extend across a property, lot or Easement line to a Main until the prospective Customer and the owner(s) of adjacent land between the isolated Premises and the Main have entered into a written contract with the Utility and with each other to provide for the maintenance of the Service Pipe and to pay all associated private fire service charges.

RULE 8. PLUMBING RESTRICTIONS

8.1 Lawn Irrigation System and Yard or Post Hydrant Installation Requirements. Customers shall construct an air gap or install a reduced pressure principle backflow preventer or pressure type vacuum breaker in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10-6, on the water line connecting the public water supply to any lawn irrigation facility buried below ground which has a sprinkling outlet located less than six (6) inches above grade and which is constructed after July 19, 1985.

Vacuum breakers installed on all yard or post hydrants shall be of the self-draining, nonfreezing type.

A drawing of each such proposed lawn irrigation and hydrant installation shall be submitted to, and have been approved by, the Utility prior to installation.

8.2 Prevention of Contamination of Utility's Distribution System. No interconnection or plumbing arrangement shall be permitted that could allow contamination to enter the Utility's distribution system. Backflow prevention devices shall be installed in Customer facilities in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10. Utility-approved backflow prevention devices as required by Indiana Department of Environmental Management Rule 327 IAC 8-10 shall be installed in the primary Service Pipe serving an association of Customers, as described in Rule 7.12. Utility approved backflow prevention or detector check devices shall be installed in all unmetered private fire service lines as described in Rule 9. Backflow prevention devices approved by the Utility shall be installed in any other Service Pipe where the Utility, in its judgment, determines that such protection is necessary.

All backflow prevention devices shall be installed at locations approved by the Utility. These devices will be selected and installed in accordance with 327 IAC 8-10-7. No connection to a Service Pipe shall be made between the Main and the backflow prevention device without the Utility's prior approval.

8.3 Prevention of Circulation in Looped Systems. Service Pipes which form a complete loop and connect to a Main at two or more points shall have double check valve assemblies installed in them. The devices shall be installed near the property line at each point of connection to the Main.

8.4 Potable Secondary Water Supply. Customers having a potable secondary water supply shall install and maintain, at their expense, proper backflow prevention devices in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10-5. This will include tanks constructed to store water furnished by the Utility's distribution system.

8.5 Non-Potable Water Supply. Where a Premises has a non-potable secondary or private fire service water supply, no connection will be allowed to the potable water piping system. This is to comply with 327 IAC 8-10-5(b).

8.6 Booster Pump Installations. All plans for booster pump installations shall be submitted to the Utility prior to installation. A booster pump must be equipped with pressure sensing controls to provide shut down

when the Main pressure drops below 20 psi. Requirements for backflow prevention devices, metering or flow detection will be considered at this time.

8.7 General Requirements. Backflow prevention devices shall be installed and inspected per Indiana Department of Environmental Management Rule 327 IAC 8-10. If the Utility finds noncompliance with these rules, it will report such noncompliance to the Indiana Department of Environmental Management per Rule 327 IAC 8-10-10. The Utility may also disconnect service to the Customer in accordance with Rule 4.2.1.

RULE 9. FIRE SERVICE

9.1 Design and Installation Requirements. The type, kind and quality of all pipe and materials installed underground for fire service shall be subject to approval by the Utility. Fire service water shall pass through a Fire Meter, double check detector check assembly or detector check with a bypass Meter unless, in the Utility's judgment, fire service water is allowed to pass through a domestic Meter. A Fire Meter shall be installed only in a Service Pipe which supplies water to a Premises both for fire service use and use other than fire service. A detector check with a bypass meter or double check detector check assembly will be installed where required by Rule 9.7. All fire service lines within buildings shall be installed in such a manner that all pipes will be easily accessible for inspection at any time. Underground pipes outside of buildings must be placed and maintained with a minimum cover of four and one-half feet. Unmetered connections with fire service systems are prohibited.

In the event that an additional Service Pipe for supplying water to the Premises solely for use other than fire service is branched from a Service Pipe supplying water to the Premises for fire service, the Customer may elect to install separate Meters in each such Service Pipe branch, in lieu of a Fire Meter in the primary Service Pipe for the combined services. Where a fire service system is maintained under pressure from a jockey pump, the water serving the jockey pump shall be drawn from the line serving the fire pump and a separate Meter shall be installed on this line.

9.2 Alarms and Check Valves. Private fire service systems without tanks shall be equipped with a flow alarm and a double check valve assembly. Systems with tanks shall have one flow alarm and an approved backflow prevention device. Water from the Utility's supply used for filling storage tanks or reservoirs shall be metered.

9.3 Seals on Hydrants and Other Fixtures. Hydrants and other fixtures connected to a private fire service line may be sealed by the Utility, and such seals shall be broken only in case of fire or as specially permitted by the Utility. The Customer must immediately notify the Utility of the breaking of any such seal.

9.4 Discontinuance of Service. Water service for a Customer's private fire service system may be discontinued for (1) any of the reasons set forth in Rules 4 or 9.1, except vacancy of Premises, (2) the Customer's failure to notify the Utility promptly in the case where the Utility's seals on valves, fittings, or hydrants are broken, or (3) waste or unauthorized use of water by the Customer through fire service lines.

Water service for a Customer's private fire service system located in Marion County will not be disconnected at the Customer's request, unless the fire department having jurisdiction of the district in which the Premises is located has approved the disconnection. Until the fire department approves the disconnection, the Customer will continue to be obligated to pay for such service. If the Customer fails to pay for their unmetered fire service, the Utility may discontinue the metered water service as set forth in Rule 4.

If the Premises is located outside of Marion County, the Utility will not discontinue private fire service at the Customer's request, and the Customer will continue to be obligated to pay for such service, unless the Utility has received a return mail receipt showing that the fire department having jurisdiction of the area in which the Premises is located has received the Utility's notice that such service will be discontinued. If the Customer fails to pay for their unmetered fire service, the Utility may discontinue the metered water service as set forth in Rule 4.

9.5 Fire Meters. A Fire Meter shall be installed whenever a single Service Pipe is installed for the purpose of supplying water to a Premises both for fire service and for use other than fire service. The Fire Meter and Tap in the Main shall be furnished, installed and owned by the Utility. The meter pit and all other facilities within the meter pit shall be subject to the Utility's approval prior to installation and be constructed and installed by, and be the responsibility of, the Customer.

9.6 High Volume – High Pressure Industrial Systems. In the case of a private fire service system to serve an industrial complex owned and operated as a single entity by one Customer which will have significant water storage and high volume/high pressure pumping facilities, such system shall be installed in accordance with plans submitted to, and approved by, the Utility prior to installation. In the event that it is necessary that any part of such system cross or be located within a Public Right-of-Way or a Utility-owned Easement, such system shall not be deemed to violate Rule 7.4.8 if the Customer has entered into a written agreement with the Utility in which the Customer has agreed to:

9.6.1 install all of the Customer's pipes within the Public Right-of-Way or Easement in a tunnel or casing pipe extending five (5) feet onto the Customer's property on each side of the Public Right-of-Way or Easement, all details of which shall be subject to the Utility's approval,

9.6.2 pay the costs incurred by the Utility to replace with an approved pipe material any Utility Main which, in the Utility's judgment, is put in jeopardy and is located within the area disturbed by the installation of the Customer's pipes within the Public Right-of-Way or Easement,

9.6.3 maintain and repair, at the Customer's sole expense, the Customer's private fire service system, including the Customer's pipes installed within the Public Right-of-Way or Easement,

9.6.4 compensate the Utility for any and all damage to the Utility's facilities located in the Public Right-of-Way or Easement caused by the Customer, its system, installation or use,

9.6.5 indemnify the Utility against any and all liability and claims arising from damage to property or injury (whether or not alleged to be the result of the Utility's negligence) caused by the Customer's system or its installation, maintenance or use, and

9.6.6 relocate, at no expense to the Utility, its facilities installed within the Public Right-of-Way if such relocation is necessitated by a public improvement.

9.7 Detector Checks. An Underwriters Laboratory-approved detector check with a bypass Meter or double check detector check assembly shall be installed in all new private fire system Service Pipes. In addition, detector checks with bypass Meters or double check detector check assemblies shall be installed where existing private fire system Service Pipes are being modified, replaced or relocated, where existing private fire systems are being extended, and when a Customer being served has been found by the Utility to be using water, without authorization from the Utility, from an existing unmetered Service Pipe for purposes other than fire service. The detector check or double check detector check assembly shall be located after all metered Branched Service Pipe

connections. The bypass Meter around the detector check or double check detector check assembly shall be sized, purchased, installed and owned by the Utility. The detector check or double check detector check assembly, meter pit or vault, and all other piping facilities within the meter pit or vault, shall be subject to the Utility's prior approval and be constructed and installed by, and the responsibility of, the Customer.

RULE 10. UTILITY'S RESPONSIBILITY FOR SERVICE

10.1 Interruptions, Pressure, and Volume. The Utility will use reasonable care and diligence to avoid interruptions and fluctuations in its service, but it cannot and does not guarantee that interruptions and fluctuations will not occur. Variations in pressure or volume of flow are to be expected. In the Utility's judgment, Customers requiring uniform service, an uninterrupted supply, or uniform pressure or volume shall make their own special provisions on their Premises. Customers needing special provisions for uninterrupted service may also be required to install multiple meters or multiple backflow devices to allow the Utility to test Meters and backflow devices or repair Meters during the Utility's normal business hours and to allow the Customer to repair its backflow devices.

10.2 Liability for Damages on Customer's Premises. The Utility shall not be liable for any damage done or inconvenience caused by reason of any break, leak or defect in, or by water escaping from, Service Pipes or fixtures on the Premises of the owner or Customer.

RULE 11. COMPLAINT PROCEDURE

11.1 Complaint. A Customer may complain to the Utility at any time about any bill which is not then delinquent, a security deposit, a disconnection notice, or any other matter relating to the Utility's service and may also request a conference about such matters. The complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Utility at its business office. A complaint shall be considered filed upon receipt by the Utility, except mailed complaints shall be considered filed as of the postmark date. In making a complaint or requesting a conference (hereinafter "complaint"), the Customer shall state his/her name, service address and the general nature of his/her complaint.

11.2 Investigation of Complaint and Notification of Proposed Disposition. Upon receiving each such complaint, the Utility will investigate the matter, confer with the Customer when requested and notify him/her, in writing, of its proposed disposition of the matter. Such written notification will advise the Customer that he/she may, within seven days following the date on which such notification is mailed, request a review of the Utility's proposed disposition by the Commission. If the Customer requests a special Meter reading, the first reading of the Customer's Meter by the Utility during its investigation shall not be subject to the charge for a special Meter reading prescribed in the Utility's Rate Schedules. Subsequent readings, however, if requested by the Customer, will be subject to the charge.

11.3 Service During Review of Complaint. If the Customer is receiving service at the time the complaint is received by the Utility, his/her service will not be disconnected until at least ten days after the date on which the Utility mails the notification of its proposed disposition of the matter to the Customer. If the Customer, within seven days after the mailing by the Utility of its proposed disposition of the matter, requests the Commission to review the Utility's proposed disposition of the complaint, the Utility will not disconnect the Customer's service until at least three days after the date of the mailing of the Commission's decision on the matter, provided the Customer has paid and continues to pay all undisputed bills, portions of disputed bills as specified hereinafter, and all future undisputed bills prior to their becoming delinquent. If the Customer and the Utility cannot agree as to what portion of a bill is undisputed, the Customer shall pay on the disputed bill an amount equal to his average bill for the twelve months immediately preceding the disputed bill, except in those cases where the Customer has received

fewer than twelve bills, in which event the Customer shall pay an amount equal to 1/12 of the Utility's estimate of its annual cost of rendering service to such Customer.

11.4 Record of Complaints. The Utility's record of complaints under this rule will be available during normal business hours upon request by the concerned Customer, his agent possessing written authorization, or the Commission.

RULE 12. MAIN EXTENSIONS

12.1 Definitions. The following terms as used in this rule have the following meanings:

12.1.1 "Completion date of the Main extension" means the date the Utility declares the Main extension to be in service and releases it for Taps.

12.1.2 "Cost of the Main extension" means the estimated cost of installing the Main or the actual cost of a developer-installed extension.

12.1.3 "Deposit" means the amount required to be deposited by or on behalf of each prospective Customer for a Main extension prior to the Utility commencing construction of the Main extension.

12.1.4 "Main extension" means the Mains, hydrants and appurtenances installed by the Utility to provide the water utility service requested by or on behalf of the prospective Customer or Customers, but does not include the Customer's Service Pipe.

12.1.5 "Original depositor" means a prospective Customer who enters into a Main extension agreement with the Utility and makes a deposit with the Utility prior to the completion date of the Main extension.

12.1.6 "Parcel" means a lot as platted or if the area to be served is not platted, the equivalent of a "lot" as determined in accordance with the Commission's Rule 170 IAC 6-1.5-30.

12.1.7 "Prospective Customer" or "applicant" means the person requesting the Main extension in order to receive water utility service from the Utility.

12.1.8 "Subsequent connector" means a person who was not an original depositor and who connects to the Main within 10 years after the completion date of the Main extension.

12.1.9 "Subsequent connector's fee" means the amount required to be paid to the Utility by each subsequent connector prior to his being permitted to connect to the Main.

12.1.10 "Total required deposit" means the amount by which the cost of the Main extension exceeds the amount equal to three times the estimated annual revenue to be received by the Utility from the prospective Customer or Customers less the Utility's costs of connecting said prospective Customer or Customers to the Main.

12.2 Written Agreement and Scheduling of Projects. Persons desiring Main extensions shall apply therefore in writing to the Utility. All Main extensions require a prior written agreement between the Utility and the prospective Customer or Customers, who shall contract to connect to the Main within nine months after the

completion date of the Main extension and receive service from the Main extension for a period not less than three years.

All Main extension projects will be carried out in accordance with the Commission's Rule 170 IAC 6-1.5 and this Rule 12. They will be scheduled for construction in the order in which the Utility receives the total required deposit under the Main extension agreement or the executed Main extension agreement if there is no required deposit.

12.3 Design of Main Extension. All Main extensions installed to provide domestic water service shall also provide fire protection service. Unless otherwise specifically provided for in the Main extension agreement, the Main extension will be designed to deliver domestic water service at a rate sufficient to serve the number of parcels abutting the main extension and public fire protection service at a minimum rate of 1,000 gallons per minute at 20 pounds per square inch residual pressure. In addition to the above, the Utility will determine the size of Main reasonably necessary to serve the applicant without degrading the integrity of the Utility's distribution system.

12.4 Determination of Cost of Main Extension.

12.4.1 General. The cost of a Main extension may be either (a) the actual cost of a developer-installed extension; or (b) the estimated cost of the extension. The estimated cost of the Main extension to satisfy the design characteristics set forth in Rule 12.3 or such other design characteristics as are specifically requested by the prospective Customer or Customers will be based on the length of the Main and unit cost for installing the appropriately sized Main. All such costs will be determined annually by the Utility, based on the Utility's actual average cost to install Mains during the previous calendar year, adjusted for known increases or decreases in materials, equipment, special construction, overhead and labor costs. The total of such estimated costs shall be the cost of the Main extension for all purposes under the Main extension agreement. If, however, one or more of the prospective Customers requests special service, such as higher flow or pressure, which the Utility determines requires the installation of a Main larger than that which would otherwise be necessary to serve the domestic and fire protection requirements of the prospective Customers generally, the Utility will compute the cost of an alternative Main extension which would meet the needs of the prospective Customer or Customers assuming no one of them required any special service, which cost will be used to determine the deposit required from each of the original depositors other than those requesting the special service and the subsequent connector's fees.

The applicant shall be required to pay the cost of the Main extension and the full gross-up any applicable state and federal taxes associated with the cost of the extension, and the applicant shall receive refunds as provided in this Rule 12.

12.4.2 Length and Location of Main Extension.

12.4.2.1 Extension of Main to Intersection or Parcel Adjacent to Parcel Having Available Service. The Main extension shall run to the end of the lot or frontage of the most remote original applicant to be served. However, if such lot or frontage abuts an intersecting street, the terminal point of the extension shall be located so that the Main to be installed ties into the existing Main in the intersecting street. If there is no Main in the intersecting street, the cost of the Main extension shall be computed on the basis of an extension of the Main to the center of the street. If the Main to be extended terminates within a parcel served thereby and the extension of such Main is to serve only the immediately adjacent parcel, the Utility, at its expense, will extend

the existing Main to the mutual property line and such line will be considered the beginning point of the Main extension.

12.4.2.2 Termination of Main Extension in Permanent Cul-De-Sac. If the public thoroughfare in which the Main is to be installed dead ends in a permanent cul-de-sac, the Main will be installed to wrap around the cul-de-sac in the unpaved portion of the Public Right-of-Way, so that the Service Pipe to serve each parcel abutting the public thoroughfare may be connected to the Main without disturbing the paved portion of the public thoroughfare in the cul-de-sac and without crossing any property line other than the right-of-way line.

12.4.2.3 Termination of Main Extension Against Natural or Physical Barrier. If the public thoroughfare in which the Main is to be installed dead ends against a railroad, creek, river or other physical or natural barrier, or if the Main is to serve the last lot or last facing pair of lots in a street, the Main to be installed may terminate at the physical or natural barrier, at the point where the most remote Service Pipe is to be connected to the Main, or at a point perpendicular to the farthest corner of the house or structure located on the parcel adjacent to the barrier, whichever the Utility in its reasonable engineering judgment determines is the most appropriate under the circumstances.

12.4.2.4 Mains to be Installed in Public Thoroughfare. The Utility shall not have a duty to locate a Main other than in a public thoroughfare. In its discretion, the Utility may install a Main in an Easement or right-of-way granted to the Utility where installation of the Main in the public thoroughfare is impracticable or installation of the Main in an Easement will, in the Utility's engineering judgment, benefit the Utility's distribution system.

12.5 Determination of Revenue Allowance. The revenue allowance for each Main extension shall be equal to three times the estimated annual revenue to be received from the Customer or Customers to be attached to the Main less the estimated cost of connecting the prospective Customer or Customers to the Main, which cost shall be based on the size of the Tap and Meter through which the prospective Customer or Customers will receive service. If the revenue allowance exceeds the cost of the Main extension, the Main extension shall be a "free extension," subject to the terms and conditions described in Rule 12.6.

In determining the revenue allowance, the Utility will estimate the annual revenue to be received by it from each of the prospective Customers based on the average annual revenue received from Customers of the same classification having similar characteristics during the previous calendar year. If there is evidence available that would indicate that such an estimate would be inapplicable, the Utility will estimate the annual revenue based on such evidence.

Where the Main extension will serve Residential Customers, an immediate revenue allowance will be allowed only for existing residences or residential units where construction of the building containing the units has commenced above the first floor and where the prospective Customer or developer, as the case may be, agrees to take service within nine months following the completion date of the Main extension. Where the Main extension is to serve a proposed commercial or industrial real estate development, no immediate revenue allowance will be allowed for prospective commercial or industrial Customers unless, in the Utility's judgment, sufficient construction has commenced and pertinent data is available to the Utility to permit it to identify the prospective commercial or industrial Customers in order to determine anticipated water demands and estimate the annual revenue to be received from such prospective Customers.

12.6 Guarantee to Insure Connection to Free Extension. If the Main extension is estimated to be a "free extension," as identified in Rule 12.5, the Utility may require each prospective Customer to make a reasonable deposit, not to exceed three years' estimated revenue from such Customer, to guarantee that such prospective Customer connects to, and takes service from, the Main extension within nine months after the completion date of the Main extension. Each such deposit will be returned as soon as practicable after the prospective Customer commences service from the Main extension. If a prospective Customer fails to connect to and take service from the Main extension, the Utility will retain the deposit as liquidated damages for the loss resulting to it from the prospective Customer's failure to commence service as anticipated and relied upon by the Utility, unless a sufficient number of other prospective Customers become Customers so as to qualify the Main extension as a free extension.

12.7 Allocation of Total Required Deposit Where There is More Than One Prospective Customer. Unless otherwise agreed upon among the prospective Customers, each shall pay to the Utility his proportionate share of the total required deposit based on the ratio of the number of parcels for which each Customer requests water service to the total number of parcels for which water service is requested by all of the prospective Customers. When a prospective Customer owns more than one parcel but does not elect to arrange for service to all parcels, he may designate which of the parcels are to be served and shall make deposits for each of the parcels to be served. A separate Main extension agreement shall be entered into with respect to each parcel for which water service is requested.

12.8 Cash or Secured Deposits. A prospective Customer's deposit shall be made in cash or, in lieu of cash, it may be secured by an irrevocable letter of credit acceptable to the Utility and issued by a national bank or a bank chartered under the laws of the State of Indiana. In all cases, said letter of credit shall permit the Utility upon request to draw funds for the purchase of materials to be used for the Main extension and unconditionally guarantee payment of the remainder of the deposit within three days after the completion date of the Main extension.

12.9 When Deposits Collected are Less than Total Required Deposit. In the event that the amount of deposits collected by the Utility from the original depositors is less than the total required deposit when the Utility is ready to commence installation of the Main, the Utility may elect either to cancel the project and return all deposits or to proceed with the Main extension. If the Utility elects to proceed with the Main extension, the amount by which the total required deposit exceeds the deposits collected shall be identified as the Utility's "repayable investment," and no refunds will be made to depositors until the Utility has recovered all of its repayable investment, with interest at the annual rate of one percent (1%) over local prime at the time the proposed written agreements for the Main extension are sent by the Utility to the prospective Customer or Customers.

12.10 Return of Deposits Upon Failure to Commence Construction. Upon receipt and retention by the Utility of the total required deposit, no refund of any deposit will be made unless within 180 days after the Utility's receipt of the total required deposit, construction of the Main extension shall not have begun. In the event that the Utility has not commenced installation of the Main extension within 180 days after receipt of the total required deposit from the original depositors, the Utility shall, upon written request from an original depositor, refund his/her deposit. Unless such refunded deposit and all other refunded deposits are replaced by the same or other original depositors within 90 days thereafter, the Utility may cancel the project and refund all remaining deposits thereon. The Utility shall not be liable for damage to any person, firm, corporation, organization or other entity for failure to install the Main extension within any particular period of time, regardless of the type of damage claimed.

12.11 Connection and Service. An original depositor shall be entitled to one Service Pipe connection for each parcel for which a deposit is made. An original depositor shall connect to and receive water service from the Main extension within nine months after the completion date of the Main extension and shall use and pay for such service for a period of at least three years. In the event the original depositor fails to connect to and take service from

the Main extension within nine months after the completion date of the Main extension, the revenue allowance for such prospective Customer shall be identified as the Utility's repayable investment and no refunds will be made to the original depositors until the Utility has recovered all of its repayable investment, with interest at the annual rate of one percent (1%) over local prime at the time the proposed written agreements for the Main extension are sent by the Utility to the prospective Customer or Customers. The Utility may also require a bond to enforce the faithful performance of the prospective Customer's connection and service obligations.

12.12 Utility May Install Larger Mains. The Utility may install Mains larger than the size of Mains used to determine the cost of the Main extension in order to provide for future extensions. The additional cost of installing such larger Mains shall be the Utility's expense.

12.13 Subsequent Connector's Fee. If the owner or occupant of any unconnected parcel abutting the main but not included in the original application for the Main extension, requests water service any time within ten years after the completion date of the Main extension, the owner shall, prior to the Utility permitting the connection of said parcel to the Main, pay a subsequent connector's fee for each parcel for which service is requested. The amount of the subsequent connector's fee shall be the cost of the Main extension divided by the number of parcels abutting the Main used to compute the cost per parcel in determining the amount of the total required deposit from the original depositors for the Main extension, unless otherwise determined in accordance with Rule 12.4.1. If the owner of land which abuts the Main extension and was unplatted on the completion date of the Main extension and said owner or his heirs, successors or assigns (hereinafter, collectively the "owner") subdivides said land within 10 years after the completion date of the Main extension in such a manner that some or all of the parcels will not require service directly from the Main extension, and the owner requests a lateral Main extension from the Main extension to serve such land, the owner shall pay to the Utility a subsequent connector's fee for each parcel abutting the earlier Main extension, regardless of whether such parcels are to be served by the earlier Main extension or by the lateral Main extension. Applicants for service connections for parcels within subdivision developments included in a Main extension agreement shall not be required to pay a subsequent connector's fee. The subsequent connector's fee shall be in addition to any other charges which the subsequent connector must pay to the Utility in order to connect to and receive service from the Utility.

12.14 Provisions Regarding the Refund of Deposits.

12.14.1 All Main extensions are the Utility's property. The Utility shall have the right to make further extensions therefrom without the original depositors being entitled to any refund by reason of such further extensions or connections thereto, except as provided in Rule 12.13.

12.14.2 No refund shall be based on connections to the Main extension made more than 10 years after the completion date of the Main extension. In no event shall the total amount of the refunds to an original depositor exceed the amount of his deposit. No interest shall be paid on any deposit made pursuant to this Rule 12.

12.14.3 No refund of any deposit shall be made on account of any Customer connecting to the Main extension for whom a final revenue allowance was allowed in establishing or adjusting the amount of such deposit, or whose property does not directly abut upon the particular section of the public thoroughfare in which the Main extension is installed.

12.14.4 In the event that more than one party contributes to the total required deposit, refunds shall be divided among the parties making the total required deposit in the same proportion as their

contributions bear to the total required deposit, unless otherwise provided for in the Main extension agreement.

12.14.5 The Utility shall notify the original depositor or depositors of the completion date of the Main extension. Within 30 days after the first anniversary of said completion date, and within 30 days after the next nine anniversaries of said completion date, the Utility shall compute credits toward its repayable investment, if any, and the refunds due the original depositor or depositors. Such credits shall consist of the sum of the following:

(a) The subsequent connector's fees collected by the Utility from Customers connected to the Main extension after the completion date of the Main extension and for whom no credit has been previously allowed.

(b) A revenue allowance in the amount specified in the Main extension agreement for each single family residential Customer who connected to the Main after the completion date of the Main extension and for whom no credit has previously been allowed.

(c) A revenue allowance for each non-residential or multi-dwelling complex Customer for whom no credit was previously allowed in the amount of three times the first normal 12-months' Metered and private fire protection service bills paid by such Customer within four years after connection to the Main, less the Utility's cost of so connecting them. If the connection occurs in the tenth year after the completion date of the Main extension, the credit under this subparagraph (c) shall be based on the Utility's estimate of the first normal 12-months' revenue from that Customer for each nonresidential or multiple dwelling unit complex Customer who connected to the Main extension and for whom no credit has previously been allowed.

(d) A revenue allowance for each non-residential or multi-dwelling complex Customer for whom a partial credit was previously allowed in the amount of three times the first normal 12-months' metered and private fire protection service bills paid by such Customer, less the amount of the partial credit previously allowed.

12.14.6 All credits shall first be applied to pay the Utility its repayable investment and accrued interest thereon, if any. After the Utility's repayable investment and interest thereon has been fully paid, all further credits shall be refunded to the original depositor or depositors by check mailed to the original depositor's last known address, as shown on the Utility's books and records. Any refund which cannot be made after the refund becomes due and payable because the Utility is unable to locate the intended recipient will be reported as unclaimed property to the State of Indiana in accordance with the Disclaimer of Property Interests Acts (Indiana Code 32-17.5, et. Seq.), as the same may be amended from time to time.

12.14.7 In the case of a phased residential real estate development where the preliminary plat of the entire development, in a form satisfactory to the Utility, is provided the Utility at the time of the first request by the developer for a Main extension, refunds may be aggregated as follows: During the ten-year period, beginning with the date that the first Main extension for that development is placed in service, the amount of any refunds generated in excess of the deposit made on any phase of the development shall be applied against the deposit made for any earlier phase of the development, so long as the total amount of refunds to the original depositor does not at any time exceed the total amount of his deposits during such period.

12.15 Optional Surcharge Main Extension in Developed Residential Area. The Utility will install a Main extension for owners of single or double family dwellings along an existing street in a developed residential area in accordance with the terms and conditions hereinafter described, provided each of said owners enters into a Main extension agreement with the Utility in which said owners, for themselves and their successors in interest in the Premises (hereinafter the "owner"), agree to become and remain Customers of the Utility for at least 60 consecutive months following the completion date of the Main extension and abide by the terms and conditions set forth in this Rule 12.15. Upon request by the Utility, applicants for such a Main extension shall provide the Utility with proof of their property ownership.

The cost of the Main extension shall be determined in accordance with Rule 12.4.1. To determine each owner's share of that cost, the Utility will divide the cost of the Main extension by the number of dwellings whose owners enter into the Main extension agreement. That amount, plus the estimated cost of connecting the owner to the Main, will be the responsibility of each owner and is hereinafter referred to as the "Full Owner's Share". Each owner entering into the Main extension agreement will have the option of either paying to the Utility for each affected dwelling at the time of the execution of the Main extension agreement (1) the Full Owner's Share," less the Utility's revenue allowance, for each dwelling or (2) a "Partial Owner's Share," which shall be equal to the greater of (a) 10% of the Full Owner's Share or (b) the percentage of the Full Owner's Share required so that the monthly Main extension surcharge (as hereinafter described) will not exceed a maximum amount fixed by the Utility from time to time. For those owners paying a Partial Owner's Share, the remainder of the Full Owner's Share (the "Remaining Balance") shall be paid to the Utility through a "main extension surcharge" on his monthly water bill, over a 60-month period commencing the month following that in which the main is placed in service. The amount of such monthly Main extension surcharge will be approximately 1/60th of the Remaining Balance. The Utility shall not be entitled to any interest on the Remaining Balance, and an owner electing the Partial Owner's Share option shall not be entitled to a revenue allowance.

Subsequent connectors to a Main extension installed pursuant to this Rule 12.15 within 10 years following the in-service date of the Main extension shall pay to the Utility a subsequent connector's fee in an amount computed in accordance with Rule 12.13. Until such time as the Utility has recovered its investment in the Main extension, less any revenue allowances made for a Full Owner's Share (Utility's "investment"), the Utility will not be obligated to refund any subsequent connector's fees or revenue allowances connected therewith. The Utility shall review all projects as of each anniversary of the in-service date of the Main extension. If at that time the Utility has recovered its investment, the Utility will thereafter, until the end of the contract term, make refunds from subsequent connector fees and related revenue allowances, and from Main extension surcharge payments as hereinafter described. Such fees, allowances and payments will be divided equally, per dwelling, among all depositors of Full and Partial Owner's Shares. Those who have deposited a Full Owner's Share will be refunded the resulting amounts. The same amounts will be credited against the unpaid portion of the Remaining Balance on the contract obligation of the current owner of a Premises for which a Partial Owner's Share was deposited. No owner, however, shall be refunded, or credited for, amounts in excess of the sum of deposits and any payments made by such owner ("owner's investment"). When the Utility has recovered its investment and all owners have recovered their owners' investment, the Main extension contract shall terminate and no further refunds will be made or subsequent connector fees collected.

An owner that pays a Partial Owner's Share, but does not connect a Service Pipe to the Main, shall be known as a "surcharge Customer". Since such a Customer will not be receiving a monthly water bill, the Utility will send the surcharge Customer a separate monthly bill for the Main extension surcharge. A monthly Main extension bill which remains unpaid for a period of more than 17 days following the mailing of the bill by the Utility shall be delinquent. If such bill remains delinquent for 7 days following the Utility's mailing of a delinquency notice, said

Customer shall be deemed to have forfeited to the Utility ~~has his~~ Partial Owner's Share and all monthly surcharge payments previously made to the Utility. During the term of the Main extension contract, any subsequent applicant for water service to the owner's Premises, including a defaulting surcharge Customer as provided for in the foregoing sentence, shall be deemed a subsequent connector and pay a subsequent connector's fee for such service.

An owner that occupies a dwelling served by a Service Pipe connected to the Main extension installed pursuant to this Rule 12.15 must pay all Main extension surcharges by the due date of the accompanying water bill. A monthly Main extension surcharge which remains unpaid for a period of more than 17 days following the mailing of the bill by the Utility shall be delinquent. If such bill remains delinquent for 7 days following the Utility's mailing of a disconnect notice, the Utility may declare the entire unpaid amount of the owner's Remaining Balance immediately due and payable, and upon non-payment thereof, may disconnect water service to the owner's Premises. An owner leasing to others a dwelling served by a Service Pipe connected to the Main extension shall agree with the Utility, for the years that the monthly surcharge payment will remain in effect, that the owner is the Customer and will receive and pay the monthly bills for water service and the Main extension surcharges. Said owner shall further agree that if the monthly Main extension surcharges are not received by the Utility within 7 days following the Utility's mailing of a disconnect notice, the Utility may declare the entire amount of the owner's unpaid Remaining Balance immediately due and payable, and upon non-payment thereof, may disconnect water service to the owner's Premises with notice and in accordance with Rule 4. In the event of a disconnection of water utility service under this Rule 12.15, such service may thereafter be restored only when the entire amount of the owner's Remaining Balance and the Utility's disconnect and reconnect charges have been paid.

The failure of one or more owners that paid a Partial Owner's Share to pay all of his or their monthly Main extension surcharges shall not preclude the Utility from collecting monthly Main extension surcharge payments from other owners and subsequent connector fees until its repayable investment has been recovered.

12.16 Special Contracts for Rate Surcharge in Developed Residential Area. Pursuant to 170 IAC 6-1.5-40, the Utility will make a Main extension to an unserved, developed residential area ("designated area") if the owners of at least 50% of the dwellings in the area contract ("Special Contract") for service, on terms acceptable to the Utility, providing for the Utility's recovery of the cost of the Main extension ("main extension cost") and its cost of connecting Customers' Service Pipes to the Main through Monthly Area Rate Surcharges and Area Rate Tap fees, as prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules, applicable to all Customers and potential Customers in the designated area until the Utility has recovered the Main extension cost. If owners of fewer than 50% of the dwellings in an area enter into a Special Contract for the area, the Utility may elect not to proceed with a Main extension under this rule.

The Monthly Area Rate Surcharge will be determined by dividing the Main extension cost by the number of potential Customers in the designated area and dividing the resulting remainder by no fewer than 120 months.

An owner who contracts for service and pays the Area Rate Tap fee, but fails to connect to the Main within six months after the date the Main is placed in service, or one who does not contract for service and does not pay such fee before a Main is installed, shall, prior to commencement of service, pay the Utility at the time the owner connects to the Main and in addition to the Area Rate Tap fee, the Secondary Connector Fee prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules for the designated area which fee will be credited against the Main extension cost.

12.17 Other Rules. All Main extensions shall be installed, service connections made and water service rendered by the Utility in accordance with all applicable rules and standards prescribed by the Commission and the

Citizens Waterworks
2020 N. Meridian Street
Indianapolis, Indiana 46202

ORIGINAL PAGE NO. 1

Utility's rates, charges and rules approved by the Commission as revised, supplemented, and replaced from time to time.

**WATER SERVICE TARIFF
RATES, TERMS AND CONDITIONS
FOR WATER SERVICE WITHIN
MARION COUNTY, INDIANA**

Issued By The

**Department of Public Utilities for
The City of Indianapolis, acting by
and through The Board of Directors for Utilities,
as Trustee, in furtherance of a Public Charitable Trust for
the Water System d/b/a Citizens Water
2020 North Meridian Street
Indianapolis, Indiana 46202**

**Martha D. Lamkin
President of
Board of Directors**

**Carey B. Lykins
President, and
Chief Executive Officer**

TABLE OF CONTENTS **PAGE NO.**

APPLICATION.....	5
DEFINITIONS.....	6

RULE 1. COMMENCEMENT OF SERVICE

1.1 General	9
1.2 Metered Domestic and Fire Service	9
1.3 Unmetered Fire Service.....	9
1.4 Emergency Service	9
1.5 Unauthorized Use of Water.....	9

RULE 2. CUSTOMER SECURITY DEPOSITS

2.1 Deposit Requirements	10
2.2 Interest on Deposits.....	10
2.3 Refunds of Deposits to Continuing Customer.....	10
2.4 Deposits Applied to Bill.....	10

RULE 3. METER READINGS AND BILLINGS

3.1 Billings, Meter Readings and Estimates	11
3.2 Delinquent Bills	11
3.3 Application of Combined Bill Payment.....	12
3.4 Adjustments Following Estimated Bills.....	12
3.5 Requested Meter Readings.....	12
3.6 Remote Meter Reading Service.....	12
3.7 Leakage Allowance.....	13
3.8 Billing Errors	13
3.9 Adjustments Due to Meter Error.....	13
3.10 Aggregated Meter Reading	14
3.11 Adjustment for Water Used Through a Fire Meter	14

RULE 4. DISCONNECTION OF SERVICE

4.1 Upon Customer's Request.....	14
4.2 Without Customer's Request and Without Notice	14
4.3 Without Customer's Request But With Notice	15
4.4 Procedure for Involuntary Disconnection of Residential Customers	15
4.5 Duplicate Notice Protection Plan	16
4.6 Postponement of Disconnection of a Residential Customer for Medical Reasons.....	16
4.7 Other Circumstances Postponing Disconnection of Residential Customer	16
4.8 Time of Disconnection.....	17
4.9 Remedies Not Exclusive	17
4.10 Reconnection.....	17

TABLE OF CONTENTS

PAGE NO.

RULE 5. METERS

5.1	Ownership and Size of Meter and Pit	17
5.2	Location and Protection of Meter and Pit	17
5.3	Change in Location	18
5.4	Multiple Meters	18
5.5	Temporary Hydrant Meters	18

RULE 6. METER TESTING

6.1	Records and Procedures	18
6.2	Frequency of Testing	19
6.3	Meter Tests Requested by Customers	20
6.4	Tests Under Commission Supervision	20

RULE 7. SERVICE PIPES AND OTHER FACILITIES

7.1	Installation and Ownership of Service Pipes	20
7.2	Maintenance of Service Pipes	20
7.3	Disconnection of Old Service Pipes	21
7.4	Service Pipe Installation Requirements	21
7.5	Replacement of Service Pipes	22
7.6	Metering Points	22
7.7	Relocation of Service Pipes	22
7.8	Undersized Service Pipes	23
7.9	Thawing Frozen Service Pipes	23
7.10	Irregularly Located Service Pipes	23
7.11	Modification of Facilities	23
7.12	Association of Customers	23

RULE 8. PLUMBING RESTRICTIONS

8.1	Lawn Irrigation System and Yard or Post Hydrant Installation Requirements	23
8.2	Prevention of Contamination of Utility's Distribution System	24
8.3	Prevention of Circulation in Looped Systems	24
8.4	Potable Secondary Water Supply	24
8.5	Non-potable Water Supply	24
8.6	Booster Pump Installations	24
8.7	General Requirements	24

TABLE OF CONTENTS

PAGE NO.

RULE 9. FIRE SERVICE

9.1	Design and Installation Requirements.....	24
9.2	Alarms and Check Valves.....	25
9.3	Seals on Hydrants and Other Fixtures.....	25
9.4	Discontinuance of Service.....	25
9.5	Fire Meters.....	25
9.6	High Volume – High Pressure Industrial Systems.....	25
9.7	Detector Checks.....	26

RULE 10. UTILITY'S RESPONSIBILITY FOR SERVICE

10.1	Interruptions, Pressure and Volume.....	26
10.2	Liability for Damages on Customer's Premises.....	27

RULE 11. COMPLAINT PROCEDURE

11.1	Complaint.....	27
11.2	Investigation of Complaint and Notification of Proposed Disposition.....	27
11.3	Service During Review of Complaint.....	27
11.4	Record of Complaints.....	27

RULE 12. MAIN EXTENSIONS

12.1	Definitions.....	27
12.2	Written Agreement and Scheduling of Projects.....	28
12.3	Design of Main Extension.....	28
12.4	Determination of Cost of Main Extension.....	29
12.5	Determination of Revenue Allowance.....	30
12.6	Guarantee to Insure Connection to Free Extension.....	30
12.7	Allocation of Total Required Deposit Where There is More Than One Prospective Customer.....	31
12.8	Cash or Secured Deposits.....	31
12.9	When Deposits Collected Are Less Than Total Required Deposit.....	31
12.10	Return of Deposits Upon Failure to Commence Construction.....	31
12.11	Connection and Service.....	31
12.12	Utility May Install Larger Mains.....	32
12.13	Subsequent Connector's Fee.....	32
12.14	Provision Regarding the Refund of Deposits.....	32
12.15	Optional Surcharge Main Extension in Developed Residential Area.....	33
12.16	Special Contracts for Rate Surcharge in Developed Residential Area.....	35
12.17	Other Rules.....	35

TABLE OF CONTENTS

PAGE NO.

RATE SCHEDULES

Water Rate No. 1 - Metered Water Service.....	101 – 101B
Water Rate No. 2 - Private Fire Protection Service.....	102 – 102B
Water Rate No. 3 - Interruptible Raw Water Service at Morse Reservoir.....	103 – 103B

APPENDICES

Appendix A – Miscellaneous Service Charges	201 – 201C
Appendix B – Non-Recurring Charges	202 – 202B

RULES

APPLICATION

The terms and conditions for service, as set forth here and as amended and supplemented from time to time, shall govern all water service rendered or to be rendered by the Utility. They shall be binding upon every Customer and constitute a part of the terms and conditions of every contract for water service, whether expressly incorporated therein or not.

DEFINITIONS

The following terms as used in these rules have the following meanings:

ACTIVE SERVICE -	Service is on from the main to the Premises, and water service is being billed.
BRANCHED SERVICE PIPE -	A pipe connected to the primary Service Pipe that supplies water to a Premises.
CITIZENS GAS -	The Board of Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust for the gas system, doing business as Citizens Gas, 2020 North Meridian Street, Indianapolis, Indiana 46202.
COMMISSION -	Indiana Utility Regulatory Commission.
COMBINED BILL -	A bill issued to a Customer for any combination of more than one of the Utility Services. However, a Customer who has executed a contract for and is receiving temporary water service through a Hydrant Meter will receive a separate bill for this service.
COMMISSION'S RULES -	Rules, Regulations and Standards of Service for Utilities Rendering Water Service in Indiana, pursuant to 170 IAC 6-1 et al, as revised, supplemented and replaced from time to time.
CUSTOMER -	An individual, firm, corporation, government agency or other entity being supplied with water utility service by the Utility.
CWA AUTHORITY, INC.	CWA Authority Inc., 2020 N. Meridian Street, Indianapolis, Indiana 46202 or any other professional management firm that has been retained by CWA Authority, Inc. to operate its sewage disposal system and that is acting in its capacity as the agent or representative of CWA Authority, Inc.
DEFAULT VALUE -	The typical monthly usage attributable to the Customer's applicable Meter size as determined by the Utility from time to time.
EASEMENT -	An interest in land owned by another that entitles the Utility to a specific, limited use.

FIRE METER -	A device owned by the Utility which measures and records the quantity of water supplied to the Customer both for private fire service and for use other than private fire service.
HYDRANT METER -	A device owned by the Utility which temporarily is connected to one of its hydrants and measures and records the quantity of water supplied to the Customer on a temporary basis.
INACTIVE SERVICE -	Water service is available from the main to the Premises, but water service is not being billed.
MAIN -	A pipe owned by the Utility, located within a public right-of-way or an easement granted to the Utility or reserved for utilities, which delivers water to fire hydrants and Service Pipes.
METER -	A device owned by the Utility which measures and records the quantity of water supplied to the Customer.
PERSON -	An individual, firm, corporation, governmental agency or other entity.
PLUMBER -	A person performing plumbing service and bonded to the Utility's satisfaction.
POTABLE WATER SUPPLY -	Water meeting the drinking water quality standards enumerated in 327 IAC 8-2.
PREMISES -	The whole or part of a dwelling, building, or structure owned, leased or operated by a single legal entity located on a single parcel or contiguous parcels of real estate and receiving water service as approved by the Utility. Examples of buildings and the corresponding number of Premises are as follows:

<u>Example</u>	<u>No. of Premises</u>
Residential House	1
Commercial Building(s)	1 per building
Double	2
Condominium	1 per owner
Apartment Complex	1 per complex

Each lot or service building will be considered a Premises, and therefore, served by a separate Service Pipe. Any exception to this must be approved by the Utility. If the situation is not described by one of the above examples or is unusual, the Utility will give such special consideration as the circumstances require in its judgment.

PRIMARY SERVICE PIPE -	A pipe connected to a Utility Main that supplies water to more than one Premises.
PUBLIC RIGHT OF WAY -	The entire right-of-way of a road, street or way which has been dedicated for use by the public and accepted by the appropriate governmental authority.
RESIDENTIAL CUSTOMER -	A person being supplied with water service by the Utility exclusively for residential purposes.
SERVICE PIPE -	A supply line connecting a Premises directly to the Utility's Main located (a) in a Public Right-of-Way adjacent to the real estate upon which such Premises is located, (b) in an Easement on, over or under the real estate upon which such Premises is located, (c) in an Easement adjacent to the Public Right-of-Way adjacent to the Customer's Premises, or (d) in an isolated Premises in a commercial/industrial complex.
SERVICE STOP -	A valve inserted in the Service Pipe between the Main and the Meter for the purpose of turning water on and off.
SUMMER PERIOD -	The meter reading dates during the months of May through October.
TAP -	A fitting owned and installed by the Utility in order to connect a Service Pipe to the Main.
UTILITY -	The Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as trustee of a public charitable trust for the water system, doing business as Citizens Water, 2020 N. Meridian Street, Indianapolis, Indiana 46202, or any professional management firm that has been retained by Citizens Water to operate its water utility facilities and that is acting in its capacity as the agent or representative of the Citizens Water.
UTILITY'S RATE SCHEDULES -	The Utility's schedules of rates and charges as approved by the Commission as may be revised, supplemented, and replaced from time to time.
UTILITY SERVICES -	Shall include one or more of the following services: (1) water services provided by the Utility; (2) gas delivery and gas supply services provided by Citizens Gas; and/or (3) sewage disposal service provided by CWA Authority, Inc.
WINTER PERIOD -	The meter reading dates during the months of November through April.

RULE 1. COMMENCEMENT OF SERVICE

1.1 General. A prospective Customer shall not connect or reconnect service, nor employ any person to do so, without authorization by the Utility. All service rendered by the Utility shall be solely for the uses and Premises designated by the prospective Customer at the time service is requested and subject to, and in accordance with, these rules and regulations and the Utility's Rate Schedules. A Customer shall not sell or give away water to anyone not specifically included in its agreement with the Utility for service.

1.1.1 No promises, agreements or representations of any agent, employee or authorized representative of the Utility, or its predecessor, shall be binding upon the Utility unless the same shall have been incorporated in a written contract or application.

1.2 Metered Domestic and Fire Service. A prospective Customer desiring metered water service to a Premises connected by an existing Service Pipe to a Main shall notify the Utility either in writing or by telephone at least three days before the desired connection date. A prospective Customer desiring metered water service to a Premises not connected by a Service Pipe to a Main shall have his Plumber submit to the Utility a written application for plumbing permit, allowing at least three working days for the application approval before calling to schedule the Tap. After the application for service is approved, all Taps will be scheduled in the order received by the Utility. The connection shall not be made until the Utility authorizes the Plumber to connect a Service Pipe to the Tap. For ¾-inch and 1-inch service lines, the Utility shall install a Meter at the time of the service connection. Service commences for the Customer when the Meter is set. For service lines larger than 1-inch, the prospective Customer may request and obtain service in accordance with these rules.

1.3 Unmetered Fire Service. The Utility will commence public or private unmetered fire service after a prospective Customer application has been approved and a confirmation letter has been sent to the applicant. The Utility will not furnish unmetered fire service to a Premises unless metered water service for use other than fire service is also being supplied to the Premises. Unmetered fire service commences for the Customer when the Service Stop is turned on.

1.4 Emergency Service. When necessary for the health or safety of a Customer or his/her property, the Utility may authorize temporary emergency water service in any manner appropriate to the circumstances and consistent with sound engineering practice and will charge the Customer involved in such service, during the period of emergency, the appropriate charges prescribed in the Utility's Rate Schedules for the water usage and size of Meter through which they receive water service.

1.5 Unauthorized Use of Water. Unless authorization for water service has been granted by the Utility, water shall not be turned on at any Premises by anyone other than the Utility's representatives, except that a Plumber authorized by the Utility to connect a Service Pipe to a Tap may temporarily turn on the water to test his work. The Plumber shall turn the water off immediately after testing. Before and after such test, the Utility may lock the valve on the upstream side of the Meter in the closed position until commencement of service is authorized by the Utility. If the water is turned on or left on, in violation of this or any other applicable rule, the Customer or other person determined by the Utility to be responsible shall pay the cost of water service for the Premises for such time as the water was on without authority from the Utility.

1.5.1 Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for water service, the Utility may, after estimating the volume of water service so used.

1.5.1.1 Immediately disconnect such water service without notice pursuant to Rule 4.2.

1.5.1.2 Bill and demand immediate payment from the person benefiting from such device or scheme the actual costs of water used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.

1.5.1.3 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Utility's reasonable and customary estimate thereof.

RULE 2. CUSTOMER SECURITY DEPOSITS

2.1 Deposit Requirements. In accordance with the Commission's Rules pursuant to 170 IAC 6-1 et al, the Utility may require a Residential Customer or Applicant to pay a cash deposit as a condition of receiving or continuing to receive water service, if the Utility determines that the Customer or Applicant is not creditworthy in accordance with the Commission's Rules set forth in 170 IAC 6-1-15 (as the same may be amended from time to time).

2.1.1 The Utility may require Customers or Applicants for Water Services that are not Residential Customers to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Water Services. Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest water consumption. The Utility shall determine the appropriate deposit.

2.2 Interest on Deposits. Interest on any deposit held by the Utility on or before August 31, 2012 will earn an interest rate of six percent (6%) per annum from the date of receipt by the Utility through August 31, 2012. Effective September 1, 2012, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current month from the date the deposit is paid in full to the Utility. The rate of interest will be the same as that established for gas utilities by the Indiana Utility Regulatory Commission in a general administrative order pursuant to 170 IAC 5-1-15(f)(2) for each calendar year.

2.3 Refunds of Deposits to Continuing Customer. Deposits from Residential Customers will be refunded after the Residential Customer has established an acceptable payment record for Utility Services in accordance with the Commission's Rules. The deposit of any non-residential Customer or the deposit of a Residential Customer who fails to establish an acceptable payment record may be retained by the Utility until Utility Services are discontinued.

2.4 Deposits Applied to Bill. Upon discontinuance of Utility Services, the deposit and earned interest, if any, will be applied to the balance of any outstanding Utility Services bills or unbilled consumption. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the Customer. The Customer will be billed for any balance due the Utility. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the Customer after termination of service, shall be reported and disposed of as required by the Uniform Disclaimer of Property Interests Act (Indiana Code 32-17.5, et seq.)

RULE 3. METER READINGS AND BILLINGS

3.1 Billings, Meter Readings and Estimates. All Meters normally will be read monthly. When for good cause, pursuant to 170 IAC 6-1-13(c), a Meter is not read on a normal interval, including failure of the Meter or remote counter to register, an estimated Meter read shall be used and so identified on the bill. The Utility will issue bills to Customers on a Monthly basis for the applicable Utility Services. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on a Sunday or a legal holiday, the seventeen-day period shall be considered to end the next business day.

For Customers with consumption history, estimated monthly consumption for interim billings will be based on a comparison of the most recent 12-month average and the most recent two-month average as described below. During the Winter Period, the estimated monthly consumption will be the lower of the 12-month average and the most recent two-month average. During the Summer Period, the estimated monthly consumption will be the higher of the 12-month average and the most recent two-month average. New Customers with less than a 12-month history are billed at the most recent two-month average. Under certain circumstances, a Default Value may be substituted for the use of averages.

Bills for municipal uses will be rendered monthly. Annual unmetered municipal consumption will be estimated, based on consultations, and treated as consumed evenly throughout the year as metered water.

Bills for unmetered fire service will be rendered monthly. If a Customer receives unmetered fire service through a Service Pipe in which a detector check with a bypass Meter is installed, as provided for in Rule 9.7, the Utility will read the Meter at the time of the annual fire service inspection, and the consumption shall be treated as consumed evenly over the period since the previous reading.

3.2 Delinquent Bills. If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

3.2.1 All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.

3.2.2 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth on Appendix B.

3.2.3 A single charge may be made for each visit to the Customer's Premises to collect a delinquent account for applicable Utility Services; such charge to the Customer shall be pursuant to the Delinquent Account Collection Charge reflected on Appendix B.

3.2.4 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth on Appendix B.

3.2.5 The Utility may provide an Automatic Bank Deduction Plan for Nonindustrial Customers, which will be a payment plan whereby the Combined Bill amount is deducted each month from the Nonindustrial Customer's bank account by the Nonindustrial Customer's authorized financial institution. The Utility shall continue to provide to the Nonindustrial Customer a Monthly bill.

3.2.6 The Utility may provide a budget plan for payment of Utility Services bills by the Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The amount actually paid by the Customer shall be balanced with the amount actually billed to the Customer and any differences shall be paid by or credited to the customer.

3.2.7 A single charge may be made for providing a Customer with usage summary by Meter beyond the twenty-four (24) month period available online; such charge to the Customer shall be pursuant to the Usage Information Charge set forth on Appendix B.

3.3 Application of Combined Bill Payment

3.3.1 The Utility shall prorate Combined Bill payments based upon billed charges for applicable active Utility Services and apply payments first to the oldest outstanding charges for Utility Services and then to current charges pertaining to Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.

3.3.2 A Customer may direct Combined Bill payments by contacting the Utility prior to the due date. For all other payments, the Utility is not obligated to direct payments.

3.3.3 Payments in excess of the charges for applicable active Utility Services will be applied to inactive Utility Services balances and prorated according to the balances of the inactive Utility Services.

3.4 Adjustments Following Estimated Bills. Where the Utility has billed based on estimated consumption, the first charge after a Meter reading is obtained shall be adjusted by averaging consumption over the period from the last reading, or from the date service through the Meter was begun if the Meter had not been previously read, charging for each period in accordance with the Utility's Rate Schedules for the periods and allowing credit for the amount of estimated billings.

3.5 Requested Meter Readings. Upon request of a Customer, the Utility will make a special reading of the Customer's Meter at a time other than the time of a regularly scheduled reading for the charge prescribed in the Utility's Rate Schedules. The Utility, however, shall have no duty to issue a special bill based on such off-cycle reading.

3.6 Remote Meter Reading Service. Remote Meter reading service is available to Customers being served through 5/8-inch, 3/4-inch or 1-inch Meters which are installed indoors. This service allows the Utility to read Meters located inside a structure without entering the structure. A small, weatherproof totalizer will be mounted on the outside of the structure and connected by a cable to a register mounted on the Meter. The equipment to accomplish this service will be furnished, installed, maintained and replaced, if necessary, and owned by the Utility. A remote meter reading device is a fixture at the Premises where it is installed and will not be moved to another location without the Utility's written consent.

Whenever the Utility, during normal working hours, is unable to read a Customer's Meter for twelve consecutive months, the Utility shall require installation of a remote meter reading device. Once a remote meter reading device is installed, it will remain in service until the Service Pipe to the Premises is replaced, in which event the inside Meter shall be relocated to an outside meter pit approved by the Utility and located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line.

3.7 Leakage Allowance.

3.7.1 Underground leaks. Allowance for underground Service Pipe leaks or leaks in crawl spaces or concrete floors (but not leaks in underground irrigation systems) will be 75 percent of the charge for wasted water estimated from the beginning date of the leak to the date of repair, which period shall not exceed two regular reading periods unless extended by missed readings. The Utility will inspect the Premises to determine the cause of the leak. Wastage will be considered as the excess consumption over normal usage, obtained by reference to the Customer's consumption record. If there is no consumption record, the average consumption for the previous calendar year for the appropriate customer classification will be used as the normal consumption. An adjustment will be given only after the Customer has corrected the condition causing the leak and the Premises has been inspected by the Utility to determine that repairs have been properly made.

3.7.2 Other types of hidden leaks. Allowance for other types of hidden leaks (but not leaks in underground irrigation systems) will be 50 percent of the charge for wasted water. The period adjusted shall not exceed one regular reading period unless extended by missed readings. Such allowance will be considered only one time per Customer per service address, and only when all the following conditions exist: (a) consumption is at least double normal usage, (b) consumption is at least 2,000 cubic feet more than normal, (c) total consumption for the reading period exceeds 2,800 cubic feet, (d) circumstances indicate that a leak exists or had existed, (e) the leak shall have been hidden from open view, including toilet leaks and other concealed plumbing leaks, and (f) repairs have been made. Wastage will be determined as indicated in Rule 3.7.1. An adjustment will be given only after the Customer has corrected the condition causing the leak to the Utility's satisfaction.

3.8 Billing Errors. All billing errors, including incorrect tariff applications, will be adjusted by the Utility to the known date of error or for a period of one year, whichever period is shorter.

3.9 Adjustments Due to Meter Error. If a Meter is found to have a percentage of error greater than two percent during a test conducted by the Utility or the Commission at the request of the Customer, in accordance with these rules, the following adjustments of bills shall be made:

3.9.1 Fast Meters. When a Meter is found to have a positive average error – i.e., is fast, in excess of two percent, the Utility will refund or credit to the Customer's account the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous test, or one year, whichever is shorter. This average charge shall be calculated on the basis of units registered on the Meter over corresponding periods, either prior to or subsequent to the period for which the Meter is determined to be fast. No part of a monthly service charge will be refunded.

3.9.2 Slow Meters. When a Meter is stopped or found to have a negative average error – i.e., is slow, in excess of two percent, the Utility will charge the Customer an amount estimated to be the average charge for one-half of the time elapsed since the previous test, or one year, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the Meter over corresponding periods, either prior to or subsequent to the period for which the Meter is determined to be slow or stopped. Such charge will be made only in cases where the Utility is not at fault for allowing the stopped or slow Meter to remain in service.

3.10 Aggregated Meter Reading. Meter readings for a Premises will be aggregated for billing purposes, in lieu of installation of a master meter, where the Customer would be entitled to a master meter for the Premises under the Utility's current rules but was previously unable to install a master meter due to rules of the Utility then in effect. The monthly charge for this service will be pursuant to the Multiple Meter Aggregated Billing Charge as reflected on Appendix A. This rule is applicable only with respect to Service Pipe and Meter installations for which a written request for aggregated Meter readings and billings was made to, and approved by, the Utility's predecessor, the Department of Waterworks of the City of Indianapolis.

3.11 Adjustment for Water Used Through a Fire Meter. If a Customer receives water service through a Service Pipe in which a Fire Meter is installed, and water is needed and used because of a fire, the Utility, upon written notice of and within 30 days after such use, will adjust the charges owed by the Customer for the metered water service to reflect water used solely for non-fire service purposes. The adjustment will be based upon the Customer's average monthly consumption for non-fire service purposes during the previous twelve months or for such period as the Customer has received water service from the Utility for non-fire service purposes if less than twelve months.

RULE 4. DISCONNECTION OF SERVICE

4.1 Upon Customer's Request. A Customer desiring disconnection of service must notify the Utility at least three days in advance of the day on which disconnection is desired. The Utility will endeavor to disconnect the service within three working days of the requested disconnection date. The Customer shall remain responsible for all service used and the related billings until service is disconnected pursuant to the Customer's notice, except that the Customer shall not be liable for any service rendered more than three working days after the requested disconnection date.

4.2 Without Customer's Request and Without Notice. The Utility may disconnect water service to a Customer without request by, or prior notice to, the Customer if:

4.2.1 there exists an unapproved cross-connection of a Customer's water pipes to any other source of water supply or any other condition about the Customer's Premises that might cause contamination of the public water supply or otherwise be dangerous or hazardous to life, physical safety or property;

4.2.2 there is an outstanding order of a court, the Commission or other duly empowered authority directing disconnection;

4.2.3 a fraudulent or unauthorized use of water is detected by the Utility, and the Utility has reasonable grounds to believe the Customer is responsible for such use;

4.2.4 the Meter or any of the Utility's regulating or measuring equipment has been tampered with, and the Utility has reasonable grounds to believe that the Customer is responsible for such tampering; or

4.2.5 the Customer fails to meet the terms of the Utility's 24-hour payment arrangement described in Rule 4.4.

4.3 Without Customer's Request But With Notice. The Utility may disconnect water service to a Customer for any of the following reasons, provided it notifies the Customer as set forth here:

4.3.1 the Customer fails to repair any leak in the Service Pipes or appurtenances between the Public Right-of-Way or Easement in which the Main is located and the Meter, or in any private fire system or unmetered facilities;

4.3.2 Nonpayment of a delinquent bill;

4.3.3 the Customer fails to provide free and nonhazardous access to the Premises and Meter so that the Utility's representatives may make meter readings and necessary inspections and maintain, replace, or remove the Meter, or fails to maintain approved Meter settings, including pits and vaults;

4.3.4 the Customer installs a new Service Pipe or appurtenances or alters or removes the existing Service Pipe or appurtenances, including the Meter, without the Utility's written consent; or

4.3.5 the Customer fails to remedy a condition or use on his Premises which, in the Utility's judgment, endangers the Utility's distribution system.

If service is to be disconnected for any of the foregoing reasons, the Utility will, at least seven (7) days (fourteen (14) days in the case of a Residential Customer) prior to the proposed disconnection, mail or personally deliver notice to the Customer or a responsible person on the Premises, at the address of the Customer shown on the records of the Utility. The notice will state the date and reason for the proposed disconnection, and the Utility's telephone number which the Customer may call during regular business hours for further information. In the case of disconnection of a Residential Customer, the notice will also contain a reference to the pamphlet furnished by the Utility to each of its Customers for information as to the Residential Customer's rights.

4.4 Procedure for Involuntary Disconnection of Residential Customers. Immediately preceding the disconnection of Utility Services to a Residential Customer, the Utility's employee designated to perform such function will attempt to identify himself/herself to the Residential Customer or other responsible person then at the Premises. The employee will announce the purpose of the visit, and a record of the visit will be maintained for at least thirty (30) days. The employee will also attempt to inform the Residential Customer or other responsible person of the reason for disconnection including, if the reason for disconnection is nonpayment, the amount of any delinquent Utility Services bill. The employee will request from the Residential Customer any available verification that the reason for disconnection of service is no longer valid (such as, but not limited to, written evidence that the delinquent bill has been paid or evidence that the conditions, circumstances or practices which caused the disconnection have been corrected) or that the reason of disconnection is currently in dispute and under review, pursuant to Rule 11. The employee will not be required to accept payment or offer the Utility's 24-hour payment arrangement in order to prevent the service from being disconnected for nonpayment; however, they may be offered

as an option to disconnection. Upon the presentation of satisfactory evidence, or acceptable payment, or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, service will not be disconnected. When the employee has disconnected the service, he/she will give to a responsible person at the Residential Customer's Premises, or if no one is at home, will leave at an entry way on the Premises, a notice stating that service has been disconnected and the telephone number of the Utility where the Customer may arrange to have service reconnected.

4.5 Duplicate Notice Protection Plan. Effective October 1, 2012, a Residential Customer may request the Utility notify a predesignated third party of a Utility Service disconnection notice issued to the Residential Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the predesignated third party, by mail, of the pending Utility Service disconnection at the time the Utility renders the disconnection notice to the Residential Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

4.6 Postponement of Disconnection of a Residential Customer for Medical Reasons. Except in the case of disconnection for any of the reasons set forth in Rule 4.2, the Utility will postpone the disconnection of Utility service to a Residential Customer for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Utility with a medical statement from a licensed physician or public health official stating that such disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Residential Customer. The postponement of disconnection will be continued for one additional 10-day period upon the Customer furnishing the Utility an additional medical statement dated on or before the end of the first 10-day period.

4.7 Other Circumstances Postponing Disconnection of Residential Customer. The Utility will not disconnect service to a Residential Customer who:

4.7.1 fails to pay for water or sewage disposal services rendered at a different Premises, metering point, residence, or location, unless such bill has remained unpaid for at least forty-five (45) days, or

4.7.2 fails to pay for water or sewage disposal services to a previous occupant of the Premises served, unless the Utility has reason to believe the Customer is attempting to defraud the Utility by using another name, or

4.7.3 Prior to the disconnect date specified in the disconnect notice, establishes to the Utility's satisfaction the existence of a financial hardship as the reason for his inability to pay the full amount due and (a) pays at least \$10 or one-tenth (1/10) of the delinquent bill, whichever is less, (b) agrees to pay the remainder of the outstanding bill within three months, (c) agrees to pay all undisputed future bills for service as they become due and (d) has not breached any similar agreement with the Utility within the past twelve months. The terms of the agreement must be in writing. The Utility may add to the Residential Customer's outstanding bill a late payment charge in the amount prescribed in the Utility's Rate Schedules, or

4.7.4 is unable to pay a bill which is unusually large due to prior incorrect reading of the Meter, incorrect application of the Utility's rates schedules, incorrect connection or functioning of the Meter, prior estimates where no actual reading was taken for over two months, a stopped or slow Meter or remote meter reading device, or any human or mechanical error of the Utility, and (a) pays an amount at least equal

to the Customer's average bill for the twelve (12) bills immediately preceding the bill in question, (b) agrees to pay the remainder within three months, and (c) agrees to pay all undisputed future bills for service as they become due. The terms of the agreement must be in writing. The Utility may not add to the Customer's outstanding bill any late payment charge.

4.8 Time of Disconnection. In cases of disconnection of service for nonpayment, the Utility will disconnect service between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time, except that requested disconnections and disconnections for any reasons set forth in Rule 4.2, above, may be made at any time. Disconnections of service for nonpayment will be made on days on which the Utility's office or call center is open to the public and before twelve noon (12:00 noon) of the day immediately preceding a day on which the Utility's office or call center is to be closed to the public.

4.9 Remedies Not Exclusive. The remedies provided to the Utility in this Rule 4 shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity.

4.10 Reconnection. After disconnection of water service to a Premises in accordance with these rules, the Utility will reconnect the service to a Premises if (1) all conditions, circumstances or practices which caused the disconnection have been corrected, (2) all unpaid bills for water or sewage disposal service have been paid, (3) the deposit, if required by the Utility in accordance with Rule 2.1 above, has been made by the Customer, (4) a responsible person is present in the Premises to see that all water outlets are closed to prevent damage from escaping water, and (5) the Customer has paid the Utility's Reconnection Charge as prescribed in the Utility's Rate Schedules on Appendix B.

RULE 5. METERS

5.1 Ownership and Size of Meter and Pit. All Meters shall be owned, installed, removed and maintained by the Utility. The Utility shall determine the kind and size of Meter to be used in connection with any Service Pipe. Except as provided in Rule 5.3, all meter pits, meter pit covers and other materials comprising the meter pit facilities shall be purchased, owned, installed, removed, and maintained in a safe manner by the Customer.

5.2 Location and Protection of Meter and Pit. Meters larger than 1-inch shall be installed in an approved meter pit or inside the structure served. However, if, in the Utility's judgment, a backflow prevention device is required, it shall be located adjacent to the Public Right-of-Way or Easement line unless otherwise approved by the Utility prior to installation. Meters shall always be placed upstream of backflow devices. See Rule 8 for more details. Unless otherwise approved by the Utility, Meters 1-inch and smaller shall be installed in a meter pit approved by the Utility located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line.

Upon request of a Customer and before installation, the meter pit will be located at the point requested by the Customer if practicable and in accordance with sound utility standards. The meter pit must be constructed to protect the Meter from freezing and damage from vehicular traffic and located to be convenient and accessible for the Utility representatives. The pit location should be designed to prevent an inflow of surface water.

Meters which cannot be installed in outside pits shall be located inside the structure served as approved by the Utility. An inside Meter shall be as near as possible to the point where the Service Pipe enters the building in a clean, dry, safe place, protected from freezing and hot water and not subject to wide temperature variations. In case of damage to a Meter or any of its immediate attachments by reason of any act, neglect or omission on the part of

the Customer (including, but not limited to, the freezing of an inside meter), the Customer shall pay the Utility the Damaged Meter Replacement charge prescribed in Appendix B of the Utility's Rate Schedules for repair and replacement of the Meter.

The Meter shall at all times be accessible for reading, inspection and removal for testing. The Utility reserves the right to put seals on any water Meter or on its couplings for any Premises, and may turn off the supply if such seals are found broken or removed.

5.3 Change in Location. All changes in the location of a Meter shall be approved by the Utility and, except as hereinafter provided, at the Customer's expense. Whenever the Service Pipe to a Premises having an inside Meter is replaced, the Meter shall be relocated in a meter pit approved by the Utility located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line, in which case the Utility, at its expense, will provide the Customer with the Meter connection, pit cover, lid and service stop, to be installed by the Customer at his/her expense.

5.4 Multiple Meters. Where water for a Premises is metered at more than one Service Pipe for the convenience or at the request of the Customer, each location shall be billed separately except as provided in Rule 3.10. If the Utility determines that water for a Premises should be metered through more than one Service Pipe for the convenience of the Utility, meter readings shall be aggregated and billed as if from a single Meter. In no event will meter readings be aggregated for two or more Premises.

5.5 Temporary Hydrant Meters. Where temporary water service is requested from one of the Utility's hydrants, the Customer will receive this service through a Hydrant Meter assembly after executing a contract with the Utility and paying the required deposit and connection charge as prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules. The Hydrant Meter will be issued by the Utility and secured to the hydrant by the Customer. The Utility reserves the right to remove its hydrant connection and Meter and terminate this service at any time it deems necessary or appropriate, without prior notice. The deposit is refundable upon service termination as provided in Rule 2.4.

Each temporary Hydrant Meter depositor shall report to the Utility by the first day of each month the amount of water which passed through the Meter during the prior month. The reports may be subject to verification by the Utility and will serve as the basis for billing for water service. In the event no report of water usage is furnished to the Utility, the charges for water service will be based on estimates as provided in Rule 3.1. Any temporary Hydrant Meter depositor who fails to report water usage for any two months during the preceding 12-month period shall pay a late reporting charge for each subsequent late reporting, as prescribed in the Non-Recurring Charges tariff of the Utility's Rate Schedules.

RULE 6. METER TESTING

6.1 Records and Procedure. Whenever a Meter in service is tested, a record will be kept of the location of the Meter, the reason for making the test and the readings of the Meter before and after the test. For the determination of Meter accuracy, the Utility will use the test flows for the various types of Meters specified from time to time in the Commission's rules. These test flows for displacement-type cold-water Meters currently are:

<u>Nominal Meter Size</u>	<u>Minimum Test Flow Gallons per Minute</u>	<u>Normal Test Flow Limit Gallons per Minute</u>
5/8-inch	1/4	1 – 20
3/4-inch	1/2	2 – 30
1-inch	3/4	3 – 50
1 1/2-inch	1 1/2	5 – 100
2-inch	2	8 – 160
3-inch	4	16 – 300
4-inch	7	28 – 500
6-inch	12	48 – 1,000

Displacement Meters will be tested at three or more test flows. One will be at the minimum test flow. One will be at not more than 10% of the maximum normal test flow. One will be at not less than 35% of the maximum normal test flow limit.

A Meter will not be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or over or under registers more than 1 1/2% in the normal test flow limits, with the exception that a repaired Meter will register not less than the following appropriate percentage of the water passed through it at the minimum test flow, and shall not over or under register more than 2% in the normal test flow limits:

If manufactured on or after January 1, 1955 — 90%
If manufactured prior to January 1, 1955 — 85%

6.2 Frequency of Testing. Meters will be inspected and tested by the Utility in accordance with the following program, known as the "Statistical Quality Control Program:"

6.2.1 The Statistical Quality Control Program shall be based on Military Standard No. 105-D, Sampling Procedures and Tables for Inspection by Attributes. Sample size code letters will be taken from Table I, General Inspection Level II. Sample size and acceptance-rejection numbers will be determined from Table II A, single sampling plan for normal inspection, using Acceptance Quality Level (AQL) 10.

6.2.2 The Meters for quality control sampling will be separated into homogenous groups by manufacturer, model, design, or other distinguishing characteristics by year set. The sample for each group will, as far as possible, be taken from routine Meter exchanges, removals, and field tests for each year, except that those Meters removed or exchanged because of known or suspected defects or for special tests may be excluded from the quality control sample.

6.2.3 If an inadequate sample of Meters is routinely exchanged or removed, the balance of Meters required for sampling will be obtained from Meters in service by removal on a randomly selected basis.

6.2.4 Beginning in the year indicated in the table below and continuing through subsequent service years, Meter groups will be sample tested annually, being allowed to continue in service until an annual sample reaches its rejection number of deviant Meters. The service life of Meter groups may be extended by this quality control program as long as ninety percent of the Meters in a sample group does not exceed an accuracy figure of 102.0 percent when tested at not less than 35% of its rated capacity.

5/8-inch Meters	9th year
3/4-inch Meters	7th year
1-inch Meters	5th year
1 1/2-inch Meters	3rd year

A Meter may be inspected and tested by the Utility at any time that the Utility suspects it of registering inaccurately.

6.3 Meter Tests Requested by Customers. The Utility will test the accuracy of a Meter upon written request by a Customer. The Customer shall pay the charge set forth in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules for any Meter test after the first test of such Meter if (1) the test is requested within thirty-six (36) months after the last test and (2) any error of the Meter is found to be in compliance with Rule 6.1. A written report giving the results of the test will be made to the Customer within 10 days after the test has been completed.

6.4 Tests Under Commission Supervision. A test will be made of a Customer's Meter by the Utility under the supervision of an employee of the Commission upon appropriate direction by the Commission.

RULE 7. SERVICE PIPES AND OTHER FACILITIES

7.1 Installation and Ownership of Service Pipes. The Service Pipe shall be installed and owned by the Customer. The type, kind and quality of all pipe and materials installed between the Main and the Meter connection shall be subject to approval by the Utility. The Meter and Tap will be furnished, installed, maintained and replaced, if necessary, by the Utility and are its property. If the Tap is installed by the Utility outside regular working hours for the convenience of the Customer, the Customer shall be charged the actual cost to the Utility of labor and equipment used in the work. The Customer or his Plumber shall install the Meter connection, which will be furnished, owned, repaired and replaced, if necessary, by the Utility. If the connection is damaged or lost by the Customer or his Plumber, the Customer shall pay the Utility the cost thereof, but the Customer will not be held responsible for loss or damage if he/she has used reasonable care to protect the Utility's property.

7.2 Maintenance of Service Pipes. The Utility will maintain, repair or replace the portion of the Service Pipe and appurtenances between the Main and the Public Right-of-Way line made necessary by leaks.

The Customer will maintain, repair or replace the portion of the Service Pipe, and appurtenances from the Public Right-of-Way line to the Premises.

The Utility shall have no duty to maintain, repair or replace Service Pipes which are connected to a pipe in a Public Right-of-Way, which pipe, prior to the dedication of the Public Right-of Way, was a Service Pipe not owned by the Utility.

For Mains and Service Pipes installed in Easements, the Utility will maintain the Main and Tap but will not maintain the Service Pipe.

The Utility shall have no duty to maintain, repair or replace Service Pipes within a vacated Public Right-of-Way or Easements unless the Service Pipe crosses a Public Right-of-Way adjacent to the Easement.

7.3 Disconnection of Old Service Pipes. The Utility will disconnect, at its expense, inactive Service Pipes at the Tap under the following conditions: (1) when the Utility receives a "wrecking" notification for a Premises; (2) when an active Service Pipe serves the Premises; (3) when a Customer installs a new Service Pipe; or (4) when there are no existing on-site needs for water service. If the situation is not described by one of the above conditions or is unusual, the Utility will give such special considerations as the circumstances require in its sole judgment.

All Service Pipe disconnections will be scheduled by the Utility. The Utility is under no obligation to disconnect inactive Service Pipes prior to construction of new or modified Service Pipes.

Any damages to inactive Service Pipes in the Public Right-of-Way or Easement, prior to disconnections performed by the Utility, shall be the responsibility of the property owner.

7.4 Service Pipe Installation Requirements. Service Pipes, including branches, shall be installed according to the following specifications:

7.4.1 The minimum inside diameter of the Service Pipe shall be 3/4-inch (or in accordance with the building code applicable to the area).

7.4.2 The Service Pipe shall run in a straight line perpendicular to the Main or from the Main to the property line or Easement line of the Premises being served. Any exceptions to this practice must be approved by the Utility.

7.4.3 The Service Pipe shall be installed and maintained with a minimum cover of 4 1/2 feet from the Main to a point where the Service Pipe is otherwise protected from freezing.

7.4.4 The Service Pipe shall include a Service Stop of the type approved by the Utility. Service Pipes for Meters one-inch or smaller installed in an outside meter pit shall have a Service Stop with a locking device, which is a part of the meter-holding connection furnished by the Utility. Service Pipes for Meters one-inch or smaller which cannot be installed in an outside pit shall have a Service Stop approved by the Utility placed between the curb and the Public Right-of-Way line. Unless otherwise approved, the service stop shall be placed in the unpaved portion of the Public Right-of-Way near the curb edge of the sidewalk and shall be in front of the structure served. In streets where there are no sidewalks or curbs, such Service Stops, as a general rule, shall be placed in the Public Right-of-Way 5 1/2 feet from the right-of-way line. All Service Pipes 1 1/2-inch or larger shall have a Service Stop installed within three feet of the Main. In no case shall Service Stops be placed in vaults under the sidewalk.

7.4.5 Each Service Stop except those installed in pits shall be provided with an approved box. The top of the box shall be set level with the grade of the surrounding street, sidewalk, or ground. This box shall be originally installed and owned by the Customer and if located on private property shall be maintained and kept to proper grade by the Customer.

7.4.6 Each Service Pipe shall contain an approved shut-off valve. Where the Meter is located in a building, the valve shall be located where the Service Pipe first enters the building and on the street side of the Meter. Where the Meter is located in an outside pit, the valve shall be installed either in the basement or in a riser pipe just above the first floor so that all outlets are controlled. A drawing showing the proposed layout of Branched Service Pipes and valves shall be submitted to, and have been approved by, the Utility prior to installation of said Service Pipes and valves.

7.4.7 Any Service Pipe laid in proximity to an existing or proposed sewer or drain line shall be installed in accordance with the current plumbing rules and regulations of the State of Indiana applicable to such installation.

7.4.8 Every Premises shall receive water utility service through a separate Service Pipe unless the Utility approves and authorizes the provision of water utility service to two or more separate Premises through a primary Service Pipe and related Branched Service Pipes in accordance with Rule 7.12.

A Service Pipe shall not extend from one Premises to another across a Public Right-of-Way.

A Service Pipe shall not extend across a property, lot or Easement line except in those instances where the Main to which the Service Pipe is connected is installed in a Public Right-of-Way or in an Easement parallel to the Public Right-of-Way.

7.4.9 The Utility, upon request, will review a Customer's plans and specifications with respect to the type, location and arrangement for the service, Service Pipe and other facilities downstream from the Meter, but the Utility is not responsible for the adequacy of such Service Pipe and facilities downstream from the Meter or for selection by the Customer of the best or most economical type of service or Metering arrangement.

7.5 Replacement of Service Pipes. The Utility recommends against extending or reconnecting a previously installed Service Pipe to a building if such Service Pipe is or may be of inadequate capacity and invites the Customer or Plumber to obtain the advice of the Utility regarding the size of the Service Pipe which would be adequate for the proposed service. If the Customer elects to install a new Service Pipe, the installation shall be made by the Customer.

7.6 Metering Points. Unless the Customer requests additional metering points and the request is approved by the Utility, service shall be supplied through a separate Service Pipe and Meter for each Premises.

In new or unusual situations or situations not described by the existing rules, service and metering points must be reviewed and approved by the Utility prior to installation.

7.7 Relocation of Service Pipes. The Utility shall not be liable for the cost of moving or relocating a Service Pipe or related appurtenances to serve the convenience of the Customer.

If the Utility relocates a Main in connection with a public improvement project, the Utility will, at its expense, reconnect the Service Pipe from the old Main to the new Main.

If a Service Pipe must be relocated or lowered in connection with a public improvement project not involving a Utility Main relocation, the Service Pipe will be relocated or lowered at the expense of the public improvement project agency.

7.8 Undersized Service Pipes. The Utility is not responsible for inadequate or unsatisfactory service due to an undersized Service Pipe. Replacement of an undersized Service Pipe and appurtenances shall be at the Customer's expense.

7.9 Thawing Frozen Service Pipes. The Utility shall not be required to attempt to thaw Service Pipes.

7.10 Irregularly Located Service Pipes. A Service Pipe which is irregularly located shall, at the Utility's expense, be relocated and connected to a new Main abutting the Premises when subsequently installed for other purposes.

The Utility shall not be under any obligation to permit connection or to supply service to any Customer whose Premises does not abut a Main.

7.11 Modification of Facilities. Where modification of the Customer's facilities, or the type or arrangement of service is required in the Utility's judgment because of changes in the use of the Premises or because of the Customer's operations which affect the Utility's distribution system, such as the causing of pressure fluctuations which affect service to other Customers or damage to the Utility's system, the necessary modification shall be made at the Customer's expense at the request of the Utility. The Utility shall also be entitled to recover from such a Customer the costs of repairing its distribution system.

7.12 Association of Customers. The Utility may contract, in its judgment, with two or more prospective Customers for water service from one primary Service Pipe, provided the Customers have entered into a written contract with the Utility and with each other to provide for the maintenance of the primary Service Pipe and all related branches, and to pay all associated private fire service charges.

A Service Pipe to an isolated Premises shall not extend across a property, lot or Easement line to a Main until the prospective Customer and the owner(s) of adjacent land between the isolated Premises and the Main have entered into a written contract with the Utility and with each other to provide for the maintenance of the Service Pipe and to pay all associated private fire service charges.

RULE 8. PLUMBING RESTRICTIONS

8.1 Lawn Irrigation System and Yard or Post Hydrant Installation Requirements. Customers shall construct an air gap or install a reduced pressure principle backflow preventer or pressure type vacuum breaker in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10-6, on the water line connecting the public water supply to any lawn irrigation facility buried below ground which has a sprinkling outlet located less than six (6) inches above grade and which is constructed after July 19, 1985.

Vacuum breakers installed on all yard or post hydrants shall be of the self-draining, nonfreezing type.

A drawing of each such proposed lawn irrigation and hydrant installation shall be submitted to, and have been approved by, the Utility prior to installation.

8.2 Prevention of Contamination of Utility's Distribution System. No interconnection or plumbing arrangement shall be permitted that could allow contamination to enter the Utility's distribution system. Backflow prevention devices shall be installed in Customer facilities in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10. Utility-approved backflow prevention devices as required by Indiana Department of Environmental Management Rule 327 IAC 8-10 shall be installed in the primary Service Pipe serving an association of Customers, as described in Rule 7.12. Utility approved backflow prevention or detector check devices shall be installed in all unmetered private fire service lines as described in Rule 9. Backflow prevention devices approved by the Utility shall be installed in any other Service Pipe where the Utility, in its judgment, determines that such protection is necessary.

All backflow prevention devices shall be installed at locations approved by the Utility. These devices will be selected and installed in accordance with 327 IAC 8-10-7. No connection to a Service Pipe shall be made between the Main and the backflow prevention device without the Utility's prior approval.

8.3 Prevention of Circulation in Looped Systems. Service Pipes which form a complete loop and connect to a Main at two or more points shall have double check valve assemblies installed in them. The devices shall be installed near the property line at each point of connection to the Main.

8.4 Potable Secondary Water Supply. Customers having a potable secondary water supply shall install and maintain, at their expense, proper backflow prevention devices in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10-5. This will include tanks constructed to store water furnished by the Utility's distribution system.

8.5 Non-Potable Water Supply. Where a Premises has a non-potable secondary or private fire service water supply, no connection will be allowed to the potable water piping system. This is to comply with 327 IAC 8-10-5(b).

8.6 Booster Pump Installations. All plans for booster pump installations shall be submitted to the Utility prior to installation. A booster pump must be equipped with pressure sensing controls to provide shut down when the Main pressure drops below 20 psi. Requirements for backflow prevention devices, metering or flow detection will be considered at this time.

8.7 General Requirements. Backflow prevention devices shall be installed and inspected per Indiana Department of Environmental Management Rule 327 IAC 8-10. If the Utility finds noncompliance with these rules, it will report such noncompliance to the Indiana Department of Environmental Management per Rule 327 IAC 8-10-10. The Utility may also disconnect service to the Customer in accordance with Rule 4.2.1.

RULE 9. FIRE SERVICE

9.1 Design and Installation Requirements. The type, kind and quality of all pipe and materials installed underground for fire service shall be subject to approval by the Utility. Fire service water shall pass through a Fire Meter, double check detector check assembly or detector check with a bypass Meter unless, in the Utility's judgment, fire service water is allowed to pass through a domestic Meter. A Fire Meter shall be installed only in a Service Pipe which supplies water to a Premises both for fire service use and use other than fire service. A detector check with a bypass meter or double check detector check assembly will be installed where required by Rule 9.7. All fire service lines within buildings shall be installed in such a manner that all pipes will be easily accessible for

inspection at any time. Underground pipes outside of buildings must be placed and maintained with a minimum cover of four and one-half feet. Unmetered connections with fire service systems are prohibited.

In the event that an additional Service Pipe for supplying water to the Premises solely for use other than fire service is branched from a Service Pipe supplying water to the Premises for fire service, the Customer may elect to install separate Meters in each such Service Pipe branch, in lieu of a Fire Meter in the primary Service Pipe for the combined services. Where a fire service system is maintained under pressure from a jockey pump, the water serving the jockey pump shall be drawn from the line serving the fire pump and a separate Meter shall be installed on this line.

9.2 Alarms and Check Valves. Private fire service systems without tanks shall be equipped with a flow alarm and a double check valve assembly. Systems with tanks shall have one flow alarm and an approved backflow prevention device. Water from the Utility's supply used for filling storage tanks or reservoirs shall be metered.

9.3 Seals on Hydrants and Other Fixtures. Hydrants and other fixtures connected to a private fire service line may be sealed by the Utility, and such seals shall be broken only in case of fire or as specially permitted by the Utility. The Customer must immediately notify the Utility of the breaking of any such seal.

9.4 Discontinuance of Service. Water service for a Customer's private fire service system may be discontinued for (1) any of the reasons set forth in Rules 4 or 9.1, except vacancy of Premises, (2) the Customer's failure to notify the Utility promptly in the case where the Utility's seals on valves, fittings, or hydrants are broken, or (3) waste or unauthorized use of water by the Customer through fire service lines.

Water service for a Customer's private fire service system located in Marion County will not be disconnected at the Customer's request, unless the fire department having jurisdiction of the district in which the Premises is located has approved the disconnection. Until the fire department approves the disconnection, the Customer will continue to be obligated to pay for such service. If the Customer fails to pay for their unmetered fire service, the Utility may discontinue the metered water service as set forth in Rule 4.

If the Premises is located outside of Marion County, the Utility will not discontinue private fire service at the Customer's request, and the Customer will continue to be obligated to pay for such service, unless the Utility has received a return mail receipt showing that the fire department having jurisdiction of the area in which the Premises is located has received the Utility's notice that such service will be discontinued. If the Customer fails to pay for their unmetered fire service, the Utility may discontinue the metered water service as set forth in Rule 4.

9.5 Fire Meters. A Fire Meter shall be installed whenever a single Service Pipe is installed for the purpose of supplying water to a Premises both for fire service and for use other than fire service. The Fire Meter and Tap in the Main shall be furnished, installed and owned by the Utility. The meter pit and all other facilities within the meter pit shall be subject to the Utility's approval prior to installation and be constructed and installed by, and be the responsibility of, the Customer.

9.6 High Volume – High Pressure Industrial Systems. In the case of a private fire service system to serve an industrial complex owned and operated as a single entity by one Customer which will have significant water storage and high volume/high pressure pumping facilities, such system shall be installed in accordance with plans submitted to, and approved by, the Utility prior to installation. In the event that it is necessary that any part of such system cross or be located within a Public Right-of-Way or a Utility-owned Easement, such system shall not be

deemed to violate Rule 7.4.8 if the Customer has entered into a written agreement with the Utility in which the Customer has agreed to:

9.6.1 install all of the Customer's pipes within the Public Right-of-Way or Easement in a tunnel or casing pipe extending five (5) feet onto the Customer's property on each side of the Public Right-of-Way or Easement, all details of which shall be subject to the Utility's approval,

9.6.2 pay the costs incurred by the Utility to replace with an approved pipe material any Utility Main which, in the Utility's judgment, is put in jeopardy and is located within the area disturbed by the installation of the Customer's pipes within the Public Right-of-Way or Easement,

9.6.3 maintain and repair, at the Customer's sole expense, the Customer's private fire service system, including the Customer's pipes installed within the Public Right-of-Way or Easement,

9.6.4 compensate the Utility for any and all damage to the Utility's facilities located in the Public Right-of-Way or Easement caused by the Customer, its system, installation or use,

9.6.5 indemnify the Utility against any and all liability and claims arising from damage to property or injury (whether or not alleged to be the result of the Utility's negligence) caused by the Customer's system or its installation, maintenance or use, and

9.6.6 relocate, at no expense to the Utility, its facilities installed within the Public Right-of-Way if such relocation is necessitated by a public improvement.

9.7 Detector Checks. An Underwriters Laboratory-approved detector check with a bypass Meter or double check detector check assembly shall be installed in all new private fire system Service Pipes. In addition, detector checks with bypass Meters or double check detector check assemblies shall be installed where existing private fire system Service Pipes are being modified, replaced or relocated, where existing private fire systems are being extended, and when a Customer being served has been found by the Utility to be using water, without authorization from the Utility, from an existing unmetered Service Pipe for purposes other than fire service. The detector check or double check detector check assembly shall be located after all metered Branched Service Pipe connections. The bypass Meter around the detector check or double check detector check assembly shall be sized, purchased, installed and owned by the Utility. The detector check or double check detector check assembly, meter pit or vault, and all other piping facilities within the meter pit or vault, shall be subject to the Utility's prior approval and be constructed and installed by, and the responsibility of, the Customer.

RULE 10. UTILITY'S RESPONSIBILITY FOR SERVICE

10.1 Interruptions, Pressure, and Volume. The Utility will use reasonable care and diligence to avoid interruptions and fluctuations in its service, but it cannot and does not guarantee that interruptions and fluctuations will not occur. Variations in pressure or volume of flow are to be expected. In the Utility's judgment, Customers requiring uniform service, an uninterrupted supply, or uniform pressure or volume shall make their own special provisions on their Premises. Customers needing special provisions for uninterrupted service may also be required to install multiple meters or multiple backflow devices to allow the Utility to test Meters and backflow devices or repair Meters during the Utility's normal business hours and to allow the Customer to repair its backflow devices.

10.2 Liability for Damages on Customer's Premises. The Utility shall not be liable for any damage done or inconvenience caused by reason of any break, leak or defect in, or by water escaping from, Service Pipes or fixtures on the Premises of the owner or Customer.

RULE 11. COMPLAINT PROCEDURE

11.1 Complaint. A Customer may complain to the Utility at any time about any bill which is not then delinquent, a security deposit, a disconnection notice, or any other matter relating to the Utility's service and may also request a conference about such matters. The complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Utility at its business office. A complaint shall be considered filed upon receipt by the Utility, except mailed complaints shall be considered filed as of the postmark date. In making a complaint or requesting a conference (hereinafter "complaint"), the Customer shall state his/her name, service address and the general nature of his/her complaint.

11.2 Investigation of Complaint and Notification of Proposed Disposition. Upon receiving each such complaint, the Utility will investigate the matter, confer with the Customer when requested and notify him/her, in writing, of its proposed disposition of the matter. Such written notification will advise the Customer that he/she may, within seven days following the date on which such notification is mailed, request a review of the Utility's proposed disposition by the Commission. If the Customer requests a special Meter reading, the first reading of the Customer's Meter by the Utility during its investigation shall not be subject to the charge for a special Meter reading prescribed in the Utility's Rate Schedules. Subsequent readings, however, if requested by the Customer, will be subject to the charge.

11.3 Service During Review of Complaint. If the Customer is receiving service at the time the complaint is received by the Utility, his/her service will not be disconnected until at least ten days after the date on which the Utility mails the notification of its proposed disposition of the matter to the Customer. If the Customer, within seven days after the mailing by the Utility of its proposed disposition of the matter, requests the Commission to review the Utility's proposed disposition of the complaint, the Utility will not disconnect the Customer's service until at least three days after the date of the mailing of the Commission's decision on the matter, provided the Customer has paid and continues to pay all undisputed bills, portions of disputed bills as specified hereinafter, and all future undisputed bills prior to their becoming delinquent. If the Customer and the Utility cannot agree as to what portion of a bill is undisputed, the Customer shall pay on the disputed bill an amount equal to his average bill for the twelve months immediately preceding the disputed bill, except in those cases where the Customer has received fewer than twelve bills, in which event the Customer shall pay an amount equal to 1/12 of the Utility's estimate of its annual cost of rendering service to such Customer.

11.4 Record of Complaints. The Utility's record of complaints under this rule will be available during normal business hours upon request by the concerned Customer, his agent possessing written authorization, or the Commission.

RULE 12. MAIN EXTENSIONS

12.1 Definitions. The following terms as used in this rule have the following meanings:

12.1.1 "Completion date of the Main extension" means the date the Utility declares the Main extension to be in service and releases it for Taps.

12.1.2 "Cost of the Main extension" means the estimated cost of installing the Main or the actual cost of a developer-installed extension.

12.1.3 "Deposit" means the amount required to be deposited by or on behalf of each prospective Customer for a Main extension prior to the Utility commencing construction of the Main extension.

12.1.4 "Main extension" means the Mains, hydrants and appurtenances installed by the Utility to provide the water utility service requested by or on behalf of the prospective Customer or Customers, but does not include the Customer's Service Pipe.

12.1.5 "Original depositor" means a prospective Customer who enters into a Main extension agreement with the Utility and makes a deposit with the Utility prior to the completion date of the Main extension.

12.1.6 "Parcel" means a lot as platted or if the area to be served is not platted, the equivalent of a "lot" as determined in accordance with the Commission's Rule 170 IAC 6-1.5-30.

12.1.7 "Prospective Customer" or "applicant" means the person requesting the Main extension in order to receive water utility service from the Utility.

12.1.8 "Subsequent connector" means a person who was not an original depositor and who connects to the Main within 10 years after the completion date of the Main extension.

12.1.9 "Subsequent connector's fee" means the amount required to be paid to the Utility by each subsequent connector prior to his being permitted to connect to the Main.

12.1.10 "Total required deposit" means the amount by which the cost of the Main extension exceeds the amount equal to three times the estimated annual revenue to be received by the Utility from the prospective Customer or Customers less the Utility's costs of connecting said prospective Customer or Customers to the Main.

12.2 Written Agreement and Scheduling of Projects. Persons desiring Main extensions shall apply therefore in writing to the Utility. All Main extensions require a prior written agreement between the Utility and the prospective Customer or Customers, who shall contract to connect to the Main within nine months after the completion date of the Main extension and receive service from the Main extension for a period not less than three years.

All Main extension projects will be carried out in accordance with the Commission's Rule 170 IAC 6-1.5 and this Rule 12. They will be scheduled for construction in the order in which the Utility receives the total required deposit under the Main extension agreement or the executed Main extension agreement if there is no required deposit.

12.3 Design of Main Extension. All Main extensions installed to provide domestic water service shall also provide fire protection service. Unless otherwise specifically provided for in the Main extension agreement, the Main extension will be designed to deliver domestic water service at a rate sufficient to serve the number of parcels abutting the main extension and public fire protection service at a minimum rate of 1,000 gallons per minute at 20

pounds per square inch residual pressure. In addition to the above, the Utility will determine the size of Main reasonably necessary to serve the applicant without degrading the integrity of the Utility's distribution system.

12.4 Determination of Cost of Main Extension.

12.4.1 General. The cost of a Main extension may be either (a) the actual cost of a developer-installed extension; or (b) the estimated cost of the extension. The estimated cost of the Main extension to satisfy the design characteristics set forth in Rule 12.3 or such other design characteristics as are specifically requested by the prospective Customer or Customers will be based on the length of the Main and unit cost for installing the appropriately sized Main. All such costs will be determined annually by the Utility, based on the Utility's actual average cost to install Mains during the previous calendar year, adjusted for known increases or decreases in materials, equipment, special construction, overhead and labor costs. The total of such estimated costs shall be the cost of the Main extension for all purposes under the Main extension agreement. If, however, one or more of the prospective Customers requests special service, such as higher flow or pressure, which the Utility determines requires the installation of a Main larger than that which would otherwise be necessary to serve the domestic and fire protection requirements of the prospective Customers generally, the Utility will compute the cost of an alternative Main extension which would meet the needs of the prospective Customer or Customers assuming no one of them required any special service, which cost will be used to determine the deposit required from each of the original depositors other than those requesting the special service and the subsequent connector's fees.

The applicant shall be required to pay the cost of the Main extension and the full gross-up any applicable state and federal taxes associated with the cost of the extension, and the applicant shall receive refunds as provided in this Rule 12.

12.4.2 Length and Location of Main Extension.

12.4.2.1 Extension of Main to Intersection or Parcel Adjacent to Parcel Having Available Service. The Main extension shall run to the end of the lot or frontage of the most remote original applicant to be served. However, if such lot or frontage abuts an intersecting street, the terminal point of the extension shall be located so that the Main to be installed ties into the existing Main in the intersecting street. If there is no Main in the intersecting street, the cost of the Main extension shall be computed on the basis of an extension of the Main to the center of the street. If the Main to be extended terminates within a parcel served thereby and the extension of such Main is to serve only the immediately adjacent parcel, the Utility, at its expense, will extend the existing Main to the mutual property line and such line will be considered the beginning point of the Main extension.

12.4.2.2 Termination of Main Extension in Permanent Cul-De-Sac. If the public thoroughfare in which the Main is to be installed dead ends in a permanent cul-de-sac, the Main will be installed to wrap around the cul-de-sac in the unpaved portion of the Public Right-of-Way, so that the Service Pipe to serve each parcel abutting the public thoroughfare may be connected to the Main without disturbing the paved portion of the public thoroughfare in the cul-de-sac and without crossing any property line other than the right-of-way line.

12.4.2.3 Termination of Main Extension Against Natural or Physical Barrier. If the public thoroughfare in which the Main is to be installed dead ends against a railroad, creek, river

or other physical or natural barrier, or if the Main is to serve the last lot or last facing pair of lots in a street, the Main to be installed may terminate at the physical or natural barrier, at the point where the most remote Service Pipe is to be connected to the Main, or at a point perpendicular to the farthest corner of the house or structure located on the parcel adjacent to the barrier, whichever the Utility in its reasonable engineering judgment determines is the most appropriate under the circumstances.

12.4.2.4 Mains to be Installed in Public Thoroughfare. The Utility shall not have a duty to locate a Main other than in a public thoroughfare. In its discretion, the Utility may install a Main in an Easement or right-of-way granted to the Utility where installation of the Main in the public thoroughfare is impracticable or installation of the Main in an Easement will, in the Utility's engineering judgment, benefit the Utility's distribution system.

12.5 Determination of Revenue Allowance. The revenue allowance for each Main extension shall be equal to three times the estimated annual revenue to be received from the Customer or Customers to be attached to the Main less the estimated cost of connecting the prospective Customer or Customers to the Main, which cost shall be based on the size of the Tap and Meter through which the prospective Customer or Customers will receive service. If the revenue allowance exceeds the cost of the Main extension, the Main extension shall be a "free extension," subject to the terms and conditions described in Rule 12.6.

In determining the revenue allowance, the Utility will estimate the annual revenue to be received by it from each of the prospective Customers based on the average annual revenue received from Customers of the same classification having similar characteristics during the previous calendar year. If there is evidence available that would indicate that such an estimate would be inapplicable, the Utility will estimate the annual revenue based on such evidence.

Where the Main extension will serve Residential Customers, an immediate revenue allowance will be allowed only for existing residences or residential units where construction of the building containing the units has commenced above the first floor and where the prospective Customer or developer, as the case may be, agrees to take service within nine months following the completion date of the Main extension. Where the Main extension is to serve a proposed commercial or industrial real estate development, no immediate revenue allowance will be allowed for prospective commercial or industrial Customers unless, in the Utility's judgment, sufficient construction has commenced and pertinent data is available to the Utility to permit it to identify the prospective commercial or industrial Customers in order to determine anticipated water demands and estimate the annual revenue to be received from such prospective Customers.

12.6 Guarantee to Insure Connection to Free Extension. If the Main extension is estimated to be a "free extension," as identified in Rule 12.5, the Utility may require each prospective Customer to make a reasonable deposit, not to exceed three years' estimated revenue from such Customer, to guarantee that such prospective Customer connects to, and takes service from, the Main extension within nine months after the completion date of the Main extension. Each such deposit will be returned as soon as practicable after the prospective Customer commences service from the Main extension. If a prospective Customer fails to connect to and take service from the Main extension, the Utility will retain the deposit as liquidated damages for the loss resulting to it from the prospective Customer's failure to commence service as anticipated and relied upon by the Utility, unless a sufficient number of other prospective Customers become Customers so as to qualify the Main extension as a free extension.

12.7 Allocation of Total Required Deposit Where There is More Than One Prospective Customer. Unless otherwise agreed upon among the prospective Customers, each shall pay to the Utility his proportionate share of the total required deposit based on the ratio of the number of parcels for which each Customer requests water service to the total number of parcels for which water service is requested by all of the prospective Customers. When a prospective Customer owns more than one parcel but does not elect to arrange for service to all parcels, he may designate which of the parcels are to be served and shall make deposits for each of the parcels to be served. A separate Main extension agreement shall be entered into with respect to each parcel for which water service is requested.

12.8 Cash or Secured Deposits. A prospective Customer's deposit shall be made in cash or, in lieu of cash, it may be secured by an irrevocable letter of credit acceptable to the Utility and issued by a national bank or a bank chartered under the laws of the State of Indiana. In all cases, said letter of credit shall permit the Utility upon request to draw funds for the purchase of materials to be used for the Main extension and unconditionally guarantee payment of the remainder of the deposit within three days after the completion date of the Main extension.

12.9 When Deposits Collected are Less than Total Required Deposit. In the event that the amount of deposits collected by the Utility from the original depositors is less than the total required deposit when the Utility is ready to commence installation of the Main, the Utility may elect either to cancel the project and return all deposits or to proceed with the Main extension. If the Utility elects to proceed with the Main extension, the amount by which the total required deposit exceeds the deposits collected shall be identified as the Utility's "repayable investment," and no refunds will be made to depositors until the Utility has recovered all of its repayable investment, with interest at the annual rate of one percent (1%) over local prime at the time the proposed written agreements for the Main extension are sent by the Utility to the prospective Customer or Customers.

12.10 Return of Deposits Upon Failure to Commence Construction. Upon receipt and retention by the Utility of the total required deposit, no refund of any deposit will be made unless within 180 days after the Utility's receipt of the total required deposit, construction of the Main extension shall not have begun. In the event that the Utility has not commenced installation of the Main extension within 180 days after receipt of the total required deposit from the original depositors, the Utility shall, upon written request from an original depositor, refund his/her deposit. Unless such refunded deposit and all other refunded deposits are replaced by the same or other original depositors within 90 days thereafter, the Utility may cancel the project and refund all remaining deposits thereon. The Utility shall not be liable for damage to any person, firm, corporation, organization or other entity for failure to install the Main extension within any particular period of time, regardless of the type of damage claimed.

12.11 Connection and Service. An original depositor shall be entitled to one Service Pipe connection for each parcel for which a deposit is made. An original depositor shall connect to and receive water service from the Main extension within nine months after the completion date of the Main extension and shall use and pay for such service for a period of at least three years. In the event the original depositor fails to connect to and take service from the Main extension within nine months after the completion date of the Main extension, the revenue allowance for such prospective Customer shall be identified as the Utility's repayable investment and no refunds will be made to the original depositors until the Utility has recovered all of its repayable investment, with interest at the annual rate of one percent (1%) over local prime at the time the proposed written agreements for the Main extension are sent by the Utility to the prospective Customer or Customers. The Utility may also require a bond to enforce the faithful performance of the prospective Customer's connection and service obligations.

12.12 Utility May Install Larger Mains. The Utility may install Mains larger than the size of Mains used to determine the cost of the Main extension in order to provide for future extensions. The additional cost of installing such larger Mains shall be the Utility's expense.

12.13 Subsequent Connector's Fee. If the owner or occupant of any unconnected parcel abutting the main but not included in the original application for the Main extension, requests water service any time within ten years after the completion date of the Main extension, the owner shall, prior to the Utility permitting the connection of said parcel to the Main, pay a subsequent connector's fee for each parcel for which service is requested. The amount of the subsequent connector's fee shall be the cost of the Main extension divided by the number of parcels abutting the Main used to compute the cost per parcel in determining the amount of the total required deposit from the original depositors for the Main extension, unless otherwise determined in accordance with Rule 12.4.1. If the owner of land which abuts the Main extension and was unplatted on the completion date of the Main extension and said owner or his heirs, successors or assigns (hereinafter, collectively the "owner") subdivides said land within 10 years after the completion date of the Main extension in such a manner that some or all of the parcels will not require service directly from the Main extension, and the owner requests a lateral Main extension from the Main extension to serve such land, the owner shall pay to the Utility a subsequent connector's fee for each parcel abutting the earlier Main extension, regardless of whether such parcels are to be served by the earlier Main extension or by the lateral Main extension. Applicants for service connections for parcels within subdivision developments included in a Main extension agreement shall not be required to pay a subsequent connector's fee. The subsequent connector's fee shall be in addition to any other charges which the subsequent connector must pay to the Utility in order to connect to and receive service from the Utility.

12.14 Provisions Regarding the Refund of Deposits.

12.14.1 All Main extensions are the Utility's property. The Utility shall have the right to make further extensions therefrom without the original depositors being entitled to any refund by reason of such further extensions or connections thereto, except as provided in Rule 12.13.

12.14.2 No refund shall be based on connections to the Main extension made more than 10 years after the completion date of the Main extension. In no event shall the total amount of the refunds to an original depositor exceed the amount of his deposit. No interest shall be paid on any deposit made pursuant to this Rule 12.

12.14.3 No refund of any deposit shall be made on account of any Customer connecting to the Main extension for whom a final revenue allowance was allowed in establishing or adjusting the amount of such deposit, or whose property does not directly abut upon the particular section of the public thoroughfare in which the Main extension is installed.

12.14.4 In the event that more than one party contributes to the total required deposit, refunds shall be divided among the parties making the total required deposit in the same proportion as their contributions bear to the total required deposit, unless otherwise provided for in the Main extension agreement.

12.14.5 The Utility shall notify the original depositor or depositors of the completion date of the Main extension. Within 30 days after the first anniversary of said completion date, and within 30 days after the next nine anniversaries of said completion date, the Utility shall compute credits toward its

repayable investment, if any, and the refunds due the original depositor or depositors. Such credits shall consist of the sum of the following:

(a) The subsequent connector's fees collected by the Utility from Customers connected to the Main extension after the completion date of the Main extension and for whom no credit has been previously allowed.

(b) A revenue allowance in the amount specified in the Main extension agreement for each single family residential Customer who connected to the Main after the completion date of the Main extension and for whom no credit has previously been allowed.

(c) A revenue allowance for each non-residential or multi-dwelling complex Customer for whom no credit was previously allowed in the amount of three times the first normal 12-months' Metered and private fire protection service bills paid by such Customer within four years after connection to the Main, less the Utility's cost of so connecting them. If the connection occurs in the tenth year after the completion date of the Main extension, the credit under this subparagraph (c) shall be based on the Utility's estimate of the first normal 12-months' revenue from that Customer for each nonresidential or multiple dwelling unit complex Customer who connected to the Main extension and for whom no credit has previously been allowed.

(d) A revenue allowance for each non-residential or multi-dwelling complex Customer for whom a partial credit was previously allowed in the amount of three times the first normal 12-months' metered and private fire protection service bills paid by such Customer, less the amount of the partial credit previously allowed.

12.14.6 All credits shall first be applied to pay the Utility its repayable investment and accrued interest thereon, if any. After the Utility's repayable investment and interest thereon has been fully paid, all further credits shall be refunded to the original depositor or depositors by check mailed to the original depositor's last known address, as shown on the Utility's books and records. Any refund which cannot be made after the refund becomes due and payable because the Utility is unable to locate the intended recipient will be reported as unclaimed property to the State of Indiana in accordance with the Disclaimer of Property Interests Acts (Indiana Code 32-17.5, et. Seq.), as the same may be amended from time to time.

12.14.7 In the case of a phased residential real estate development where the preliminary plat of the entire development, in a form satisfactory to the Utility, is provided the Utility at the time of the first request by the developer for a Main extension, refunds may be aggregated as follows: During the ten-year period, beginning with the date that the first Main extension for that development is placed in service, the amount of any refunds generated in excess of the deposit made on any phase of the development shall be applied against the deposit made for any earlier phase of the development, so long as the total amount of refunds to the original depositor does not at any time exceed the total amount of his deposits during such period.

12.15 Optional Surcharge Main Extension in Developed Residential Area. The Utility will install a Main extension for owners of single or double family dwellings along an existing street in a developed residential area in accordance with the terms and conditions hereinafter described, provided each of said owners enters into a Main extension agreement with the Utility in which said owners, for themselves and their successors in interest in the Premises (hereinafter the "owner"), agree to become and remain Customers of the Utility for at least 60 consecutive

months following the completion date of the Main extension and abide by the terms and conditions set forth in this Rule 12.15. Upon request by the Utility, applicants for such a Main extension shall provide the Utility with proof of their property ownership.

The cost of the Main extension shall be determined in accordance with Rule 12.4.1. To determine each owner's share of that cost, the Utility will divide the cost of the Main extension by the number of dwellings whose owners enter into the Main extension agreement. That amount, plus the estimated cost of connecting the owner to the Main, will be the responsibility of each owner and is hereinafter referred to as the "Full Owner's Share". Each owner entering into the Main extension agreement will have the option of either paying to the Utility for each affected dwelling at the time of the execution of the Main extension agreement (1) the Full Owner's Share," less the Utility's revenue allowance, for each dwelling or (2) a "Partial Owner's Share," which shall be equal to the greater of (a) 10% of the Full Owner's Share or (b) the percentage of the Full Owner's Share required so that the monthly Main extension surcharge (as hereinafter described) will not exceed a maximum amount fixed by the Utility from time to time. For those owners paying a Partial Owner's Share, the remainder of the Full Owner's Share (the "Remaining Balance") shall be paid to the Utility through a "main extension surcharge" on his monthly water bill, over a 60-month period commencing the month following that in which the main is placed in service. The amount of such monthly Main extension surcharge will be approximately 1/60th of the Remaining Balance. The Utility shall not be entitled to any interest on the Remaining Balance, and an owner electing the Partial Owner's Share option shall not be entitled to a revenue allowance.

Subsequent connectors to a Main extension installed pursuant to this Rule 12.15 within 10 years following the in-service date of the Main extension shall pay to the Utility a subsequent connector's fee in an amount computed in accordance with Rule 12.13. Until such time as the Utility has recovered its investment in the Main extension, less any revenue allowances made for a Full Owner's Share (Utility's "investment"), the Utility will not be obligated to refund any subsequent connector's fees or revenue allowances connected therewith. The Utility shall review all projects as of each anniversary of the in-service date of the Main extension. If at that time the Utility has recovered its investment, the Utility will thereafter, until the end of the contract term, make refunds from subsequent connector fees and related revenue allowances, and from Main extension surcharge payments as hereinafter described. Such fees, allowances and payments will be divided equally, per dwelling, among all depositors of Full and Partial Owner's Shares. Those who have deposited a Full Owner's Share will be refunded the resulting amounts. The same amounts will be credited against the unpaid portion of the Remaining Balance on the contract obligation of the current owner of a Premises for which a Partial Owner's Share was deposited. No owner, however, shall be refunded, or credited for, amounts in excess of the sum of deposits and any payments made by such owner ("owner's investment"). When the Utility has recovered its investment and all owners have recovered their owners' investment, the Main extension contract shall terminate and no further refunds will be made or subsequent connector fees collected.

An owner that pays a Partial Owner's Share, but does not connect a Service Pipe to the Main, shall be known as a "surcharge Customer". Since such a Customer will not be receiving a monthly water bill, the Utility will send the surcharge Customer a separate monthly bill for the Main extension surcharge. A monthly Main extension bill which remains unpaid for a period of more than 17 days following the mailing of the bill by the Utility shall be delinquent. If such bill remains delinquent for 7 days following the Utility's mailing of a delinquency notice, said Customer shall be deemed to have forfeited to the Utility his Partial Owner's Share and all monthly surcharge payments previously made to the Utility. During the term of the Main extension contract, any subsequent applicant for water service to the owner's Premises, including a defaulting surcharge Customer as provided for in the foregoing sentence, shall be deemed a subsequent connector and pay a subsequent connector's fee for such service.

An owner that occupies a dwelling served by a Service Pipe connected to the Main extension installed pursuant to this Rule 12.15 must pay all Main extension surcharges by the due date of the accompanying water bill. A monthly Main extension surcharge which remains unpaid for a period of more than 17 days following the mailing of the bill by the Utility shall be delinquent. If such bill remains delinquent for 7 days following the Utility's mailing of a disconnect notice, the Utility may declare the entire unpaid amount of the owner's Remaining Balance immediately due and payable, and upon non-payment thereof, may disconnect water service to the owner's Premises. An owner leasing to others a dwelling served by a Service Pipe connected to the Main extension shall agree with the Utility, for the years that the monthly surcharge payment will remain in effect, that the owner is the Customer and will receive and pay the monthly bills for water service and the Main extension surcharges. Said owner shall further agree that if the monthly Main extension surcharges are not received by the Utility within 7 days following the Utility's mailing of a disconnect notice, the Utility may declare the entire amount of the owner's unpaid Remaining Balance immediately due and payable, and upon non-payment thereof, may disconnect water service to the owner's Premises with notice and in accordance with Rule 4. In the event of a disconnection of water utility service under this Rule 12.15, such service may thereafter be restored only when the entire amount of the owner's Remaining Balance and the Utility's disconnect and reconnect charges have been paid.

The failure of one or more owners that paid a Partial Owner's Share to pay all of his or their monthly Main extension surcharges shall not preclude the Utility from collecting monthly Main extension surcharge payments from other owners and subsequent connector fees until its repayable investment has been recovered.

12.16 Special Contracts for Rate Surcharge in Developed Residential Area. Pursuant to 170 IAC 6-1.5-40, the Utility will make a Main extension to an unserved, developed residential area ("designated area") if the owners of at least 50% of the dwellings in the area contract ("Special Contract") for service, on terms acceptable to the Utility, providing for the Utility's recovery of the cost of the Main extension ("main extension cost") and its cost of connecting Customers' Service Pipes to the Main through Monthly Area Rate Surcharges and Area Rate Tap fees, as prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules, applicable to all Customers and potential Customers in the designated area until the Utility has recovered the Main extension cost. If owners of fewer than 50% of the dwellings in an area enter into a Special Contract for the area, the Utility may elect not to proceed with a Main extension under this rule.

The Monthly Area Rate Surcharge will be determined by dividing the Main extension cost by the number of potential Customers in the designated area and dividing the resulting remainder by no fewer than 120 months.

An owner who contracts for service and pays the Area Rate Tap fee, but fails to connect to the Main within six months after the date the Main is placed in service, or one who does not contract for service and does not pay such fee before a Main is installed, shall, prior to commencement of service, pay the Utility at the time the owner connects to the Main and in addition to the Area Rate Tap fee, the Secondary Connector Fee prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules for the designated area which fee will be credited against the Main extension cost.

12.17 Other Rules. All Main extensions shall be installed, service connections made and water service rendered by the Utility in accordance with all applicable rules and standards prescribed by the Commission and the Utility's rates, charges and rules approved by the Commission as revised, supplemented, and replaced from time to time.

Tab 4

**SEWAGE DISPOSAL SERVICE TARIFF
RATES, TERMS AND CONDITIONS
FOR SEWAGE DISPOSAL SERVICE WITHIN
MARION COUNTY, INDIANA
AND CONTIGUOUS AREAS**

Issued By The

**Department of Public Utilities for the City of Indianapolis,
acting by and through the Board of Directors for Utilities,
as Trustee, in furtherance of the Public Charitable Trust
for the Wastewater System, and CWA Authority, Inc.**

**2020 North Meridian Street
Indianapolis, Indiana 46202**

**Martha D. Lamkin
President of
Board of Directors**

**Carey B. Lykins
President, and
Chief Executive Officer**

**SEWAGE DISPOSAL SERVICE TERMS AND CONDITIONS
I.U.R.C. CAUSE NO. 43936**

EFFECTIVE: August 26, 2011

TABLE OF CONTENTS

	<u>Page Number</u>
1 Definitions	4-8
2 Rates and Uniform Conditions of Service	9
3 Written Application or Contract For Service May be Required	9
4 Written Application and Permit Required for New Connection	10-14
5 Sewer Construction Requirements	14
6 Mandatory Inspection and Right of Entry	14-15
7 Deposits	15
8 Billing and Payment of Bills	16-19
9 Discontinuance of Service	20-22
10 Prohibited Disconnections	22-23
11 Notice of Disconnection	23-24
12 Reconnection of Service	25
13 Interruption of Service	25
14 Complaints and Review	25-26
15 Prohibition Against Clear Water Discharges	27
16 Dewatering Discharge	27-28
17 Sewage Restrictions	28-31
18 Required Installation of Food Waste Disposer	31
19 Grease Interceptor	31-32
20 Industrial Customer Waste Discharge	32
21 Accidental Discharge	33-34
22 Maintenance of Service Pipe Connections	34
23 Main Extensions	35-42
24 Wastewater Haulers	42-43
25 Utility Liability	43
26 Incorporation By Reference	44

Active Available Sewer Rates

	<u>Page Number</u>
Rate No. 1 Nonindustrial Sewage Disposal Service	101 – 101B
Rate No. 2 Industrial Sewage Disposal Service	102 – 102B
Rate No. 3 Fats, Oil, and Grease Charge	103
Rate No. 4 Septic and Grease Hauler Rates	104

Riders

	<u>Page Number</u>
Rider A Environmental Compliance Plan Recovery Mechanism	201

Appendices

	<u>Page Number</u>
A Miscellaneous Non-recurring Charges	301
B Connection Fee	302

**TERMS AND CONDITIONS
FOR
SEWAGE DISPOSAL SERVICE**

The rules set forth in these Terms and Conditions for Sewage Disposal Service have been filed with and approved by the Indiana Utility Regulatory Commission, to provide a uniform and equitable basis upon which the transactions between the Utility and its Customers are conducted.

1. DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used in any Section of the Utility's Rates and Terms and Conditions for Sewage Disposal Service, shall have the meanings ascribed below:

1.1 ACCIDENTAL DISCHARGE

An unintentional release of a material that could potentially violate the requirements of Section 17 of these Terms and Conditions for Sewage Disposal Service.

1.2 APPLICANT

Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group thereof applying to receive or use the Utility's Sewage Disposal Service.

1.3 BIOCHEMICAL OXYGEN DEMAND ("BOD")

The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, (68°F) expressed in milligrams per liter. BOD measurements are used as a measure of the organic strength of wastes in water.

1.4 BOARD

The Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Wastewater System, which serves as the Board of Directors of CWA Authority, Inc.

1.5 BUILDING DRAIN

That part of the lowest horizontal piping of a drainage system that receives the discharge from solid waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, beginning five (5) feet (one and one-half (1.5) meters) outside the inner face of the building wall.

1.6 BUILDING SEWER

The extension from the Building Drain to the Public Sewer or other place of disposal and shall include that portion of the drain within the public right-of-way.

1.7 CITIZENS GAS

The Board of Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust for the gas system, doing business as Citizens Gas, 2020 North Meridian Street, Indianapolis, Indiana 46202.

1.8 CITIZENS WATER

The Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as trustee of a public charitable trust for the water system, doing business as Citizens Water, 2020 N. Meridian Street, Indianapolis, Indiana 46202, or any professional management firm that has been retained by Citizens Water to operate its water utility facilities and that is acting in its capacity as the agent or representative of Citizens Water.

1.97 CLEAN WATER ACT

The primary federal law in the United States governing water pollution, which is codified at 33

U.S.C. § 1251 *et seq.*

1.10 COMBINED BILL

A bill issued to Residential Service and commercial Customer for any combination of more than one of the Utility Services. A Combined Bill will not be issued to an Industrial Customer.

1.118 COMMISSION

The Indiana Utility Regulatory Commission.

1.12 COMMISSION'S RULES

Rules, Regulations and Standards of Service for Utilities Rendering Sewage Disposal Service in Indiana pursuant to 170 IAC 8.5-1 et al, as revised, supplemented and replaced from time to time.

1.139 COOLING WATER

The water discharged from any system of condensation, air conditioning, cooling, refrigeration or other, but which shall be free from odor and oil. Cooling Water shall not contain polluting substances that would produce BOD or Suspended Solids each in excess of ten (10) milligrams per liter.

1.140 CUSTOMER

Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group thereof receiving Sewage Disposal Service from the Utility.

1.151 DOMESTIC WASTEWATER

Wastewater of the type commonly introduced into Sewage Disposal System by residential users.

1.162 EQUIVALENT DWELLING UNIT ("EDU")

Shall be determined in accordance with industry standards and shall reflect the greater of the actual daily flow requirements (per 327 IAC 3), the area ratio of the water meter size serving a particular user, or such means of determination deemed appropriate by the Utility. One (1) EDU shall be estimated as equal to three hundred ten (310) gallons per day.

1.173 FOUNDATION DRAINS

Any network of pipes, pumps or drainage mechanism located at, near or under a footing, foundation or floor slab of any building or structure that intentionally or unintentionally conveys groundwater away from a building or structure.

1.184 GARBAGE

Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

1.195 HEAT PUMP DISCHARGE

Water discharged from a heat pump or other device that uses water as a heat source or heat sink.

1.2046 INDUSTRIAL CUSTOMER

Any Customer of Utility who discharges, causes or permits the discharge of nondomestic wastewater into the Sewage Disposal System.

1.2147 INTERFERENCE

Any discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the Sewage Disposal System, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the Sewage Disposal System's National Pollutant Discharge Elimination System ("NPDES") permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

1.2248 MONTH

One-twelfth (1/12) of a year, or the period between two (2) consecutive readings of the Utility's meters, as nearly every thirty (30) days as practicable.

1.2349 NH3-N

Denotes ammonia nitrogen. All of the nitrogen in water, sewage or other liquid waste present in the form of ammonia, ammonia ion or in the equilibrium $\text{NH}_4^+ \rightleftharpoons \text{NH}_3 + \text{H}^+$.

1.240 NONINDUSTRIAL CUSTOMER

All Customers of the Utility that discharge into the Sewage Disposal System Sewage Normally Discharged by a Residence.

1.251 PASS-THROUGH

A discharge that exits the Sewage Disposal System into waters of the State in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Sewage Disposal System's NPDES permit (including an increase in the magnitude or duration of a violation).

1.262 PH

The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

1.273 POLLUTANT

Includes, but is not limited to, any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical materials, chemical wastes, biological materials, Radioactive Materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal and agricultural waste discharged into water.

1.284 PREMISES

One contiguous piece of property owned by a single Customer, which is not intersected by a public right-of-way or thoroughfare.

1.295 PROPERLY SHREDDED GARBAGE

Wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in Public Sewers, with no particle greater than one-half (1/2) inch (one and twenty-seven one-hundredths (1.27) centimeters) in any dimension.

1.3026 PUBLIC SEWER

Any combined or sanitary sewer or lift station located within the public right-of-way or a dedicated easement.

1.3127 RADIOACTIVE MATERIAL

Any material (solid, liquid or gas) that spontaneously emits ionizing radiation and that is regulated by the Nuclear Regulatory Commission or the Indiana State Board of Health. This may include naturally occurring radioactive material, by-product material, accelerator produced material, source material or special nuclear material.

1.3228 RESIDENTIAL SERVICE

A person being supplied with Sewage Disposal Service by the Utility exclusively for residential purposes and introduces only Domestic Wastewater into the Sewage Disposal System.

1.3329 SEWAGE DISPOSAL SERVICE

Utility service whereby liquid and solid waste, sewage, night soil and industrial waste (except as limited by the Rules and Regulations of the Commission) of any single territorial area is collected, treated, purified and disposed of in a sanitary manner, and includes all sewage treatment plant or plants, main Sewers, submain Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.

1.340 SEWAGE DISPOSAL SYSTEM

The system by which the Utility provides Sewage Disposal Service, which includes the sewage treatment plant or plants, main Sewers, submain Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.

1.351 SEWAGE NORMALLY DISCHARGED BY A RESIDENCE

The liquid waste contributed by a residential living unit and shall not exceed a volume of ten thousand five hundred (10,500) gallons per Month, thirty (30) pounds of BOD per month, and thirty-five (35) pounds of Suspended Solids per Month.

1.362 SEWER

A pipe or conduit for carrying sewage.

1.373 SLUG

Any discharge of wastewater that, in concentrations of any given constituent, as measured by a grab sample, exceeds more than five (5) times the allowable discharge limits as specified in this chapter these Terms and Conditions for Sewage Disposal Service and/or in quantity of flow exceeds more than five (5) times the user's average flow rate as authorized in the user's industrial discharge permit, for a period of duration longer than fifteen (15) minutes.

1.384 SUSPENDED SOLID ("SS")

Solids that either float on the surface of, or are in suspension in, water, sewage or other liquids and that are removable by laboratory filtering.

1.395 UPSET

An exceptional incident in an Industrial Customer's facility, in which there is unintentional and temporary noncompliance with applicable pretreatment standards because of factors beyond the reasonable control of the Industrial Customer. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance or careless or improper operation.

1.4036 UTILITY

CWA Authority, Inc., 2020 North Meridian Street, Indianapolis, Indiana 46202 or any professional management firm that has been retained by CWA Authority, Inc. to operate its Sewage Disposal System and that is acting in its capacity as the agent or representative of CWA Authority, Inc.

1.41 UTILITY SERVICES

Shall include one or more of the following services: (1) sewage disposal service provided by the Utility; (2) water services provided by Citizens Water; and/or (3) gas delivery and gas supply services provided by Citizens Gas.

1.4237 WASTEWATER HAULER

Any person who engages in the activity, service, business or leasing of vehicles for the purpose of transporting domestic wastewater to another location for disposal.

2. RATES AND UNIFORM CONDITIONS OF SERVICE

- 2.1 A copy of all rates and charges and these Terms and Conditions for Sewage Disposal Service is on file with the Commission and may be inspected by the public in the principal office of the Utility at 2020 North Meridian Street, Indianapolis, Indiana 46202.
- 2.2 All Sewage Disposal Service furnished by the Utility shall be subject to said rates and charges and these Terms and Conditions for Sewage Disposal Service, which are by reference made a part of all standard contracts for service, (except when modified by special contract approved by the Commission or as otherwise provided herein).
- 2.3 The failure of the Utility to enforce any rate and/or provision of these Terms and Conditions for Sewage Disposal Service shall not be deemed a waiver of its rights to do so.

3. WRITTEN APPLICATION OR CONTRACT FOR SERVICE MAY BE REQUIRED

- 3.1 A written application or contract properly executed in a form acceptable to the Utility, may be required from the Customer before the Utility is obligated to supply Sewage Disposal Service to the Customer, or as a condition for the continued supply of Sewage Disposal Service, provided, however, that the Utility shall have the right to reject any application for any valid reason.
- 3.2 The taking of Sewage Disposal Service shall constitute a contract between the Customer and the Utility, obligating the Customer to pay for, and the Utility to furnish, service as specified herein and to comply with all applicable provisions of these Terms and Conditions for Sewage Disposal Service.
- 3.3 Where two or more parties join in one application for Sewage Disposal Service, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for service supplied in accordance therewith.
- 3.4 No promises, agreements or representations of any agent, employee or authorized representative of the Utility, or its predecessor, shall be binding upon the Utility unless the same shall have been incorporated in a written contract or application.
- 3.5 Sewage Disposal Service furnished to any Customer is for the use of that Customer on his or her designated Premises, and shall not be resold or extended by Customer to serve additional lots, Premises or improvements.
- 3.6 Any contractor, builder or developer shall be liable for the minimum Monthly charge from the time of connection until notification of occupancy, if such contractor, builder or developer fails to notify the Utility of such occupancy.

4. WRITTEN APPLICATION AND PERMIT REQUIRED FOR NEW CONNECTION

- 4.1 No person shall be allowed to connect to the Utility's system until after he or she has obtained a permit to do so from the Utility. If any person connects to the Sewage Disposal System without obtaining said permit, the Utility shall have the right to disconnect such Customer from its system and refuse to connect him or her to the Utility's system until the Utility has been reimbursed for its expense incurred in disconnecting such person from its system.
- 4.2 No person shall do any form of work on or in connection with lines or facilities owned by Utility until he or she has received a permit from the Utility to do such work.
- 4.3 A baseline connection fee per EDU, as set forth in Appendix B, will be assessed for all new connections to the Sewage Disposal System. A new connection includes new Sewage Disposal Service or modification of an existing Sewage Disposal Service agreement; however, replacement or repair of an existing individual Building Sewer that does not increase EDUs will not constitute a new connection.
- 4.4 An application for a new connection to the Sewage Disposal System shall be made on a form prescribed by the Utility and may require the following information:
 - 4.4.1 Name and address of the owner;
 - 4.4.2 Name, address and telephone number of the contractor;
 - 4.4.3 Address and, if necessary, the legal description of the Premises where the work is to be done;
 - 4.4.4 Plans for the Building Sewer and connections, which at a minimum must consist of drawing(s) of the building, the parcel boundaries, the connection detail, including grease interceptor connection detail where applicable, materials of construction and installation method; and
 - 4.4.5 Any other information as may be deemed reasonable and necessary by the Utility.

- 4.5 Application for a connection to the Sewage Disposal System shall be made only by the following:
- 4.5.1 A plumbing contractor licensed by the State and registered in accordance with Chapter 875 of the Revised Code of the Consolidated City of Indianapolis; or
 - 4.5.2 A contractor (other than a plumbing contractor) who has met the surety bond and insurance requirements of the City of Indianapolis Department of Code Enforcement. Surety bond requirements are met if the Building Sewer contractor has filed and maintains with the City of Indianapolis a surety bond, as set forth in Chapter 875 of the Revised Code of the Consolidated City of Indianapolis. Insurance requirements are met if the contractor has secured and maintains a public liability and property damage insurance policy as set forth in Chapter 875 of the Revised Code of the Consolidated City of Indianapolis.
- 4.6 All Sewer work and other construction actually performed on or associated with the Building Drain, Building Sewer and the connection of the Building Sewer to the Sewage Disposal System shall be in accordance with the rules and regulations of the Indiana Fire Prevention and Building Safety Commission and standard specifications of the Utility.
- 4.7 The permit granted by the Utility to connect to the Sewage Disposal System shall be given in writing and expire by operation of law and shall no longer be of any force or effect if work is not initiated within one hundred eighty (180) days from the date thereof. The Utility may, however, for good cause shown in writing, extend the duration of the permit for an additional period that is reasonable under the circumstances to allow commencement of the construction activity. In no event shall the extension exceed a period of sixty (60) days. If the construction activity has been commenced but only partially completed, and thereafter substantially no construction activity occurs on the construction site over a period of one hundred eighty (180) days, the permit shall expire by operation of law and no longer be of any force or effect; provided, however, the Utility may, for good cause shown in writing, extend the authority to connect to the Sewage Disposal System for an additional period that is reasonable under the circumstances to allow resumption of construction activity. The fee for an extension under this Section shall be as provided for in Appendix B, and the extension shall be confirmed in writing.
- 4.8 After the Utility has granted the permit, the contractor shall give prompt written notice to the Utility of any addition to or change in the information contained in the permit application.

- 4.9 After the Utility has in writing, granted authority to connect to the Sewage Disposal System, any material deviation or change in the information contained in the application or the plans shall be considered an amendment subject to approval by Utility. Prior to the time construction activity involving the change occurs; the contractor shall file with the Utility a written request for amendment, including a detailed statement of the requested change and the submission of any amended plans. The Utility shall give the contractor written notice that the request for amendment has been approved or denied. The fee for the amendment of an application for connection is set forth in Appendix B.
- 4.10 A permit may be transferred with the approval of the Utility to a person, partnership or corporation that would be eligible to obtain such authority in the first instance (hereinafter called "Transferee"), after both the payment of a fee as provided in Appendix B and the execution and filing of a form furnished by the Utility. Such transfer form shall contain, in substance, the following certifications, release and agreement:
- 4.10.1 The person who obtained the original approval of the connection from the Utility or a person who is employed by and authorized to act for the obtainer (hereinafter called "Transferor") shall:
- a. Certify under penalties for perjury that such person is familiar with the sanitary Sewer construction activity to be accomplished pursuant to the permit; such person is familiar with the construction standards and procedures of the Utility; and to the best of such person's knowledge, information and belief the construction activity, to the extent performed, is in conformity with all standards and procedures required by the Utility; and
 - b. Sign a statement releasing all rights and privileges secured under the permit granted by the Utility to the Transferee.
- 4.10.2 The Transferee shall:
- a. Certify that the Transferee is familiar with the information contained in the original application requesting authority to connect to the Sewage Disposal System, the design plans and specifications, and any other documents filed in support of the application;

- b. Certify that the Transferee is familiar with the present condition of the Premises on which the construction activity is to be accomplished pursuant to the permit; and
- c. Agree to adopt and be bound by the information contained in the original application, the design plans and specifications, and other documents supporting the original application; or in the alternative, agree to be bound by such application plans and documents modified by plan amendments submitted to the Utility for approval.

The Transferee shall assume the responsibilities and obligations of and shall comply with the same procedures required of the Transferor, and shall be subject to any written directives issued by the Utility. Authority granted by the Utility for construction activity at a specified location may not be transferred to construction activity at another location.

4.11 The Utility may revoke a permit when:

- 4.11.1** The application, plans or supporting documents contain a false statement or misrepresentation as to a material fact; or
- 4.11.2** The application, plans or supporting documents reflect a lack of compliance with the requirements of these Terms and Conditions for Sewage Disposal Service or other Resolution of the Board.

4.12 The Utility may order the suspension of the pertinent construction activity ("Stop-Work Order") if the Utility determines that:

- 4.12.1** Construction activity is proceeding in an unsafe manner;
- 4.12.2** Construction activity is proceeding in violation of a requirement of these Terms and Conditions for Sewage Disposal Service or other Resolution of the Board;
- 4.12.3** Construction activity is proceeding in a manner that is materially different from the application, plans, or supporting documents; or
- 4.12.4** Construction activity for which Utility authority under this Section is required is proceeding without such authority having been obtained. In such an instance, the Stop-Work Order shall indicate that the effect of the order terminates when the required authority is obtained.

- 4.13 The Stop-Work Order shall be in writing and shall state the reason for its issuance. The Stop-Work Order shall be posted on the property in a conspicuous place and, if conveniently possible, shall be given to the person doing the construction and to the owner of the property or his or her agent. The Stop-Work Order shall state the conditions under which construction may be resumed.

5. SEWER CONTRUCTION REQUIREMENTS

- 5.1 Except for Building Sewers serving single- or double-family residences or single-owner industrial facilities, connection permits will not be issued by the Utility for Building Sewers exceeding six hundred (600) feet in length as measured from the outside of the building to the center of the Public Sewer, unless the Sewer is constructed in a dedicated easement or right-of-way. No more than one hundred (100) feet of a Building Sewer shall exist within a public right-of-way.
- 5.2 No more than one (1) building will be permitted to connect to a Building Sewer. Sewers with more than one (1) connection must be constructed as a Public Sewer in a dedicated easement, unless the Utility determines that an exception is justified.
- 5.3 It shall be the responsibility of the property owner(s) whose property is benefitted to provide for, install and make private connections for the use of their Premises to an existing Public or Building Sewer. As further provided in Section 22 of these Terms and Conditions for Sewage Disposal Service, it shall be the responsibility of the owner to make all necessary repairs, extensions, relocations, changes or replacements thereof, and of any accessories thereto.

6. MANDATORY INSPECTION AND RIGHT OF ENTRY

- 6.1 Upon completion of the work described in a permit, it shall be the duty of the holder of a permit to notify the Utility that the work is available for inspection. The Utility will conduct inspections on Building Sewer connections from 8:00 a.m. to 3:00 p.m., local time, Monday through Friday, except for observed holidays. The Building Sewer, in its entirety from the foundation to the connection with the Public Sewer or existing lateral, must be exposed for inspection and be properly bedded in accordance with the Utility's standard specifications to one-half (½) the diameter of the Building Sewer. It is further the duty of the permit holder to install safety barricades, fences or other safety measures while waiting for an inspection. The permit holder may backfill the Building Sewer trench if the Utility has not made an inspection within a twenty-four (24) hour period after notice has been given to the Utility. In the event the Building Sewer is not completed and ready for inspection upon the inspector's arrival or if the notification is made after 1:00 p.m., local time, Monday through Friday, the permit holder shall make the Building Sewer and connection available for a four (4) hour period on the following Utility work day. An inspection may be waived with or without conditions with the approval of the Utility.

- 6.2 The Utility shall have the right of entry to, upon or through any Premises for purposes of inspection of Sewer work and any other construction activity performed on or associated with the connection of the Building Sewer to the Sewage Disposal System including inspection for clear water discharges into the Sewage Disposal System.

7. DEPOSITS

- 7.1 In accordance with the Rules and Regulations of the Commission, pursuant to 170 IAC 8.5 et al, the Utility may require a Residential Service Customer (a Customer receiving Residential Service) or Applicant to pay a cash deposit as a condition of receiving or continuing to receive Sewage Disposal Service, if the Utility determines that the Residential Customer or Applicant does not meet the criteria for creditworthiness set forth in 170 IAC 8.5-2-3 of the Rules and Regulations of the Commission's Rules.

- 7.2 The Utility may require non-residential Customers or Applicants to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Sewage Disposal Service.

Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest volume of waste. The Utility shall determine the appropriate deposit.

- 7.3 ~~Any deposit held for more than twelve (12) months shall earn interest from the date the deposit is paid in full to the Utility at a rate of six percent (6%) per annum. Interest on any deposit held by the Utility on or before August 31, 2012 will earn an interest rate of six percent (6%) per annum from the date of receipt by the Utility through August 31, 2012. Effective September 1, 2012, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current month from the date the deposit is paid in full to the Utility. The rate of interest will be the same as that established for gas utilities by the Commission in a general administrative order pursuant to 170 IAC 5-1-15(f)(2) for each calendar year.~~

- 7.4 Deposits from Residential Service Customers will be refunded after the Residential Service Customer has established an acceptable payment record in accordance with the Commission's Rules and Regulations of the Commission and is not delinquent on any active or inactive Utility Services.

- 7.5 Upon discontinuance of Sewage Disposal Utility Services, the deposit and earned interest, if any, will be applied to the ~~payment balance~~ of any outstanding Utility Services bills or unbilled amounts. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the Customer. The Customer will be billed for any balance due the Utility. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the Customer after termination of service, shall be reported and disposed of as required by the Disclaimer of Property Interests Act (Indiana Code 32-17.5 et seq.).

8. BILLING AND PAYMENT OF BILLS

8.1 The Utility will issue bills to Customers on a Monthly basis for the applicable Utility Services Sewage Disposal Service. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

8.1.1 If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

8.1.1.1 All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.

8.1.1.21 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth in Appendix A.

8.1.1.32 A single charge may be made for each making a visit to the Customer's Premises to collect a delinquent account for applicable Utility Services; such charge to the Customer shall be pursuant to the Delinquent Account Collection Charge reflected in Appendix A.

8.1.1.43 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth in Appendix A.

8.1.1.5 A single charge may be made for providing a Customer with usage summary by meter beyond the twenty-four (24) month period available online; such charge to the Customer shall be pursuant to the Usage Information Charge set forth in Appendix A.

8.1.2 The Utility may provide an Automatic Bank Deduction Plan for Nonindustrial Customers, which will be a payment plan whereby the Combined Bill billed amount is deducted each month from the Nonindustrial Customer's checking account by the Nonindustrial Customer's authorized financial institution. The Utility shall continue to provide to the Nonindustrial Customer a Monthly bill.

8.1.3 The Utility may provide a budget plan for payment of Utility Services bills by the Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. All Utility Services shall be on a budget plan to qualify for budget billing. The annual amount actually paid by the Customer shall be balanced with the annual amount actually billed to the Customer and any differences shall be paid by (or credited to) Customer.

8.2.1 The Utility shall prorate Combined Bill payments based upon billed charges for applicable active Utility Services and apply payments first to the oldest outstanding charges for Utility Services and

then to current charges pertaining to Utility Services where applicable. Payments will be applied to non-Utility Services last.

8.32.2 A Customer may direct Combined Bill payments by contacting the Utility prior to the due date. For all other payments, the Utility is not obligated to direct payments.

8.2.34 Payments in excess of the charges for applicable active Utility Services will be applied to inactive Utility Service balances and prorated according to the balances of the inactive Utility Services charges.

8.25 The Utility shall measure usage and bill Nonindustrial Customers in the following manner:

8.25.1 To the extent possible, bills to Nonindustrial Customers will be based on the Customer's metered water usage or estimated water usage in any given month.

8.25.2 In the event a Nonindustrial Customer is not served by a public water supply or water used is not completely metered, the Utility shall estimate the volume and strength of the waste and use such estimate for the purposes of billing rates and charges. The foregoing estimates shall be based upon analyses and volumes of a similar installation to the Nonindustrial Customer or the volume and analysis as determined by measurements and samples taken by the Utility or an estimate determined by the Utility or by any combination of the foregoing or other equitable method.

8.36 The Utility shall measure usage and bill Industrial Customers in the following manner:

8.36.1 The Utility may require any Industrial Customer to construct at the Industrial Customer's own expense, facilities to allow inspection, sampling and flow measurement and may also require sampling or metering equipment to be provided, installed and operated at the Industrial Customer's expense.

8.63.2 To the extent the Utility does not require installation of metering equipment as provided in the foregoing section, each Industrial Customer shall report to the Utility by the twenty-fifth (25th) day of the following Month on a form prescribed by the Utility an estimate of the volume discharged in the prior Month and a representative value of the strength of the waste including, but not limited to, BOD, SS and NH₃-N, unless alternate reporting procedures are otherwise specified in writing by the Utility. All measurements, tests and analyses of the characteristics of such waste shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Sewage" as published jointly by the American Public Health Association and the Water Pollution Control Federation consistent with 40 CFR Part 136 or by other methods generally accepted under established sanitary engineering practices and approved by the Utility. The reports submitted shall be subject to verification by the Utility but may serve as the basis for billing with all necessary adjustments in the amounts to be made after verification. In the event an analysis and volume of the industrial waste are not furnished to the Utility by the aforementioned time, the charges shall be based upon estimates made by the Utility, in the manner provided in Section 8.2.2.

8.36.3 In the event that ~~an~~ a self-reporting Industrial Customer described in section 8.6.2 fails to submit the report required by Section 8.63.2 by the twenty-fifth (25th) day of the following Month, the Industrial Customer shall pay late reporting charges according to the schedule set forth in Appendix A.

8.36.4 The Utility shall have the right to enter upon the land of any Industrial Customer and to set up such equipment as is necessary to certify the reports submitted. It shall be the duty of the Industrial Customer to provide all necessary clearance before entry and not to unnecessarily delay or hinder the Utility in carrying out the measuring and sampling. The right of entry shall exist during any time the Industrial Customer is operating or open for business.

8.63.5 In cases where measurements are difficult to make, or the industrial waste composition changes frequently, or representative samples are difficult to get, or where other methods of measurement are necessitated for other sound engineering reasons as determined by the Utility, the Utility shall have the authority to use such other basis for determining such charges as shall be reliably indicative of volume and BOD, SS and NH3-N strengths of particular industrial waste, such as, but not limited to, water purchase or usage, character of products, comparisons between the Industrial Customer data and collected data from like industries.

8.36.6 The cost of all tests, measurements and analyses taken by the Utility pursuant to the above Sections or otherwise shall be charged to the Industrial Customer tested in an amount equal to the actual average cost of such test, measurement or analysis as determined at the close of each Year. These costs shall be due and payable as provided in Section 8.1.

8.47 The Utility may make adjustments to bills for Sewage Disposal Service as described below:

8.47.1 If any water meter, on which a Sewage Disposal Service bill is based, shall be found to have a percentage of error greater than two percent (2%), the following provisions for the adjustment of bills shall be observed:

8.47.1.1 When a meter is found to have a positive average error, *i.e.*, is fast, in excess of two percent (2%), the Utility shall refund or credit the Customer's account with the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous meter test, or one (1) year, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be fast. No part of a minimum service charge shall be refunded.

8.47.1.2 When a meter is stopped or has a negative average error, *i.e.*, is slow, in excess of two percent (2%), the Utility will charge the Customer an amount estimated to be an average charge for one-half of the time elapsed since the previous meter test or one (1) year, whichever period is shorter. The average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be slow or stopped. Such action may be taken only in cases where the Utility is not at fault for allowing the stopped or slow meter to remain in service.

8.74.1.3 In the event the Customer's service is interrupted for a reason other than the act of the Customer or the condition of Customer-controlled equipment, and the service remains interrupted for more than two (2) days after being reported or found to be out of order, appropriate adjustments or refunds may be made to the Customer.

8.47.2 When an error is discovered in any billing or when billing is omitted, the Utility may adjust such error to the known date of error, but in any event within not more than twelve (12) Months from the date of such billing.

8.74.3 Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for Sewage Disposal Service, the Utility may, after estimating the volume waste:

8.47.3.1 Immediately disconnect water or Sewage Disposal Service without notice pursuant to Rule 9.1.3.

8.74.3.2 Bill and demand immediate payment from the person benefiting from such device or scheme the actual cost of the volume of waste, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.

8.74.3.3 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Utility's reasonable and customary estimate thereof.

8.47.4 Where a metered water supply is used for fire protection as well as for other uses, the Utility may, at its sole discretion, make adjustments in the Sewage Disposal Service charge as may be equitable. In such cases the burden of proof as to the type of water usage shall be upon the Customer. Where a metered water supply is used for fire protection only, the sewer user charge shall not apply.

9. DISCONTINUANCE OF SERVICE

9.1 Water and/or Sewage Disposal Services rendered under any application, contract, agreement or otherwise may be discontinued by the Utility without request by the Customer and without notice, and the Utility may remove any of its property from the Customer's Premises without legal process for any one of the following reasons:

9.1.1 Where a condition dangerous or hazardous to life, physical safety, or property exists.

9.1.2 Upon order by any Court, the Commission, or other duly authorized public authority, or upon written instruction by a law enforcement agency acting within its jurisdiction pursuant to Indiana Code 35-45-5-4(c).

9.1.3 A fraudulent or unauthorized use of Sewage Disposal Service is detected and the Utility has reasonable grounds to believe the affected Customer is responsible for such use, including when the Utility has reasonable evidence that a Customer who is indebted to the Utility for Sewage Disposal Service at his present or other location is receiving Sewage Disposal Service under the same or a different name.

9.1.4 Where the Utility's equipment has been tampered with and the Utility has reasonable grounds to believe that the affected Customer is responsible for such tampering.

9.1.5 Detection of a device or scheme which has been utilized to avoid or attempted to avoid full payment for Sewage Disposal Service as defined by Indiana Code 35-43-5-6.

9.1.6 The Customer fails to meet the terms of the Utility's 24-hour payment arrangement set forth in Section 11.5.

9.2 Water and/or Sewage Disposal Service rendered under any application, contract, agreement or otherwise may be discontinued by the Utility ~~five (5) days after delivery or eight (8) days after the mailing (whichever is earlier) of written notice~~with notice as provided in Section 11 of these Terms and Conditions for Sewage Disposal Service for any of the following reasons:

9.2.1 For failure to protect and maintain the Customer service pipe or other fixtures on the Customer's property in a condition satisfactory to the Utility, and consistent with Section 22 of these Terms and Conditions for Sewage Disposal Service and the provisions of the Indiana Plumbing Code.

9.2.2 For violation of the Sewage Restrictions set forth in Sections 15, 16 and 17 of these Terms and Conditions for Sewage Disposal Service.

- 9.2.3 For failure to provide the Utility's employees free and reasonable access to the Premises or property served, or for obstructing the way of ingress to Customer or Utility Sewer laterals, fixtures, or other appliances.
- 9.2.4 Nonpayment of a delinquent bill.
- 9.2.5 For failure of the Customer to make a cash deposit as provided for in Section 7 of these Terms and Conditions for Sewage Disposal Service, or failure to pay for the same class of service rendered at a different meter point, residence, or location, provided such bill has remained unpaid for at least forty-five (45) days. A Residential Service Customer shall not be disconnected for indebtedness incurred for Sewage Disposal Service at a different location if such bill has remained unpaid for less than forty-five (45) days.
- 9.2.6 In case of vacancy of the Premises by the Customer, when no one has assumed responsibility for payment of the bill for Sewage Disposal Service to the Premises.
- 9.2.7 For material misrepresentation in an application as to the Premises or property to be supplied service or type of service to be supplied or failure to report a change in the type of service.
- 9.2.8 When continuation of Sewage Disposal Service to the Customer creates conditions that jeopardize the integrity of the service provided to other Customers.
- 9.3 A Residential Customer may request the Utility notify a predesignated third party of a ~~water or Sewage Disposal Utility~~ Service disconnection notice issued to the Residential Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the predesignated third party, by mail, of the pending Utility sService disconnection at the time the Utility renders the disconnection notice to the Residential Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.
- 9.4 The Utility reserves the right, at any time, to temporarily discontinue Sewage Disposal Service for the purpose of making repairs or extensions. The Utility will attempt to give reasonable notice, to the extent practicable, to all owners to be affected by the discontinuance, provided, however, that the Utility is not required to give notice of discontinuance of water and/or Sewage Disposal Service under such circumstances.

- 9.5 Owners or Customers requesting temporary discontinuance of Sewage Disposal Service for repairs within their property will be charged a sum equal to the costs to the Utility for disconnecting and restoring service.
- 9.6 Discontinuance of the water or Sewage Disposal Service to a property or Premises under the provisions of these Terms and Conditions for Sewage Disposal Service shall not prevent the Utility from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due.

10. PROHIBITED DISCONNECTIONS

- 10.1 The Utility shall postpone the disconnection of water or Sewage Disposal Service for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Residential Service Customer provides the Utility with a medical statement from a licensed physician or public health official which states that a disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Residential Service Customer. The postponement of disconnection shall be continued for one additional ten (10) day period upon the provisions of an additional such medical statement.
- 10.2 The Utility may not disconnect water or Sewage Disposal Services to a Residential Service Customer: (a) Upon his or her failure to pay for the service rendered at a different metered point, residence or location if such bill has remained unpaid for less than forty-five (45) days; or (b) Upon his or her failure to pay for services to a previous occupant of the Premises to be served, unless the Utility has good reason to believe the Customer is attempting to defraud the Utility by using another name; or (c) Upon his failure to pay for a different form or class of Sewage Disposal Service.
- 10.3 The Utility may not disconnect ~~water or Sewage Disposal~~Utility Services to the Residential Service Customer if he or she shows cause for his or her inability to pay the full amount due (financial hardship shall constitute cause) and (a) the Customer pays a reasonable portion (not to exceed \$10.00 or one tenth of the bill, whichever is less, unless the Customer agrees to a greater portion) of the bill; and (b) he or she agrees to pay the remainder of the outstanding bill within three (3) Months; and (c) he or she agrees to pay all undisputed future bills for service as they become due, and (d) he or she has not breached a similar agreement with the Utility made pursuant to this rule within the past twelve (12) Months. Such agreement shall be put in writing. The Utility may add to the Customer's outstanding bill a late payment charge in the amount prescribed in the schedule set forth in Appendix A.

- 10.4 If a Customer is unable to pay a bill, which is unusually large due to prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two (2) Months, stopped or slow water meter, or any human or mechanical error of the Utility and the Customer (a) pays a reasonable portion of the bill, not to exceed an amount equal to the Customer's average bill for the twelve bills immediately preceding the bill in question, and (b) agrees to pay the remainder within three months, and (c) agrees to pay all undisputed future bills for service as they become due, providing such agreement is put in writing.
- 10.5 The Utility shall not add to the outstanding bill referred to in the preceding rule any late fee.
- 10.6 If a Customer requests a review pursuant to the Rules and Regulations of the Commission's Rules, the Utility will disconnect only as provided in Section 14.3 of these Terms and Conditions for Sewage Disposal Service.
- 10.7 The Utility shall disconnect water or Sewage Disposal Services only between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time. Disconnections pursuant to Section 9.1 are not subject to this limitation.
- 10.8 The Utility shall not disconnect water or Sewage Disposal Service for nonpayment on any day on which the Utility office is closed to the public, or after 12:00 noon of the day immediately preceding any day when the Utility office is not open to the public.

11. NOTICE OF DISCONNECTION

- 11.1 Except as otherwise provided by these Terms and Conditions for Sewage Disposal Service, water and/or Sewage Disposal Service to any Nonindustrial Customer shall not be disconnected for a violation of these Terms and Conditions for Sewage Disposal Service or for the nonpayment of a bill, except after ~~fourteen~~seven (147) days prior written notice to the Customer by either:
- 11.1.1 Mailing the notice to such ~~Residential~~ Service Customer at the address shown on the records of the Utility; or
- 11.1.2 Personal delivery of the notice to the ~~Residential~~ Service Customer or a responsible member of his or her household at the address shown on the records of the Utility. No disconnect notice for nonpayment may be rendered by the Utility prior to the date on which the account becomes delinquent.

- 11.2 The language of a disconnect notice must be clear, concise and easily understandable to a layman and shall state in separately numbered large type or printed paragraphs:
- 11.2.1 The date of the proposed disconnection;
- 11.2.2 The specific actual basis and reason for the proposed disconnection;
- 11.2.3 The telephone number of the Utility office at which the Customer may call during regular business hours in order to question the proposed disconnection or seek information concerning his or her rights; and
- 11.2.4 A reference to these Terms and Conditions for Sewage Disposal Service furnished to the Customer for information as to the Customer's rights.
- 11.3 Immediately preceding the actual disconnection of ~~water and/or Sewage Disposal~~ Utility Services, the employee of the Utility designated to perform such function shall make a reasonable attempt to identify himself to the Customer or any other responsible person then upon the Premises and shall make a record thereof to be maintained for at least thirty (30) days.
- 11.4 The employee shall have in his or her possession information sufficient to enable him or her to inform the Customer or other responsible person of the reason for the disconnection, including the amount of any delinquent bill of the Customer, and shall request from the Customer any available verification that the outstanding bill has been satisfied or is currently in dispute pursuant to review under the Commission's ~~R~~rules. Upon the presentation of such credible evidence, service shall not be disconnected.
- 11.5 The employee is not required to, but may, accept payment from the Customer or other responsible person or offer the Utility's 24 hour payment arrangement in order to prevent the ~~Utility's~~ Services from being disconnected. The Customer may make payment to the Utility at its office in order to prevent the ~~Utility's~~ Services from being disconnected, and the Customer will be so informed.
- 11.6 When the employee has disconnected ~~water or Sewage Disposal~~ Utility Services, he or she shall give a responsible person on the Premises, or if no one is at home, shall leave at a conspicuous place on the Premises, a notice stating ~~that service has~~ which Utility Services have been disconnected and stating the address ~~and or~~ telephone number of the Utility where the Customer may arrange to have the ~~service~~ Utility Services reconnected.

12. RECONNECTION OF SERVICE

12.1 In the event a Customer is not served by a public water supply, or water used is not completely metered, restoration of Sewage Disposal Service or reconnection of a Customer Sewer lateral connection will be made at the Utility's discretion after the Customer has:

12.1.1 Paid all unpaid bills for Sewage Disposal Service;

12.1.2 Made a deposit to ensure future payment of Sewage Disposal Service bills;

12.1.3 Reimbursed the Utility for any labor, material and associated restoration costs involved in disconnecting and reconnecting Sewage Disposal Service (which disconnection and reconnection charges are set forth in Appendix A); and

12.1.4 Corrected any condition found in violation of any applicable provision of these Terms and Conditions for Sewage Disposal Service.

13. INTERRUPTION OF SERVICE

13.1 Whenever the service is intentionally interrupted for any purpose, such interruption shall, except in emergencies, be at a time during regular working hours of the Utility which will cause the least inconvenience to Customers. Customers who will be affected by such interruption shall, to the extent practical, be notified in advance.

14. COMPLAINTS AND REVIEW

14.1 A Customer may complain at any time to the Utility about the amount of any Utility Services bill, security deposit, disconnection notice, or any other matter relating to its Utility sServices and may request a conference thereon provided there is no Utility Services bill which is delinquent at that time. Such complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Utility at its business offices. A complaint shall be considered filed upon receipt by the Utility, except mailed complaints shall be considered filed as of the postmark date. In making a complaint and/or request for conference, the Customer shall state at a minimum, his name, service address, and the general nature of this complaint. Upon receiving each such complaint or request for conference, the Utility:

14.1.1 Shall promptly, thoroughly and completely investigate such complaint, confer with the Customer of the results and send a written notice to the Customer of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint.

- 14.1.2 The written notification shall advise the Customer that he or she may, within seven (7) days following the date in which such notification is mailed, request a review of such proposed disposition by the Commission.
- 14.2 If the Customer is dissatisfied with the Utility's proposed disposition of the complaint, and submits in writing, within seven (7) days following the date on which notification from the Utility is mailed, a request that the Commission informally review the disputed issue and the Utility's proposed disposition thereof. Such request shall certify that the Customer has also sent a copy of his or her request for review to the Utility. Upon receiving a copy of such request, the Commission will provide an informal review within twenty-one (21) days. The review shall consist of not less than a prompt and thorough investigation of the dispute and shall result in a written decision to be mailed to the Customer and the Utility within thirty (30) days after its receipt of the Customer's request. Upon request by either party or the Commission, the parties shall be required to meet and confer to the extent and at such place as the Commission may consider appropriate.
- 14.3 If the Customer is receiving Utility sServices at the time the complaint and/or request for conference is received by the Utility, his or her Utility sServices shall not be disconnected, except for nonpayment of his or her Utility Services bill, until ten (10) days have elapsed from the date of mailing of the notification of the Utility's proposed disposition of his or her complaint. Provided, however, that if a review by the Commission of the Utility's proposed disposition of the complaint is requested by the Customer within seven (7) days after the mailing of such proposed disposition of the complaint, the Utility shall not disconnect the Customer's Utility sServices until at least three (3) days have elapsed from the date of mailing of the Commission's decision upon and pursuant to such review if the Customer who has requested such review has paid and continues to pay all future undisputed Utility Services bills prior to their becoming delinquent.
- 14.4 In those instances when the Customer and the Utility cannot agree as to what portion of a Utility Services bill is undisputed, it shall be sufficient that the Customer pay on the disputed bill an amount equal to his average bill for twelve (12) Months immediately preceding the disputed bill except in those cases where the Customer has received fewer than twelve (12) bills, in which event the Customer shall pay an amount equal to 1/12 of the estimated annual cost of service to be rendered to the Customer.
- 14.5 The Utility will keep a written record of complaints and requests for conference. Such written records will be made available at the office of the Utility upon request by the concerned Customer, his or her agent possessing written authorization or the Commission.

15. PROHIBITION AGAINST CLEAR WATER DISCHARGES

15.1 Except as specifically provided in this Section, no person shall cause or allow the connection of a Building Sewer to the Sewage Disposal System or other Building Sewer when such Building Sewer has any of the following sources of clear water connected to it:

15.1.1 Foundation/footing drains;

15.1.2 Sump pumps with Foundation Drains connected;

15.1.3 Roof drains;

15.1.4 Heat Pump Discharge;

15.1.5 Cooling Water; or

15.1.6 Any other sources of clear water.

15.2 In addition to any other provision provided herein, any person found violating any provision listed in Section 15.1 above may be required to correct such connections at his expense.

15.3 In the event an industrial or commercial entity finds it necessary to discharge clear water consisting of Cooling Water and/or steam condensate into the Sewage Disposal System and the Sewage Disposal System has capacity to receive such clear water without affecting existing or future Customers, the Utility may enter into an agreement for such discharge that will define a merging system and any other requirement deemed necessary to measure the flow. The rate for such discharge shall be calculated as set forth in the Utility's applicable Rate Schedules.

16. DEWATERING DISCHARGE

16.1 No person shall discharge the water resulting from dewatering activity to the Sewage Disposal System, whether such activity is temporary or permanent, without a valid connection permit issued by the Utility. As a condition to the issuance of a permit, the Applicant shall install, maintain and operate at the Customer's expense a metering device to measure the flow associated with such discharge.

16.2 Based upon the volumes determined by the measurements, the Customer will be charged appropriate fees as set forth in the Utility's applicable Rate Schedules.

16.3 The Customer shall be required to submit Monthly reports, subject to verification by the Utility, to serve as the basis for billing, with any necessary adjustments in the amount made after verification.

17. SEWAGE RESTRICTIONS

17.1 No person shall discharge or cause to be discharged into any sanitary Sewer any wastewater or Pollutants, which cause, threaten to cause or are capable of causing, either alone or by interaction with other substances:

17.1.1 Fire or explosion hazard;

17.1.2 Corrosive structural damage to the Sewage Disposal System, but in no case water with a pH lower than 5.0 or higher than 12.0;

17.1.3 Obstruction to the flow in the Sewers or other disruption to the proper operation of the Sewage Disposal System;

17.1.4 An Interference; or

17.1.5 A Pass-through.

17.2 No person shall discharge or cause to be discharged any of the following described waters or wastes into any sanitary Sewer:

17.2.1 A Slug or a flow rate and/or Pollutant discharge rate which is excessive over a relatively short time period so that there is a treatment process Upset and subsequent loss of treatment efficiency;

17.2.2 Heat in amounts which will inhibit biological activity at the wastewater treatment plant but in no case greater than sixty (60) degrees centigrade (one hundred forty (140) degrees Fahrenheit) or heat in such quantities that the temperature at the wastewater treatment plant exceeds forty (40) degrees centigrade (one hundred four (104) degrees Fahrenheit);

- 17.2.3 Any wastewater containing toxic Pollutants or any discharge which could result in toxic gases, fumes or vapors in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the Sewage Disposal System, or to exceed applicable categorical pretreatment standards;
- 17.2.4 A wastewater with a closed cup flash point of less than one hundred forty (140) degrees Fahrenheit or any liquids, solids or gases which, by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious or hazardous in any other way to the Sewage Disposal System or to the operation of the wastewater treatment plant. At no time shall a discharge cause a reading on a meter capable of reading L.E.L. (lower explosive limit) to be greater than ten (10) percent at the point of discharge to the Sewage Disposal System or at any point in the Sewage Disposal System;
- 17.2.5 Any noxious or malodorous liquids, gases or solids which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the Sewers for maintenance and repair;
- 17.2.6 Solid or viscous substances and/or other Pollutants which may cause obstruction to the flow in a Sewer or other Interference with the operation of the Sewage Disposal System such as, but not limited to, grease, Garbage other than Properly Shredded Garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes, or tumbling and deburring stones;
- 17.2.7 Any substance which may cause the Sewage Disposal System's effluent or any other product of the wastewater works such as residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the Sewage Disposal System cause the Sewage Disposal System to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under section 405 of the Federal Water Pollution Control Act;
- 17.2.8 Any substance which will cause the Sewage Disposal System to violate its NPDES permit or the receiving stream's water quality standards;
- 17.2.9 Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes, inks and vegetable tanning solutions;

- 17.2.10 Any wastewater containing Radioactive Material above limits contained in regulations, licenses or orders issued by the appropriate authority having control over their use. The disposal of any licensed Radioactive Material must meet applicable local, state or federal requirements;
- 17.2.11 Any wastewater containing a total petroleum hydrocarbons concentration as determined by a procedure deemed appropriate by the Utility in excess of two hundred (200) mg/l. This limitation shall apply at the point of discharge to the Sewage Disposal System and is the maximum concentration allowed in any single grab sample collected from the waste stream;
- 17.2.12 Any gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, carbides, hydrides, stoddard solvents, sulfides, epoxides, esters, amines, polynuclear aromatic hydrocarbons, pyridines, new and used motor oil, or antifreeze, except at concentrations which do not exceed levels of such substances which are routinely present in the normal wastewater discharge and do not otherwise violate the conditions of an industrial discharge permit or a special agreement; or
- 17.2.13 Polychlorinated biphenyls (PCBs) in any detectable concentrations.
- 17.3 No person shall discharge or cause to be discharged a wastewater which has a twenty-four-hour composite value in excess of the values shown below:

Pollutant	Maximum Allowable Concentration 24-Hour Composite Sample Value (mg/l)
Arsenic	4.0
Cadmium	1.2
Chromium (total)	24.0
Chromium (hex)	3.4
Copper	2.2
Cyanide (amenable)	0.4
Lead	4.7
Nickel	7.3
Phenol	46.0
Pentachlorophenol	0.012
Zinc	38.0
Mercury	0.025
Silver	4.2

17.4 The limitations set forth in Section 17.3 apply at the point of discharge to the Sewage Disposal System. The limitations for amenable cyanide, total cyanide and phenols apply to twenty-four-hour composite samples only in those cases where the composite sample is preserved according to EPA approved methods prior to collection. Otherwise, the values set forth for amenable cyanide, total cyanide and phenols or, with the approval of the Utility, any other listed Pollutants shall apply to an instantaneous grab sample taken during prevailing discharge conditions and representative of the facility's discharge in general. The limitations and requirements imposed in Sections 17.1 and 17.2 apply at the point of discharge to the Sewage Disposal System unless specified otherwise.

17.5 No Customer shall change substantially the character or volume of the Pollutants discharged to the Sewage Disposal System without prior notification to the Utility.

18. REQUIRED INSTALLATION OF FOOD WASTE DISPOSER

18.1 An electrically driven grinder capable of reducing Garbage so that it can be accommodated by the Utility's Sewage Disposal System shall be installed in the following Premises, if such Premises are connected to the Utility's Sewage Disposal System:

18.1.1 Every newly constructed Premises containing a kitchen; and

18.1.2 Every Premises in which a kitchen is added; and

18.1.3 Every Premises where construction of a value in excess of two thousand dollars (\$2,000.00), for which a building permit is required, is accomplished on a kitchen; and

18.1.4 Every Premises where construction of a value in excess of five hundred dollars (\$500.00), for which a building permit is required, is accomplished on the plumbing system of a kitchen.

19. GREASE INTERCEPTOR

19.1 A grease interceptor shall be installed in the waste line leading from sinks, drains and other fixtures or equipment in restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, factories or school kitchens; or other establishments where grease may be introduced into the drainage or sewage system in quantities that can affect line stoppage or hinder sewage treatment. The characteristics, size and method of installation of the grease interceptor shall meet the requirements imposed by the Indiana Fire Prevention and Building Safety Commission and shall be reviewed and approved by the Utility prior to the commencement of installation. Approval of proposed facilities or equipment does not relieve the person of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose. A grease interceptor is not required for individual dwelling units or for any private living quarters.

- 19.2 Where installed, all grease interceptors shall be maintained by the Customer, at his or her sole expense, in continuously efficient operation at all times.
- 19.3 The Customer shall provide evidence, such as invoices, that grease interceptors are cleaned and maintained regularly. This evidence shall be sent to the Utility at least annually. The Utility may discontinue water and/or Sewage Disposal Service to customers for their refusal to provide evidence that the grease interceptor has been cleaned and regularly maintained.

20. INDUSTRIAL CUSTOMER WASTE DISCHARGE

- 20.1 Neither the Applicant, Customer nor any occupant of the property or Premises shall discharge, or cause to be discharged, into the service pipe or into the collection Sewer any "industrial wastes" consisting of solids, liquids or gaseous wastes resulting from any industrial or manufacturing operation or process, or from the development of any natural resource, without first obtaining written permission for such discharge from the Utility, and from any regulatory authority or governmental unit having jurisdiction over such a discharge of wastes.
- 20.2 Where necessary in the Utility's opinion, the Applicant or Customer shall provide, at the Applicant or Customer's expense, such pretreatment as may be necessary to reduce objectionable characteristics or constituents to within the maximum limits provided for in these Terms and Conditions for Sewage Disposal Service.
- 20.3 Industrial Customers shall comply with all categorical pretreatment standards, found in 40 CFR Chapter I, Subchapter N, Parts 405-471, the pretreatment standards found in 327 IAC 5-12-6, as well as any rules and regulations adopted by Resolution of the Utility's Board in furtherance of those pretreatment standards.
- 20.4 Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at the Customer's expense.
- 20.5 Where necessary in the Utility's opinion, the Customer shall provide, at the Customer's expense, such measures as may be necessary to control the quantities and rates of discharge of waters or wastes.

21. ACCIDENTAL DISCHARGE

- 21.1** Each Industrial Customer shall provide protection from Accidental Discharge of substances identified in Section 17 of these Terms and Conditions for Sewage Disposal Service. Facilities to prevent Accidental Discharge shall be provided and maintained at the Customer's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be available to the Utility for review. No Industrial Customer who commences contribution to the Sewage Disposal System shall be permitted to introduce Pollutants into the system until Accidental Discharge procedures are available.
- 21.2** In the case of an Accidental Discharge, it is the responsibility of the Industrial Customer to immediately telephone and notify the Utility of the incident. The notification shall include:
- 21.2.1** Name of Customer;
 - 21.2.2** Location of Accidental Discharge;
 - 21.2.3** Type of waste discharged;
 - 21.2.4** Concentration and volume of waste discharged;
 - 21.2.5** Corrective actions taken to minimize the impact of the discharge to the Sewage Disposal System.
- 21.3** The Industrial Customer shall notify the Utility if it is unable to comply with any requirement of this Section because of a breakdown of its treatment equipment, accidents caused by human error, or Upsets. The notification should include the information required in Section 21.2 above.
- 21.4** Within five (5) working days, unless extended by the Utility in writing, the Industrial Customer shall submit to the Utility a detailed written report describing the Accidental Discharge, including:
- 21.4.1** The cause of the Accidental Discharge;
 - 21.4.2** The period of the Accidental Discharge, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
 - 21.4.3** Steps being taken and/or planned to reduce, eliminate or prevent recurrence of the Accidental Discharge.

- 21.5 Such notification shall not relieve the Industrial Customer of any expense, loss, damage or other liability which may be incurred as a result of damage to the Sewage Disposal System or aquatic life, fish kills, or any other damage to persons or property; nor shall such notification relieve the Industrial Customer of any fines, civil penalties or other liability which may be imposed.
- 21.6 A notice shall be permanently posted on the Industrial Customer's bulletin board or other prominent place advising affected employees whom to call in the event of an Accidental Discharge. An Industrial Customer shall ensure that all employees who may cause or suffer such an Accidental Discharge to occur are advised of the emergency notification procedure.

22. MAINTENANCE OF SERVICE PIPE CONNECTIONS

- 22.1 The Utility shall install and maintain that portion of the service pipe from the main to the boundary line of the easement, public road, or street, under which such lateral may be located, except as subsequently provided. The Customer shall "rod" and otherwise clean the Utility's portion of the service pipe serving the Customer in the event the same becomes clogged or blocked as a result of debris or waste entering such service pipe from the Customer's Premises, as a result of the Customer's actions.
- 22.2 The Customer shall install and maintain that portion of the service pipe from the end of the Utility's portion into the Premises served.
- 22.3 The Customer shall not allow their portion of the service pipe to become broken, obstructed, inferior, defective, leaky or imperfect so that sewage or drainage escapes into surrounding soil, adjacent Premises, ground or surface water or other matter enters the Sewage Disposal System. When such conditions are discovered, the Utility reserves the right to discontinue service unless immediate repairs or replacements are made. Such replacements or repairs shall be made by, and at the expense of the Customer or Applicant. Non-compliance with the foregoing requirement exists when any connections or facilities are found by the Utility that will permit storm water, surface water, groundwater, or other non-sanitary sewage drainage to enter into the Sewage Disposal System, regardless of whether actual flow is observed.
- 22.4 The service pipe shall be as specified in the Indiana Plumbing Code. It shall be constructed of materials approved by the Utility and be installed under the inspection of the Utility.
- 22.5 If a Customer requests for his or her convenience or by his or her actions requires that Utility facilities be redesigned, re-engineered, relocated, removed, modified or reinstalled, the Utility will require the Customer to make payment of the full cost of performing such service.

23. MAIN EXTENSIONS

23.1 DEFINITIONS

The following terms as used in Section 23 of these Terms and Conditions for Sewage Disposal Service have the following meanings:

- 23.1.1** "Applicant" means a Person requesting the Main Extension in order to receive sewer utility service from the Utility.
- 23.1.2** "Completion Date of the Main Extension" means the date the Utility declares the Main Extension to be in service and releases it for Taps.
- 23.1.3** "Cost of Connecting" means the average of the Utility's costs for the same size service connection incurred during the preceding calendar year including, if provided by the Utility, the Service Pipe, Tap, and installation thereof or portions thereof; however, the Cost of Connecting shall not be applicable under Section 23 of these Terms and Conditions for Sewage Disposal Service for those portions of such cost recovered from an Applicant by the Utility in the form of a Tap or similar charge.
- 23.1.4** "Cost of the Main Extension" means the cost of installing the Main as determined in Sections 23.5 through 23.7 of these Terms and Conditions for Sewage Disposal Service.
- 23.1.5** "Customer" means a Person being supplied with sewer utility service.
- 23.1.6** "Deposit" means the amount required to be deposited by or on behalf of each Applicant or Prospective Customer for a Main Extension prior to the Utility commencing construction of the Main Extension.
- 23.1.7** "Estimated Annual Revenue" for an Applicant connecting to the Main means the Utility's average annual revenue per applicant from comparable Customers in the calendar year preceding such connection, adjusted to reflect any changes in the applicable rates and charges of the Utility for such service.
- 23.1.8** "Frontage" means the footage, ten (10) feet minimum length, of a Lot or tract (but not an easement) boundary that is parallel to or curvilinear to, and immediately adjacent to a Main Extension in a Public Thoroughfare or easement.

- 23.1.9 "Immediate Revenue Allowance" means the amount of three (3) times the Estimated Annual Revenue less the Cost of Connecting for an Applicant.
- 23.1.10 "Lot" means a parcel of land as platted, or if the area to be served is not platted, the equivalent of a parcel of land as determined in accordance with Section 23.4 of these Terms and Conditions for Sewage Disposal Service.
- 23.1.11 "Main" means a pipe owned by the Utility which connects to Service Pipes for transmitting sewage effluent.
- 23.1.12 "Main Extension" means the Mains and appurtenances installed by the Utility to provide the sewer utility service requested by or on behalf of the Applicant or Prospective Customer, but does not include the Service Pipes.
- 23.1.13 "Original Depositor" means an Applicant who enters into a Main Extension agreement and makes a Deposit with the Utility.
- 23.1.14 "Person" means an individual, firm, corporation, governmental agency, or other entity.
- 23.1.15 "Prospective Customer" means a Person who is not an Original Depositor, but whose Lot or Frontage directly abuts the Main Extension between its original beginning and its original end point.
- 23.1.16 "Public Thoroughfare" means a road, street, or way which has been dedicated for use by the public and accepted by the appropriate governmental authority.
- 23.1.17 "Refund" means the Subsequent Connector's Fees, Subsequent Connector's Revenue Allowances, and Revenue Allowances from Depositor-Authorized Connections of Lots included in the Original Depositor's Main Extension agreement that must be paid by the Utility to the Original Depositor for ten (10) years after the Completion Date of the Main Extension.
- 23.1.18 "Revenue Allowance from Depositor-Authorized Connection" means the amount of three (3) times the Estimated Annual Revenue less the Cost of Connecting that the Utility may refund to Original Depositor for connections for Lots or unplatted areas owned, controlled, or designated by the Original Depositor and does not include an Immediate Revenue Allowance.

- 23.1.19 "Service Pipe" means a sanitary sewer line leading directly from the Premises to the Main adjacent to such Premises.
- 23.1.20 "Subsequent Connector" means a Person who was not an Original Depositor but subsequently applies for sewer service and who connects to the Main within ten (10) years after the Completion Date of the Main Extension.
- 23.1.21 "Subsequent Connector's Fee" means the cash fee equal to the cost per lot of the Main Extension determined in accordance with Sections 23.4 through 23.6 of these Terms and Conditions for Sewage Disposal Service, multiplied by the number of Lots for which service is requested.
- 23.1.22 "Subsequent Connector's Revenue Allowance" means three (3) times the Estimated Annual Revenue for the Subsequent Connector less the Cost of Connecting.
- 23.1.23 "Tap" means a fitting owned by the Utility and inserted by it into a Main to which a Service Pipe is attached.
- 23.1.24 "Total Required Deposit" means the amount by which the Cost of the Main Extension exceeds the Immediate Revenue Allowance for the Original Depositor.

23.2 WRITTEN AGREEMENT

Persons desiring Main Extensions shall apply therefore in writing to the Utility. All Main Extensions require a prior written agreement between the Utility and the prospective Customer or Customers, who shall contract to connect to the Main within nine months after the completion date of the Main Extension and receive service from the Main Extension for a period not less than three years. The Utility shall extend a Main and connect the Applicant free of charge to provide the service requested if:

- 23.2.1 The Cost of the Main Extension does not exceed the Immediate Revenue Allowance for the Applicant; and
- 23.2.2 The Applicant agrees to take service within nine (9) months following the Completion Date of the Main Extension.
- 23.2.3 If the Cost of the Main Extension is greater than the free extension cost, that extension shall be made, upon receipt by the Utility of a signed agreement and a Deposit from the Applicant.

- 23.2.4 The Utility shall not be required to make Main Extensions unless the Applicants to be initially served by those extensions contract to use the service for a period of three (3) years. A bond may be required of the Applicant in this situation.
- 23.2.5 The Utility may require a special contract when: (a) the requested Main Extension is of such length and the prospective business to be developed by it is so meager as to make it doubtful whether the business from the extension would ever pay a fair return on the Utility investment involved in such extension; (b) the prospects are that the patronage and demand will not be of such permanency as to warrant the capital expenditure involved; (c) there are industrial installations requiring extensive sewer utility investment and where the demand for sewer service is expected to be slight, irregular, or of unknown quantity; or (d) there are other abnormal or extraordinary circumstances.

23.3 MAIN EXTENSION ROUTE

- 23.3.1 The Utility shall use good engineering and sewer utility practices in determining the route for all Main Extensions. Any facilities installed in connection with Main Extensions shall become the property of the Utility.
- 23.3.2 The Utility shall determine the total length of the Extension from its existing Main to serve the extension to the end of the Lot or Frontage of the most remote Applicant to be served.
- 23.3.3 If the end Lot or Frontage is a corner Lot or Frontage abutting an intersecting street in which no Main is located, the end of the new extension may not extend beyond the intersecting street corner of that Lot.
- 23.3.4 If the street in which the Main is to be laid dead ends in a cul-de-sac or appears to be permanently dead ended against a railroad, creek, river, or other major physical or natural barrier, the end point of the Main Extension, if serving the most remote Lot or Frontage, shall be the point of the most remote Service Pipe connection, which connection point shall be at least ten (10) feet beyond the Lot line.

23.4 NUMBER OF LOTS SERVED BY MAIN EXTENSION

A determination shall be made of the number of Lots to be served by the Main Extension. The determination may include only Lots which directly abut the Main Extension between its original beginning and its original end point. If any part of the Main Extension is located within an area platted or to be platted, the number of Lots shown within the plat to be served shall be included in the determination. If any part of the Main Extension is located in an unplatted area, the number of Lots to be included shall be determined by dividing the total Frontage of the Main Extension within the unplatted area on either or both sides of the Public Thoroughfare or easement in which the Main is located by one hundred (100) feet and rounded to the nearest whole number of Lots, provided either or both sides are available for future development and not restricted against usage because of limited access or other reasons. The determination of the number of Lots for a particular extension may include a combination of platted and unplatted Lots as defined in this Section. Any further Main Extension subsequently connected to the original Main Extension shall, for all purposes under Section 23 of these Terms and Conditions for Sewage Disposal Service, constitute a separate Main Extension.

23.5 MAIN EXTENSION COST

23.5.1 The Cost of the Main Extension may, as determined by the Utility, be either:

23.5.1.1 The estimated cost of the extension; or

23.5.1.2 The actual cost of a developer-installed extension.

23.5.2 For any special construction, or for any other facility involved in a Main Extension, the cost shall be the Utility's best estimate of the cost of the Main, special construction, or related facilities based upon current available information.

23.5.3 If the Utility's future extension plans require a larger Main than is reasonably necessary to serve the Applicants and Prospective Customers, the difference in the cost for the larger Main size and increased material and installation cost, if any, shall be borne by the Utility.

23.5.4 The estimated cost shall be adjusted to the actual cost by the Utility, in which event the actual cost as finally determined shall constitute the Cost of the Main Extension. If the Main Extension agreement provides for the adjustment of the estimated Cost of the Main Extension to the actual cost, the adjustment shall be made upon completion of the Main Extension. If the actual cost of the extension is less than the estimated cost, the Utility shall refund the difference to the Original Depositor as soon as the actual cost has been determined. If the actual cost of the extension exceeds the estimated cost, then the Utility shall bill the Original Depositor for, and such depositor shall pay, the difference between the estimated cost and the actual cost.

23.5.5 For the Main Extension, the Applicant shall be required to pay the Cost of the Main Extension, and the full gross-up any applicable state and federal taxes associated with the cost of the extension and the Applicant shall receive Refunds as provided in Section 23.9 of these Terms and Conditions for Sewage Disposal Service.

23.6 COST PER LOT

The cost per lot shall be determined by:

23.6.1 The total number of Lots to be served by the Main Extension divided into the Cost of the Main Extension; or

23.6.2 The Cost of the Main Extension shall be divided proportionately on the basis of respective Lot Frontage for all Lots to be served by the Main Extension.

23.7 TOTAL REQUIRED DEPOSIT

23.7.31 The Total Required Deposit for a Main Extension may either be made in a cash payment or it may be secured by an irrevocable letter of credit acceptable to the Utility and issued by a national banking association or a bank chartered under the laws of the state. The Deposit may also be secured in any other manner which is mutually acceptable to the parties and which guarantees payment of the Deposit immediately upon completion of the Main Extension.

23.7.42 If permitted by the Utility, the Main Extension may be installed by the developer or the developer's contractor according to the extension and installation policies of the Utility, and the actual cost of the developer-installed extension shall be considered the Total Required Deposit.

23.7.53 The Utility may allocate, or permit Original Depositors to allocate, the Total Required Deposit on the basis of the number of Lots, the respective Lot Frontage, or any other basis mutually acceptable to the Original Depositors.

23.8 SUBSEQUENT CONNECTOR FEE

23.8.1 Within ten (10) years after the Completion Date of the Main Extension, the Utility shall not permit a Subsequent Connector to connect to a Main Extension until after the Subsequent Connector has paid the required Subsequent Connector's Fee to the Utility.

23.8.2 Applicants for service connections for Lots in subdivision and tract developments which are included in the Original Depositor's Main Extension agreement, are not required to pay a Subsequent Connector's Fee, unless otherwise specifically provided for in the Main Extension agreement.

23.8.3 If a Prospective Customer with Frontage land that was unplatted on one (1) or both sides of the street at the time the Main Extension was installed later subdivides this Frontage prior to the expiration of the ten (10) years after the Completion Date of the Main Extension in such a manner that some or all Lots will not require service directly from that Main Extension, the Customer is considered to have requested another extension from that Main Extension to serve the Customer's land. The Utility in that case shall collect from the Prospective Customer prior to installing the requested second extension, a Subsequent Connector's Fee for each equivalent Lot of the Frontage land used in determining the Main Extension cost per lot and which will not be served directly by the original Main Extension.

23.9 REFUNDS

23.9.1 Refunds shall be paid for a period of ten (10) years after the Completion Date of the Main Extension to the Original Depositor in proportion to the respective Deposits. A Deposit shall be held by the Utility as a Customer's advance for construction. Any Deposit which is not subject to refund because of the running of the ten (10) year period shall be transferred by the Utility to contributions in aid of construction.

23.9.2 However, no Refunds shall be required to be made by the Utility until the number of Customers actually connected to the Main Extension equals the number of Applicants for which an Immediate Revenue Allowance was included in computing the Total Required Deposit for the Main Extension. The Refunds shall be paid annually or more frequently at regular intervals at the discretion of the Utility.

23.9.3 Total Refunds to any Original Depositor shall not exceed the amount of the original Deposit except in the case of a phased residential real estate development. In this situation the preliminary plat must be submitted to the Utility at the time of the first request for a Main Extension. During the ten (10) year period beginning with the completion date of the first Main Extension, the amount of any Refunds generated in excess of the Deposit made on any phase of the development must be applied against the Deposit made for any other phase of the development, so long as the total amount of Refunds to the Original Depositor shall not at any time exceed the total amount of his Deposits during the period. The Utility shall not require any Subsequent Connector's Fee which is in excess of the unrefunded balance of the aggregate of Deposits received from all Original Depositors.

23.9.4 The Refund shall be made by mailing the payment to the Original Depositor's last known address as shown on the books and records of the Utility. Any Refund distribution which cannot be returned to an Original Depositor after the Refund becomes due and payable must be reported as required by Indiana Code 32-17.5, et seq.

24. WASTEWATER HAULERS

- 24.1 Any disposal of wastewater into the Sewage Disposal System must be performed by a registered Wastewater Hauler as provided for by resolution of the Utility's Board. Disposal of domestic wastewater or restaurant grease trap waste generated inside or outside Marion County requires no further approval. A Wastewater Hauler disposing of industrial or commercial wastewater generated inside or outside Marion County must obtain special approval.
- 24.2 All discharging of wastewater from the Wastewater Hauler's vehicle tanks must be done at designated sites approved by the Utility. The Utility shall have the right to limit the hours of the day and the days of the week during which discharging shall be allowed. Any unpermitted discharging of wastewater into the Sewage Disposal System is prohibited unless approved by the Utility prior to discharging.
- 24.3 All Wastewater Haulers shall maintain accurate business records pertaining to wastewater hauling, and make them available to the Utility, upon request, including names, addresses, and telephone numbers of the generators of all wastewater being transported and/or disposed of, county of origin, type of waste, volume of waste, and disposal site, customer receipts required under Rule 24.4, and approvals, permits and certifications issued by federal, state and local authorities. All such records shall be retained for a minimum of three (3) years.

- 24.4 The driver of each vehicle delivered to the wastewater treatment plant site for discharging shall have dated customer receipts for each source of wastewater showing the names and addresses of the customers, the nature of the wastewater, amount of wastewater in gallons, Wastewater Hauler's name and legal business address and telephone number, and vehicle driver's name.
- 24.5 All Wastewater Haulers shall compensate the Utility for the full cost of all sampling, laboratory analysis and treatment costs. Fees shall reflect the costs associated with sampling and testing, treatment and administering the program and shall be based on a fee schedule set forth in Rate No. 4.
- 24.6 The Utility shall have a right of entry to, upon or through any Premises for purposes of inspection, measuring and sampling. This right of entry shall include, but not be limited to, any equipment necessary to conduct such inspections, measuring and sampling. It shall be the duty of the Wastewater Hauler to provide all necessary clearance before entry and not to unnecessarily delay or hinder the Utility in carrying out the inspection, measuring and sampling. The right of entry shall exist at any time.
- 24.7 All Wastewater Haulers are subject to Resolutions that may be adopted by the Board with respect to registration, discharge procedures, testing, enforcement procedures and testing.

25. UTILITY LIABILITY

- 25.1 The Utility shall not be liable for damages of any kind or character for any deficiency or failure of Sewage Disposal Service, for the blockage or breaking or Sewer overload of any collection Sewer, wherever located, for any deficiency in any Utility or Customer lateral, attachment or fixtures to any collection Sewer, or any other facility used by the Utility, or for any other interruption of Sewage Disposal Service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Utility. The Utility shall not be liable for any damage to any property caused by any of the foregoing reasons or for any other cause beyond the reasonable control of the Utility.
- 25.2 The Utility shall not be held liable for any failure or delay in performing any of the things undertaken by it under any service contract when such failure or delay is caused by strike, acts of God, unavoidable accident, or other contingencies beyond its control, and in no manner due to its fault, neglect, or omission. Nor shall Utility be liable for damage caused by interruption in, or failure of service, or by sewage disposal escaping from piping on Customer's property.

- 25.3 The Utility shall not be liable for the failure, interruption or malfunction, including backup, of its system and service caused by flood, earthquake, high water, war, riot, or civil commotion, vandalism, acts of others, or acts or failure of action of any local governmental authority to enforce or provide proper surface drainage or ditches for surface runoff, or other circumstance over which Utility has no control, where the Utility has used reasonable care in installing and maintaining its system in accordance with acceptable standards in the sewer utility business.

26. INCORPORATION BY REFERENCE

- 26.1 All laws of the United States of America, including the Environmental Protection Agency, the State of Indiana, Rules and Regulations of the Indiana Utility Regulatory Commission and Ordinances of the City of Indianapolis applicable to the rendering of Sewage Disposal Service in the City of Indianapolis, Marion County, Indiana and contiguous areas are hereby incorporated herein by reference.

**SEWAGE DISPOSAL SERVICE TARIFF
RATES, TERMS AND CONDITIONS
FOR SEWAGE DISPOSAL SERVICE WITHIN
MARION COUNTY, INDIANA
AND CONTIGUOUS AREAS**

Issued By The

**Department of Public Utilities for the City of Indianapolis,
acting by and through the Board of Directors for Utilities,
as Trustee, in furtherance of the Public Charitable Trust
for the Wastewater System, and CWA Authority, Inc.**

**2020 North Meridian Street
Indianapolis, Indiana 46202**

**Martha D. Lamkin
President of
Board of Directors**

**Carey B. Lykins
President, and
Chief Executive Officer**

**SEWAGE DISPOSAL SERVICE TERMS AND CONDITIONS
I.U.R.C. CAUSE NO. 43936**

EFFECTIVE: October 1, 2012

TABLE OF CONTENTS

	<u>Page Number</u>
1 Definitions	4-9
2 Rates and Uniform Conditions of Service	9
3 Written Application or Contract For Service May be Required	9-10
4 Written Application and Permit Required for New Connection	10-14
5 Sewer Construction Requirements	14
6 Mandatory Inspection and Right of Entry	14-15
7 Deposits	15
8 Billing and Payment of Bills	16-20
9 Discontinuance of Service	20-22
10 Prohibited Disconnections	22-23
11 Notice of Disconnection	24-25
12 Reconnection of Service	25
13 Interruption of Service	25
14 Complaints and Review	26-27
15 Prohibition Against Clear Water Discharges	27
16 Dewatering Discharge	28
17 Sewage Restrictions	28-31
18 Required Installation of Food Waste Disposer	31-32
19 Grease Interceptor	32
20 Industrial Customer Waste Discharge	32-33
21 Accidental Discharge	33-34
22 Maintenance of Service Pipe Connections	34-35
23 Main Extensions	35-42
24 Wastewater Haulers	42-43
25 Utility Liability	43
26 Incorporation By Reference	43

Active Available Sewer Rates

	<u>Page Number</u>
Rate No. 1 Nonindustrial Sewage Disposal Service	101 – 101B
Rate No. 2 Industrial Sewage Disposal Service	102 – 102B
Rate No. 3 Fats, Oil, and Grease Charge	103
Rate No. 4 Septic and Grease Hauler Rates	104

Riders

	<u>Page Number</u>
Rider A Environmental Compliance Plan Recovery Mechanism	201

Appendices

	<u>Page Number</u>
A Miscellaneous Non-recurring Charges	301
B Connection Fee	302

CWA Authority, Inc.
2020 N. Meridian St.
Indianapolis, IN 46202

FIRST REVISED PAGE NO. 3
SUPERSEDING ORIGINAL PAGE NO. 3

**TERMS AND CONDITIONS
FOR
SEWAGE DISPOSAL SERVICE**

The rules set forth in these Terms and Conditions for Sewage Disposal Service have been filed with and approved by the Indiana Utility Regulatory Commission, to provide a uniform and equitable basis upon which the transactions between the Utility and its Customers are conducted.

1. DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used in any Section of the Utility's Rates and Terms and Conditions for Sewage Disposal Service, shall have the meanings ascribed below:

1.1 ACCIDENTAL DISCHARGE

An unintentional release of a material that could potentially violate the requirements of Section 17 of these Terms and Conditions for Sewage Disposal Service.

1.2 APPLICANT

Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group thereof applying to receive or use the Utility's Sewage Disposal Service.

1.3 BIOCHEMICAL OXYGEN DEMAND ("BOD")

The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, (68°F) expressed in milligrams per liter. BOD measurements are used as a measure of the organic strength of wastes in water.

1.4 BOARD

The Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Wastewater System, which serves as the Board of Directors of CWA Authority, Inc.

1.5 BUILDING DRAIN

That part of the lowest horizontal piping of a drainage system that receives the discharge from solid waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, beginning five (5) feet (one and one-half (1.5) meters) outside the inner face of the building wall.

1.6 BUILDING SEWER

The extension from the Building Drain to the Public Sewer or other place of disposal and shall include that portion of the drain within the public right-of-way.

1.7 CITIZENS GAS

The Board of Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust for the gas system, doing business as Citizens Gas, 2020 North Meridian Street, Indianapolis, Indiana 46202.

1.8 CITIZENS WATER

The Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as trustee of a public charitable trust for the water system, doing business as Citizens Water, 2020 N. Meridian Street, Indianapolis, Indiana 46202, or any professional management firm that has been retained by Citizens Water to operate its water utility facilities and that is acting in its capacity as the agent or representative of Citizens Water.

1.9 CLEAN WATER ACT

The primary federal law in the United States governing water pollution, which is codified at 33 U.S.C. § 1251 *et seq.*

1.10 COMBINED BILL

A bill issued to Residential Service and commercial Customer for any combination of more than one of the Utility Services. A Combined Bill will not be issued to an Industrial Customer.

1.11 COMMISSION

The Indiana Utility Regulatory Commission.

1.12 COMMISSION'S RULES

Rules, Regulations and Standards of Service for Utilities Rendering Sewage Disposal Service in Indiana pursuant to 170 IAC 8.5-1 et al, as revised, supplemented and replaced from time to time.

1.13 COOLING WATER

The water discharged from any system of condensation, air conditioning, cooling, refrigeration or other, but which shall be free from odor and oil. Cooling Water shall not contain polluting substances that would produce BOD or Suspended Solids each in excess of ten (10) milligrams per liter.

1.14 CUSTOMER

Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group thereof receiving Sewage Disposal Service from the Utility.

1.15 DOMESTIC WASTEWATER

Wastewater of the type commonly introduced into Sewage Disposal System by residential users.

1.16 EQUIVALENT DWELLING UNIT ("EDU")

Shall be determined in accordance with industry standards and shall reflect the greater of the actual daily flow requirements (per 327 IAC 3), the area ratio of the water meter size serving a particular user, or such means of determination deemed appropriate by the Utility. One (1) EDU shall be estimated as equal to three hundred ten (310) gallons per day.

1.17 FOUNDATION DRAINS

Any network of pipes, pumps or drainage mechanism located at, near or under a footing, foundation or floor slab of any building or structure that intentionally or unintentionally conveys groundwater away from a building or structure.

1.18 GARBAGE

Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

1.19 HEAT PUMP DISCHARGE

Water discharged from a heat pump or other device that uses water as a heat source or heat sink.

1.20 INDUSTRIAL CUSTOMER

Any Customer of Utility who discharges, causes or permits the discharge of nondomestic wastewater into the Sewage Disposal System.

1.21 INTERFERENCE

Any discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the Sewage Disposal System, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the Sewage Disposal System's National Pollutant Discharge Elimination System ("NPDES") permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

1.22 MONTH

One-twelfth (1/12) of a year, or the period between two (2) consecutive readings of the Utility's meters, as nearly every thirty (30) days as practicable.

1.23 NH3-N

Denotes ammonia nitrogen. All of the nitrogen in water, sewage or other liquid waste present in the form of ammonia, ammonia ion or in the equilibrium $\text{NH}_4^+ \rightleftharpoons \text{NH}_3 + \text{H}^+$.

1.24 NONINDUSTRIAL CUSTOMER

All Customers of the Utility that discharge into the Sewage Disposal System Sewage Normally Discharged by a Residence.

1.25 PASS-THROUGH

A discharge that exits the Sewage Disposal System into waters of the State in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Sewage Disposal System's NPDES permit (including an increase in the magnitude or duration of a violation).

1.26 PH

The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

1.27 POLLUTANT

Includes, but is not limited to, any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical materials, chemical wastes, biological materials, Radioactive Materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal and agricultural waste discharged into water.

1.28 PREMISES

One contiguous piece of property owned by a single Customer, which is not intersected by a public right-of-way or thoroughfare.

1.29 PROPERLY SHREDDED GARBAGE

Wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in Public Sewers, with no particle greater than one-half (½) inch (one and twenty-seven one-hundredths (1.27) centimeters) in any dimension.

1.30 PUBLIC SEWER

Any combined or sanitary sewer or lift station located within the public right-of-way or a dedicated easement.

1.31 RADIOACTIVE MATERIAL

Any material (solid, liquid or gas) that spontaneously emits ionizing radiation and that is regulated by the Nuclear Regulatory Commission or the Indiana State Board of Health. This may include naturally occurring radioactive material, by-product material, accelerator produced material, source material or special nuclear material.

1.32 RESIDENTIAL SERVICE

A person being supplied with Sewage Disposal Service by the Utility exclusively for residential purposes and introduces only Domestic Wastewater into the Sewage Disposal System.

1.33 SEWAGE DISPOSAL SERVICE

Utility service whereby liquid and solid waste, sewage, night soil and industrial waste (except as limited by the Rules and Regulations of the Commission) of any single territorial area is collected, treated, purified and disposed of in a sanitary manner, and includes all sewage treatment plant or plants, main Sewers, submain Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.

1.34 SEWAGE DISPOSAL SYSTEM

The system by which the Utility provides Sewage Disposal Service, which includes the sewage treatment plant or plants, main Sewers, submain Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.

1.35 SEWAGE NORMALLY DISCHARGED BY A RESIDENCE

The liquid waste contributed by a residential living unit and shall not exceed a volume of ten thousand five hundred (10,500) gallons per Month, thirty (30) pounds of BOD per month, and thirty-five (35) pounds of Suspended Solids per Month.

1.36 SEWER

A pipe or conduit for carrying sewage.

1.37 SLUG

Any discharge of wastewater that, in concentrations of any given constituent, as measured by a grab sample, exceeds more than five (5) times the allowable discharge limits as specified in these Terms and Conditions for Sewage Disposal Service and/or in quantity of flow exceeds more than five (5) times the user's average flow rate as authorized in the user's industrial discharge permit, for a period of duration longer than fifteen (15) minutes.

1.38 SUSPENDED SOLID ("SS")

Solids that either float on the surface of, or are in suspension in, water, sewage or other liquids and that are removable by laboratory filtering.

1.39 UPSET

An exceptional incident in an Industrial Customer's facility, in which there is unintentional and temporary noncompliance with applicable pretreatment standards because of factors beyond the reasonable control of the Industrial Customer. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance or careless or improper operation.

1.40 UTILITY

CWA Authority, Inc., 2020 North Meridian Street, Indianapolis, Indiana 46202 or any professional management firm that has been retained by CWA Authority, Inc. to operate its Sewage Disposal System and that is acting in its capacity as the agent or representative of CWA Authority, Inc.

1.41 UTILITY SERVICES

Shall include one or more of the following services: (1) sewage disposal service provided by the Utility; (2) water services provided by Citizens Water; and/or (3) gas delivery and gas supply services provided by Citizens Gas.

1.42 WASTEWATER HAULER

Any person who engages in the activity, service, business or leasing of vehicles for the purpose of transporting domestic wastewater to another location for disposal.

2. RATES AND UNIFORM CONDITIONS OF SERVICE

2.1 A copy of all rates and charges and these Terms and Conditions for Sewage Disposal Service is on file with the Commission and may be inspected by the public in the principal office of the Utility at 2020 North Meridian Street, Indianapolis, Indiana 46202.

2.2 All Sewage Disposal Service furnished by the Utility shall be subject to said rates and charges and these Terms and Conditions for Sewage Disposal Service, which are by reference made a part of all standard contracts for service, (except when modified by special contract approved by the Commission or as otherwise provided herein).

2.3 The failure of the Utility to enforce any rate and/or provision of these Terms and Conditions for Sewage Disposal Service shall not be deemed a waiver of its rights to do so.

3. WRITTEN APPLICATION OR CONTRACT FOR SERVICE MAY BE REQUIRED

3.1 A written application or contract properly executed in a form acceptable to the Utility, may be required from the Customer before the Utility is obligated to supply Sewage Disposal Service to the Customer, or as a condition for the continued supply of Sewage Disposal Service, provided, however, that the Utility shall have the right to reject any application for any valid reason.

3.2 The taking of Sewage Disposal Service shall constitute a contract between the Customer and the Utility, obligating the Customer to pay for, and the Utility to furnish, service as specified herein and to comply with all applicable provisions of these Terms and Conditions for Sewage Disposal Service.

- 3.3 Where two or more parties join in one application for Sewage Disposal Service, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for service supplied in accordance therewith.
- 3.4 No promises, agreements or representations of any agent, employee or authorized representative of the Utility, or its predecessor, shall be binding upon the Utility unless the same shall have been incorporated in a written contract or application.
- 3.5 Sewage Disposal Service furnished to any Customer is for the use of that Customer on his or her designated Premises, and shall not be resold or extended by Customer to serve additional lots, Premises or improvements.
- 3.6 Any contractor, builder or developer shall be liable for the minimum Monthly charge from the time of connection until notification of occupancy, if such contractor, builder or developer fails to notify the Utility of such occupancy.

4. WRITTEN APPLICATION AND PERMIT REQUIRED FOR NEW CONNECTION

- 4.1 No person shall be allowed to connect to the Utility's system until after he or she has obtained a permit to do so from the Utility. If any person connects to the Sewage Disposal System without obtaining said permit, the Utility shall have the right to disconnect such Customer from its system and refuse to connect him or her to the Utility's system until the Utility has been reimbursed for its expense incurred in disconnecting such person from its system.
- 4.2 No person shall do any form of work on or in connection with lines or facilities owned by Utility until he or she has received a permit from the Utility to do such work.
- 4.3 A baseline connection fee per EDU, as set forth in Appendix B, will be assessed for all new connections to the Sewage Disposal System. A new connection includes new Sewage Disposal Service or modification of an existing Sewage Disposal Service agreement; however, replacement or repair of an existing individual Building Sewer that does not increase EDUs will not constitute a new connection.
- 4.4 An application for a new connection to the Sewage Disposal System shall be made on a form prescribed by the Utility and may require the following information:
 - 4.4.1 Name and address of the owner;
 - 4.4.2 Name, address and telephone number of the contractor;
 - 4.4.3 Address and, if necessary, the legal description of the Premises where the work is to be done;

- 4.4.4 Plans for the Building Sewer and connections, which at a minimum must consist of drawing(s) of the building, the parcel boundaries, the connection detail, including grease interceptor connection detail where applicable, materials of construction and installation method; and
- 4.4.5 Any other information as may be deemed reasonable and necessary by the Utility.
- 4.4.5 Application for a connection to the Sewage Disposal System shall be made only by the following:
 - 4.5.1 A plumbing contractor licensed by the State and registered in accordance with Chapter 875 of the Revised Code of the Consolidated City of Indianapolis; or
 - 4.5.2 A contractor (other than a plumbing contractor) who has met the surety bond and insurance requirements of the City of Indianapolis Department of Code Enforcement. Surety bond requirements are met if the Building Sewer contractor has filed and maintains with the City of Indianapolis a surety bond, as set forth in Chapter 875 of the Revised Code of the Consolidated City of Indianapolis. Insurance requirements are met if the contractor has secured and maintains a public liability and property damage insurance policy as set forth in Chapter 875 of the Revised Code of the Consolidated City of Indianapolis.
- 4.6 All Sewer work and other construction actually performed on or associated with the Building Drain, Building Sewer and the connection of the Building Sewer to the Sewage Disposal System shall be in accordance with the rules and regulations of the Indiana Fire Prevention and Building Safety Commission and standard specifications of the Utility.
- 4.7 The permit granted by the Utility to connect to the Sewage Disposal System shall be given in writing and expire by operation of law and shall no longer be of any force or effect if work is not initiated within one hundred eighty (180) days from the date thereof. The Utility may, however, for good cause shown in writing, extend the duration of the permit for an additional period that is reasonable under the circumstances to allow commencement of the construction activity. In no event shall the extension exceed a period of sixty (60) days. If the construction activity has been commenced but only partially completed, and thereafter substantially no construction activity occurs on the construction site over a period of one hundred eighty (180) days, the permit shall expire by operation of law and no longer be of any force or effect; provided, however, the Utility may, for good cause shown in writing, extend the authority to connect to the Sewage Disposal System for an additional period that is reasonable under the circumstances to allow resumption of construction activity. The fee for an extension under this Section shall be as provided for in Appendix B, and the extension shall be confirmed in writing.

- 4.8 After the Utility has granted the permit, the contractor shall give prompt written notice to the Utility of any addition to or change in the information contained in the permit application.
- 4.9 After the Utility has in writing, granted authority to connect to the Sewage Disposal System, any material deviation or change in the information contained in the application or the plans shall be considered an amendment subject to approval by Utility. Prior to the time construction activity involving the change occurs; the contractor shall file with the Utility a written request for amendment, including a detailed statement of the requested change and the submission of any amended plans. The Utility shall give the contractor written notice that the request for amendment has been approved or denied. The fee for the amendment of an application for connection is set forth in Appendix B.
- 4.10 A permit may be transferred with the approval of the Utility to a person, partnership or corporation that would be eligible to obtain such authority in the first instance (hereinafter called "Transferee"), after both the payment of a fee as provided in Appendix B and the execution and filing of a form furnished by the Utility. Such transfer form shall contain, in substance, the following certifications, release and agreement:
- 4.10.1 The person who obtained the original approval of the connection from the Utility or a person who is employed by and authorized to act for the obtainer (hereinafter called "Transferor") shall:
- a. Certify under penalties for perjury that such person is familiar with the sanitary Sewer construction activity to be accomplished pursuant to the permit; such person is familiar with the construction standards and procedures of the Utility; and to the best of such person's knowledge, information and belief the construction activity, to the extent performed, is in conformity with all standards and procedures required by the Utility; and
 - b. Sign a statement releasing all rights and privileges secured under the permit granted by the Utility to the Transferee.
- 4.10.2 The Transferee shall:
- a. Certify that the Transferee is familiar with the information contained in the original application requesting authority to connect to the Sewage Disposal System, the design plans and specifications, and any other documents filed in support of the application;

- b. Certify that the Transferee is familiar with the present condition of the Premises on which the construction activity is to be accomplished pursuant to the permit; and
- c. Agree to adopt and be bound by the information contained in the original application, the design plans and specifications, and other documents supporting the original application; or in the alternative, agree to be bound by such application plans and documents modified by plan amendments submitted to the Utility for approval.

The Transferee shall assume the responsibilities and obligations of and shall comply with the same procedures required of the Transferor, and shall be subject to any written directives issued by the Utility. Authority granted by the Utility for construction activity at a specified location may not be transferred to construction activity at another location.

4.11 The Utility may revoke a permit when:

- 4.11.1** The application, plans or supporting documents contain a false statement or misrepresentation as to a material fact; or
- 4.11.2** The application, plans or supporting documents reflect a lack of compliance with the requirements of these Terms and Conditions for Sewage Disposal Service or other Resolution of the Board.

4.12 The Utility may order the suspension of the pertinent construction activity ("Stop-Work Order") if the Utility determines that:

- 4.12.1** Construction activity is proceeding in an unsafe manner;
- 4.12.2** Construction activity is proceeding in violation of a requirement of these Terms and Conditions for Sewage Disposal Service or other Resolution of the Board;
- 4.12.3** Construction activity is proceeding in a manner that is materially different from the application, plans, or supporting documents; or
- 4.12.4** Construction activity for which Utility authority under this Section is required is proceeding without such authority having been obtained. In such an instance, the Stop-Work Order shall indicate that the effect of the order terminates when the required authority is obtained.

- 4.13 The Stop-Work Order shall be in writing and shall state the reason for its issuance. The Stop-Work Order shall be posted on the property in a conspicuous place and, if conveniently possible, shall be given to the person doing the construction and to the owner of the property or his or her agent. The Stop-Work Order shall state the conditions under which construction may be resumed.

5. SEWER CONTRUCTION REQUIREMENTS

- 5.1 Except for Building Sewers serving single- or double-family residences or single-owner industrial facilities, connection permits will not be issued by the Utility for Building Sewers exceeding six hundred (600) feet in length as measured from the outside of the building to the center of the Public Sewer, unless the Sewer is constructed in a dedicated easement or right-of-way. No more than one hundred (100) feet of a Building Sewer shall exist within a public right-of-way.
- 5.2 No more than one (1) building will be permitted to connect to a Building Sewer. Sewers with more than one (1) connection must be constructed as a Public Sewer in a dedicated easement, unless the Utility determines that an exception is justified.
- 5.3 It shall be the responsibility of the property owner(s) whose property is benefitted to provide for, install and make private connections for the use of their Premises to an existing Public or Building Sewer. As further provided in Section 22 of these Terms and Conditions for Sewage Disposal Service, it shall be the responsibility of the owner to make all necessary repairs, extensions, relocations, changes or replacements thereof, and of any accessories thereto.

6. MANDATORY INSPECTION AND RIGHT OF ENTRY

- 6.1 Upon completion of the work described in a permit, it shall be the duty of the holder of a permit to notify the Utility that the work is available for inspection. The Utility will conduct inspections on Building Sewer connections from 8:00 a.m. to 3:00 p.m., local time, Monday through Friday, except for observed holidays. The Building Sewer, in its entirety from the foundation to the connection with the Public Sewer or existing lateral, must be exposed for inspection and be properly bedded in accordance with the Utility's standard specifications to one-half (½) the diameter of the Building Sewer. It is further the duty of the permit holder to install safety barricades, fences or other safety measures while waiting for an inspection. The permit holder may backfill the Building Sewer trench if the Utility has not made an inspection within a twenty-four (24) hour period after notice has been given to the Utility. In the event the Building Sewer is not completed and ready for inspection upon the inspector's arrival or if the notification is made after 1:00 p.m., local time, Monday through Friday, the permit holder shall make the Building Sewer and connection available for a four (4) hour period on the following Utility work day. An inspection may be waived with or without conditions with the approval of the Utility.

- 6.2 The Utility shall have the right of entry to, upon or through any Premises for purposes of inspection of Sewer work and any other construction activity performed on or associated with the connection of the Building Sewer to the Sewage Disposal System including inspection for clear water discharges into the Sewage Disposal System.

7. **DEPOSITS**

- 7.1 In accordance with the Rules and Regulations of the Commission, pursuant to 170 IAC 8.5 et al, the Utility may require a Residential Service Customer (a Customer receiving Residential Service) or Applicant to pay a cash deposit as a condition of receiving or continuing to receive Sewage Disposal Service, if the Utility determines that the Residential Customer or Applicant does not meet the criteria for creditworthiness set forth in 170 IAC 8.5-2-3 of the Rules and Regulations of the Commission's Rules.

- 7.2 The Utility may require non-residential Customers or Applicants to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Sewage Disposal Service.

Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest volume of waste. The Utility shall determine the appropriate deposit.

- 7.3 Interest on any deposit held by the Utility on or before August 31, 2012 will earn an interest rate of six percent (6%) per annum from the date of receipt by the Utility through August 31, 2012. Effective September 1, 2012, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current month from the date the deposit is paid in full to the Utility. The rate of interest will be the same as that established for gas utilities by the Commission in a general administrative order pursuant to 170 IAC 5-1-15(f)(2) for each calendar year.
- 7.4 Deposits from Residential Service Customers will be refunded after the Residential Service Customer has established an acceptable payment record in accordance with the Commission's Rules and is not delinquent on any active or inactive Utility Services.
- 7.5 Upon discontinuance of Utility Services, the deposit and earned interest, if any, will be applied to the balance of any outstanding Utility Services bills or unbilled amounts. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the Customer. The Customer will be billed for any balance due the Utility. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the Customer after termination of service, shall be reported and disposed of as required by the Disclaimer of Property Interests Act (Indiana Code 32-17.5 *et seq.*).

8. BILLING AND PAYMENT OF BILLS

8.1 The Utility will issue bills to Customers on a Monthly basis for the applicable Utility Services. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

8.1.1 If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

8.1.1.1 All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.

8.1.1.2 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth in Appendix A.

8.1.1.3 A single charge may be made for each visit to the Customer's Premises to collect a delinquent account for applicable Utility Services; such charge to the Customer shall be pursuant to the Delinquent Account Collection Charge reflected in Appendix A.

8.1.1.4 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth in Appendix A.

8.1.1.5 A single charge may be made for providing a Customer with usage summary by meter beyond the twenty-four (24) month period available online; such charge to the Customer shall be pursuant to the Usage Information Charge set forth in Appendix A.

8.1.2 The Utility may provide an Automatic Bank Deduction Plan for Nonindustrial Customers, which will be a payment plan whereby the Combined Bill amount is deducted each month from the Nonindustrial Customer's checking account by the Nonindustrial Customer's authorized financial institution. The Utility shall continue to provide to the Nonindustrial Customer a Monthly bill.

- 8.1.3 The Utility may provide a budget plan for payment of Utility Services bills by the Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The annual amount actually paid by the Customer shall be balanced with the annual amount actually billed to the Customer and any differences shall be paid by (or credited to) Customer.
- 8.2 The Utility shall prorate Combined Bill payments based upon billed charges for applicable active Utility Services and apply payments first to the oldest outstanding charges for Utility Services and then to current charges pertaining to Utility Services where applicable. Payments will be applied to non-Utility Services last.
- 8.3 A Customer may direct Combined Bill payments by contacting the Utility prior to the due date. For all other payments, the Utility is not obligated to direct payments.
- 8.4 Payments in excess of the charges for applicable active Utility Services will be applied to inactive Utility Service balances and prorated according to the balances of the inactive Utility Services.
- 8.5 The Utility shall measure usage and bill Nonindustrial Customers in the following manner:
- 8.5.1 To the extent possible, bills to Nonindustrial Customers will be based on the Customer's metered water usage or estimated water usage in any given month.
- 8.5.2 In the event a Nonindustrial Customer is not served by a public water supply or water used is not completely metered, the Utility shall estimate the volume and strength of the waste and use such estimate for the purposes of billing rates and charges. The foregoing estimates shall be based upon analyses and volumes of a similar installation to the Nonindustrial Customer or the volume and analysis as determined by measurements and samples taken by the Utility or an estimate determined by the Utility or by any combination of the foregoing or other equitable method.
- 8.6 The Utility shall measure usage and bill Industrial Customers in the following manner:
- 8.6.1 The Utility may require any Industrial Customer to construct at the Industrial Customer's own expense, facilities to allow inspection, sampling and flow measurement and may also require sampling or metering equipment to be provided, installed and operated at the Industrial Customer's expense.

- 8.6.2 To the extent the Utility does not require installation of metering equipment as provided in the foregoing section, each Industrial Customer shall report to the Utility by the twenty-fifth (25th) day of the following Month on a form prescribed by the Utility an estimate of the volume discharged in the prior Month and a representative value of the strength of the waste including, but not limited to, BOD, SS and NH₃-N, unless alternate reporting procedures are otherwise specified in writing by the Utility. All measurements, tests and analyses of the characteristics of such waste shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Sewage" as published jointly by the American Public Health Association and the Water Pollution Control Federation consistent with 40 CFR Part 136 or by other methods generally accepted under established sanitary engineering practices and approved by the Utility. The reports submitted shall be subject to verification by the Utility but may serve as the basis for billing with all necessary adjustments in the amounts to be made after verification. In the event an analysis and volume of the industrial waste are not furnished to the Utility by the aforementioned time, the charges shall be based upon estimates made by the Utility, in the manner provided in Section 8.2.2.
- 8.6.3 In the event that a self-reporting Industrial Customer described in section 8.6.2 fails to submit the report required by Section 8.6.2 by the twenty-fifth (25th) day of the following Month, the Industrial Customer shall pay late reporting charges according to the schedule set forth in Appendix A.
- 8.6.4 The Utility shall have the right to enter upon the land of any Industrial Customer and to set up such equipment as is necessary to certify the reports submitted. It shall be the duty of the Industrial Customer to provide all necessary clearance before entry and not to unnecessarily delay or hinder the Utility in carrying out the measuring and sampling. The right of entry shall exist during any time the Industrial Customer is operating or open for business.
- 8.6.5 In cases where measurements are difficult to make, or the industrial waste composition changes frequently, or representative samples are difficult to get, or where other methods of measurement are necessitated for other sound engineering reasons as determined by the Utility, the Utility shall have the authority to use such other basis for determining such charges as shall be reliably indicative of volume and BOD, SS and NH₃-N strengths of particular industrial waste, such as, but not limited to, water purchase or usage, character of products, comparisons between the Industrial Customer data and collected data from like industries.

- 8.6.6 The cost of all tests, measurements and analyses taken by the Utility pursuant to the above Sections or otherwise shall be charged to the Industrial Customer tested in an amount equal to the actual average cost of such test, measurement or analysis as determined at the close of each Year. These costs shall be due and payable as provided in Section 8.1.
- 8.7 The Utility may make adjustments to bills for Sewage Disposal Service as described below:
- 8.7.1 If any water meter, on which a Sewage Disposal Service bill is based, shall be found to have a percentage of error greater than two percent (2%), the following provisions for the adjustment of bills shall be observed:
- 8.7.1.1 When a meter is found to have a positive average error, *i.e.*, is fast, in excess of two percent (2%), the Utility shall refund or credit the Customer's account with the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous meter test, or one (1) year, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be fast. No part of a minimum service charge shall be refunded.
- 8.7.1.2 When a meter is stopped or has a negative average error, *i.e.*, is slow, in excess of two percent (2%), the Utility will charge the Customer an amount estimated to be an average charge for one-half of the time elapsed since the previous meter test or one (1) year, whichever period is shorter. The average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be slow or stopped. Such action may be taken only in cases where the Utility is not at fault for allowing the stopped or slow meter to remain in service.
- 8.7.1.3 In the event the Customer's service is interrupted for a reason other than the act of the Customer or the condition of Customer-controlled equipment, and the service remains interrupted for more than two (2) days after being reported or found to be out of order, appropriate adjustments or refunds may be made to the Customer.
- 8.7.2 When an error is discovered in any billing or when billing is omitted, the Utility may adjust such error to the known date of error, but in any event within not more than twelve (12) Months from the date of such billing.

- 8.7.3 Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for Sewage Disposal Service, the Utility may, after estimating the volume waste:
- 8.7.3.1 Immediately disconnect water or Sewage Disposal Service without notice pursuant to Rule 9.1.3.
 - 8.7.3.2 Bill and demand immediate payment from the person benefiting from such device or scheme the actual cost of the volume of waste, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.
 - 8.7.3.3 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Utility's reasonable and customary estimate thereof.
- 8.7.4 Where a metered water supply is used for fire protection as well as for other uses, the Utility may, at its sole discretion, make adjustments in the Sewage Disposal Service charge as may be equitable. In such cases the burden of proof as to the type of water usage shall be upon the Customer. Where a metered water supply is used for fire protection only, the sewer user charge shall not apply.

9. DISCONTINUANCE OF SERVICE

- 9.1 Water and/or Sewage Disposal Services rendered under any application, contract, agreement or otherwise may be discontinued by the Utility without request by the Customer and without notice, and the Utility may remove any of its property from the Customer's Premises without legal process for any one of the following reasons:
- 9.1.1 Where a condition dangerous or hazardous to life, physical safety, or property exists.
 - 9.1.2 Upon order by any Court, the Commission, or other duly authorized public authority, or upon written instruction by a law enforcement agency acting within its jurisdiction pursuant to Indiana Code 35-45-5-4(c).
 - 9.1.3 A fraudulent or unauthorized use of Sewage Disposal Service is detected and the Utility has reasonable grounds to believe the affected Customer is responsible for such use, including when the Utility has reasonable evidence that a Customer who is indebted to the Utility for Sewage Disposal Service at his present or other location is receiving Sewage Disposal Service under the same or a different name.

- 9.1.4 Where the Utility's equipment has been tampered with and the Utility has reasonable grounds to believe that the affected Customer is responsible for such tampering.
- 9.1.5 Detection of a device or scheme which has been utilized to avoid or attempted to avoid full payment for Sewage Disposal Service as defined by Indiana Code 35-43-5-6.
- 9.1.6 The Customer fails to meet the terms of the Utility's 24-hour payment arrangement set forth in Section 11.5.
- 9.2 Water and/or Sewage Disposal Service rendered under any application, contract, agreement or otherwise may be discontinued by the Utility with notice as provided in Section 11 of these Terms and Conditions for Sewage Disposal Service for any of the following reasons:
 - 9.2.1 For failure to protect and maintain the Customer service pipe or other fixtures on the Customer's property in a condition satisfactory to the Utility, and consistent with Section 22 of these Terms and Conditions for Sewage Disposal Service and the provisions of the Indiana Plumbing Code.
 - 9.2.2 For violation of the Sewage Restrictions set forth in Sections 15, 16 and 17 of these Terms and Conditions for Sewage Disposal Service.
 - 9.2.3 For failure to provide the Utility's employees free and reasonable access to the Premises or property served, or for obstructing the way of ingress to Customer or Utility Sewer laterals, fixtures, or other appliances.
 - 9.2.4 Nonpayment of a delinquent bill.
 - 9.2.5 For failure of the Customer to make a cash deposit as provided for in Section 7 of these Terms and Conditions for Sewage Disposal Service, or failure to pay for the same class of service rendered at a different meter point, residence, or location, provided such bill has remained unpaid for at least forty-five (45) days. A Residential Service Customer shall not be disconnected for indebtedness incurred for Sewage Disposal Service at a different location if such bill has remained unpaid for less than forty-five (45) days.
 - 9.2.6 In case of vacancy of the Premises by the Customer, when no one has assumed responsibility for payment of the bill for Sewage Disposal Service to the Premises.
 - 9.2.7 For material misrepresentation in an application as to the Premises or property to be supplied service or type of service to be supplied or failure to report a change in the type of service.

- 9.2.8 When continuation of Sewage Disposal Service to the Customer creates conditions that jeopardize the integrity of the service provided to other Customers.
- 9.3 A Residential Customer may request the Utility notify a predesignated third party of a Utility Service disconnection notice issued to the Residential Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the predesignated third party, by mail, of the pending Utility Service disconnection at the time the Utility renders the disconnection notice to the Residential Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.
- 9.4 The Utility reserves the right, at any time, to temporarily discontinue Sewage Disposal Service for the purpose of making repairs or extensions. The Utility will attempt to give reasonable notice, to the extent practicable, to all owners to be affected by the discontinuance, provided, however, that the Utility is not required to give notice of discontinuance of water and/or Sewage Disposal Service under such circumstances.
- 9.5 Owners or Customers requesting temporary discontinuance of Sewage Disposal Service for repairs within their property will be charged a sum equal to the costs to the Utility for disconnecting and restoring service.
- 9.6 Discontinuance of the water or Sewage Disposal Service to a property or Premises under the provisions of these Terms and Conditions for Sewage Disposal Service shall not prevent the Utility from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due.

10. PROHIBITED DISCONNECTIONS

- 10.1 The Utility shall postpone the disconnection of water or Sewage Disposal Service for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Residential Service Customer provides the Utility with a medical statement from a licensed physician or public health official which states that a disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Residential Service Customer. The postponement of disconnection shall be continued for one additional ten (10) day period upon the provisions of an additional such medical statement.

- 10.2 The Utility may not disconnect water or Sewage Disposal Services to a Residential Service Customer: (a) Upon his or her failure to pay for the service rendered at a different metered point, residence or location if such bill has remained unpaid for less than forty-five (45) days; or (b) Upon his or her failure to pay for services to a previous occupant of the Premises to be served, unless the Utility has good reason to believe the Customer is attempting to defraud the Utility by using another name; or (c) Upon his failure to pay for a different form or class of Sewage Disposal Service.
- 10.3 The Utility may not disconnect Utility Services to the Residential Service Customer if he or she shows cause for his or her inability to pay the full amount due (financial hardship shall constitute cause) and (a) the Customer pays a reasonable portion (not to exceed \$10.00 or one tenth of the bill, whichever is less, unless the Customer agrees to a greater portion) of the bill; and (b) he or she agrees to pay the remainder of the outstanding bill within three (3) Months; and (c) he or she agrees to pay all undisputed future bills for service as they become due, and (d) he or she has not breached a similar agreement with the Utility made pursuant to this rule within the past twelve (12) Months. Such agreement shall be put in writing. The Utility may add to the Customer's outstanding bill a late payment charge in the amount prescribed in the schedule set forth in Appendix A.
- 10.4 If a Customer is unable to pay a bill, which is unusually large due to prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two (2) Months, stopped or slow water meter, or any human or mechanical error of the Utility and the Customer (a) pays a reasonable portion of the bill, not to exceed an amount equal to the Customer's average bill for the twelve bills immediately preceding the bill in question, and (b) agrees to pay the remainder within three months, and (c) agrees to pay all undisputed future bills for service as they become due, providing such agreement is put in writing.
- 10.5 The Utility shall not add to the outstanding bill referred to in the preceding rule any late fee.
- 10.6 If a Customer requests a review pursuant to the Rules and Regulations of the Commission's Rules, the Utility will disconnect only as provided in Section 14.3 of these Terms and Conditions for Sewage Disposal Service.
- 10.7 The Utility shall disconnect water or Sewage Disposal Services only between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time. Disconnections pursuant to Section 9.1 are not subject to this limitation.
- 10.8 The Utility shall not disconnect water or Sewage Disposal Service for nonpayment on any day on which the Utility office is closed to the public, or after 12:00 noon of the day immediately preceding any day when the Utility office is not open to the public.

11. NOTICE OF DISCONNECTION

- 11.1 Except as otherwise provided by these Terms and Conditions for Sewage Disposal Service, water and/or Sewage Disposal Service to any Nonindustrial Customer shall not be disconnected for a violation of these Terms and Conditions for Sewage Disposal Service or for the nonpayment of a bill, except after fourteen (14) days prior written notice to the Customer by either:
 - 11.1.1 Mailing the notice to such Residential Service Customer at the address shown on the records of the Utility; or
 - 11.1.2 Personal delivery of the notice to the Residential Service Customer or a responsible member of his or her household at the address shown on the records of the Utility. No disconnect notice for nonpayment may be rendered by the Utility prior to the date on which the account becomes delinquent.
- 11.2 The language of a disconnect notice must be clear, concise and easily understandable to a layman and shall state in separately numbered large type or printed paragraphs:
 - 11.2.1 The date of the proposed disconnection;
 - 11.2.2 The specific actual basis and reason for the proposed disconnection;
 - 11.2.3 The telephone number of the Utility office at which the Customer may call during regular business hours in order to question the proposed disconnection or seek information concerning his or her rights; and
 - 11.2.4 A reference to these Terms and Conditions for Sewage Disposal Service furnished to the Customer for information as to the Customer's rights.
- 11.3 Immediately preceding the actual disconnection of Utility Services, the employee of the Utility designated to perform such function shall make a reasonable attempt to identify himself to the Customer or any other responsible person then upon the Premises and shall make a record thereof to be maintained for at least thirty (30) days.
- 11.4 The employee shall have in his or her possession information sufficient to enable him or her to inform the Customer or other responsible person of the reason for the disconnection, including the amount of any delinquent bill of the Customer, and shall request from the Customer any available verification that the outstanding bill has been satisfied or is currently in dispute pursuant to review under the Commission's Rules. Upon the presentation of such credible evidence, service shall not be disconnected.

- 11.5 The employee is not required to, but may, accept payment from the Customer or other responsible person or offer the Utility's 24 hour payment arrangement in order to prevent Utility Services from being disconnected. The Customer may make payment to the Utility at its office in order to prevent Utility Services from being disconnected, and the Customer will be so informed.
- 11.6 When the employee has disconnected Utility Services, he or she shall give a responsible person on the Premises, or if no one is at home, shall leave at a conspicuous place on the Premises, a notice stating which Utility Services have been disconnected and stating the address or telephone number of the Utility where the Customer may arrange to have the Utility Services reconnected.

12. RECONNECTION OF SERVICE

- 12.1 In the event a Customer is not served by a public water supply, or water used is not completely metered, restoration of Sewage Disposal Service or reconnection of a Customer Sewer lateral connection will be made at the Utility's discretion after the Customer has:
- 12.1.1 Paid all unpaid bills for Sewage Disposal Service;
- 12.1.2 Made a deposit to ensure future payment of Sewage Disposal Service bills;
- 12.1.3 Reimbursed the Utility for any labor, material and associated restoration costs involved in disconnecting and reconnecting Sewage Disposal Service (which disconnection and reconnection charges are set forth in Appendix A); and
- 12.1.4 Corrected any condition found in violation of any applicable provision of these Terms and Conditions for Sewage Disposal Service.

13. INTERRUPTION OF SERVICE

- 13.1 Whenever the service is intentionally interrupted for any purpose, such interruption shall, except in emergencies, be at a time during regular working hours of the Utility which will cause the least inconvenience to Customers. Customers who will be affected by such interruption shall, to the extent practical, be notified in advance.

14. COMPLAINTS AND REVIEW

- 14.1 A Customer may complain at any time to the Utility about the amount of any Utility Services bill, security deposit, disconnection notice, or any other matter relating to its Utility Services and may request a conference thereon provided there is no Utility Services bill which is delinquent at that time. Such complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Utility at its business offices. A complaint shall be considered filed upon receipt by the Utility, except mailed complaints shall be considered filed as of the postmark date. In making a complaint and/or request for conference, the Customer shall state at a minimum, his name, service address, and the general nature of this complaint. Upon receiving each such complaint or request for conference, the Utility:
- 14.1.1 Shall promptly, thoroughly and completely investigate such complaint, confer with the Customer of the results and send a written notice to the Customer of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint.
- 14.1.2 The written notification shall advise the Customer that he or she may, within seven (7) days following the date in which such notification is mailed, request a review of such proposed disposition by the Commission.
- 14.2 If the Customer is dissatisfied with the Utility's proposed disposition of the complaint, and submits in writing, within seven (7) days following the date on which notification from the Utility is mailed, a request that the Commission informally review the disputed issue and the Utility's proposed disposition thereof. Such request shall certify that the Customer has also sent a copy of his or her request for review to the Utility. Upon receiving a copy of such request, the Commission will provide an informal review within twenty-one (21) days. The review shall consist of not less than a prompt and thorough investigation of the dispute and shall result in a written decision to be mailed to the Customer and the Utility within thirty (30) days after its receipt of the Customer's request. Upon request by either party or the Commission, the parties shall be required to meet and confer to the extent and at such place as the Commission may consider appropriate.
- 14.3 If the Customer is receiving Utility Services at the time the complaint and/or request for conference is received by the Utility, his or her Utility Services shall not be disconnected, except for nonpayment of his or her Utility Services bill, until ten (10) days have elapsed from the date of mailing of the notification of the Utility's proposed disposition of his or her complaint. Provided, however, that if a review by the Commission of the Utility's proposed disposition of the complaint is requested by the Customer within seven (7) days after the mailing of such proposed disposition of the complaint, the Utility shall not disconnect the Customer's Utility Services until at least three (3) days have elapsed from the date of mailing of the Commission's decision upon and pursuant to such review if the Customer who has requested such review has paid and continues to pay all future undisputed Utility Services bills prior to their becoming delinquent.

- 14.4 In those instances when the Customer and the Utility cannot agree as to what portion of a Utility Services bill is undisputed, it shall be sufficient that the Customer pay on the disputed bill an amount equal to his average bill for twelve (12) Months immediately preceding the disputed bill except in those cases where the Customer has received fewer than twelve (12) bills, in which event the Customer shall pay an amount equal to 1/12 of the estimated annual cost of service to be rendered to the Customer.
- 14.5 The Utility will keep a written record of complaints and requests for conference. Such written records will be made available at the office of the Utility upon request by the concerned Customer, his or her agent possessing written authorization or the Commission.

15. PROHIBITION AGAINST CLEAR WATER DISCHARGES

- 15.1 Except as specifically provided in this Section, no person shall cause or allow the connection of a Building Sewer to the Sewage Disposal System or other Building Sewer when such Building Sewer has any of the following sources of clear water connected to it:
- 15.1.1 Foundation/footing drains;
 - 15.1.2 Sump pumps with Foundation Drains connected;
 - 15.1.3 Roof drains;
 - 15.1.4 Heat Pump Discharge;
 - 15.1.5 Cooling Water; or
 - 15.1.6 Any other sources of clear water.
- 15.2 In addition to any other provision provided herein, any person found violating any provision listed in Section 15.1 above may be required to correct such connections at his expense.
- 15.3 In the event an industrial or commercial entity finds it necessary to discharge clear water consisting of Cooling Water and/or steam condensate into the Sewage Disposal System and the Sewage Disposal System has capacity to receive such clear water without affecting existing or future Customers, the Utility may enter into an agreement for such discharge that will define a merging system and any other requirement deemed necessary to measure the flow. The rate for such discharge shall be calculated as set forth in the Utility's applicable Rate Schedules.

16. DEWATERING DISCHARGE

- 16.1 No person shall discharge the water resulting from dewatering activity to the Sewage Disposal System, whether such activity is temporary or permanent, without a valid connection permit issued by the Utility. As a condition to the issuance of a permit, the Applicant shall install, maintain and operate at the Customer's expense a metering device to measure the flow associated with such discharge.
- 16.2 Based upon the volumes determined by the measurements, the Customer will be charged appropriate fees as set forth in the Utility's applicable Rate Schedules.
- 16.3 The Customer shall be required to submit Monthly reports, subject to verification by the Utility, to serve as the basis for billing, with any necessary adjustments in the amount made after verification.

17. SEWAGE RESTRICTIONS

- 17.1 No person shall discharge or cause to be discharged into any sanitary Sewer any wastewater or Pollutants, which cause, threaten to cause or are capable of causing, either alone or by interaction with other substances:
- 17.1.1 Fire or explosion hazard;
 - 17.1.2 Corrosive structural damage to the Sewage Disposal System, but in no case water with a pH lower than 5.0 or higher than 12.0;
 - 17.1.3 Obstruction to the flow in the Sewers or other disruption to the proper operation of the Sewage Disposal System;
 - 17.1.4 An Interference; or
 - 17.1.5 A Pass-through.
- 17.2 No person shall discharge or cause to be discharged any of the following described waters or wastes into any sanitary Sewer:
- 17.2.1 A Slug or a flow rate and/or Pollutant discharge rate which is excessive over a relatively short time period so that there is a treatment process Upset and subsequent loss of treatment efficiency;

- 17.2.2 Heat in amounts which will inhibit biological activity at the wastewater treatment plant but in no case greater than sixty (60) degrees centigrade (one hundred forty (140) degrees Fahrenheit) or heat in such quantities that the temperature at the wastewater treatment plant exceeds forty (40) degrees centigrade (one hundred four (104) degrees Fahrenheit);
- 17.2.3 Any wastewater containing toxic Pollutants or any discharge which could result in toxic gases, fumes or vapors in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the Sewage Disposal System, or to exceed applicable categorical pretreatment standards;
- 17.2.4 A wastewater with a closed cup flash point of less than one hundred forty (140) degrees Fahrenheit or any liquids, solids or gases which, by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious or hazardous in any other way to the Sewage Disposal System or to the operation of the wastewater treatment plant. At no time shall a discharge cause a reading on a meter capable of reading L.E.L. (lower explosive limit) to be greater than ten (10) percent at the point of discharge to the Sewage Disposal System or at any point in the Sewage Disposal System;
- 17.2.5 Any noxious or malodorous liquids, gases or solids which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the Sewers for maintenance and repair;
- 17.2.6 Solid or viscous substances and/or other Pollutants which may cause obstruction to the flow in a Sewer or other Interference with the operation of the Sewage Disposal System such as, but not limited to, grease, Garbage other than Properly Shredded Garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes, or tumbling and deburring stones;
- 17.2.7 Any substance which may cause the Sewage Disposal System's effluent or any other product of the wastewater works such as residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the Sewage Disposal System cause the Sewage Disposal System to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under section 405 of the Federal Water Pollution Control Act;

- 17.2.8 Any substance which will cause the Sewage Disposal System to violate its NPDES permit or the receiving stream's water quality standards;
 - 17.2.9 Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes, inks and vegetable tanning solutions;
 - 17.2.10 Any wastewater containing Radioactive Material above limits contained in regulations, licenses or orders issued by the appropriate authority having control over their use. The disposal of any licensed Radioactive Material must meet applicable local, state or federal requirements;
 - 17.2.11 Any wastewater containing a total petroleum hydrocarbons concentration as determined by a procedure deemed appropriate by the Utility in excess of two hundred (200) mg/l. This limitation shall apply at the point of discharge to the Sewage Disposal System and is the maximum concentration allowed in any single grab sample collected from the waste stream;
 - 17.2.12 Any gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, carbides, hydrides, stoddard solvents, sulfides, epoxides, esters, amines, polynuclear aromatic hydrocarbons, pyridines, new and used motor oil, or antifreeze, except at concentrations which do not exceed levels of such substances which are routinely present in the normal wastewater discharge and do not otherwise violate the conditions of an industrial discharge permit or a special agreement; or
 - 17.2.13 Polychlorinated biphenyls (PCBs) in any detectable concentrations.
- 17.3 No person shall discharge or cause to be discharged a wastewater which has a twenty-four-hour composite value in excess of the values shown below:

Pollutant	Maximum Allowable Concentration 24-Hour Composite Sample Value (mg/l)
Arsenic	4.0
Cadmium	1.2
Chromium (total)	24.0
Chromium (hex)	3.4
Copper	2.2
Cyanide (amenable)	0.4
Lead	4.7
Nickel	7.3
Phenol	46.0
Pentachlorophenol	0.012
Zinc	38.0
Mercury	0.025
Silver	4.2

17.4 The limitations set forth in Section 17.3 apply at the point of discharge to the Sewage Disposal System. The limitations for amenable cyanide, total cyanide and phenols apply to twenty-four-hour composite samples only in those cases where the composite sample is preserved according to EPA approved methods prior to collection. Otherwise, the values set forth for amenable cyanide, total cyanide and phenols or, with the approval of the Utility, any other listed Pollutants shall apply to an instantaneous grab sample taken during prevailing discharge conditions and representative of the facility's discharge in general. The limitations and requirements imposed in Sections 17.1 and 17.2 apply at the point of discharge to the Sewage Disposal System unless specified otherwise.

17.5 No Customer shall change substantially the character or volume of the Pollutants discharged to the Sewage Disposal System without prior notification to the Utility.

18. REQUIRED INSTALLATION OF FOOD WASTE DISPOSER

18.1 An electrically driven grinder capable of reducing Garbage so that it can be accommodated by the Utility's Sewage Disposal System shall be installed in the following Premises, if such Premises are connected to the Utility's Sewage Disposal System:

- 18.1.1 Every newly constructed Premises containing a kitchen; and
- 18.1.2 Every Premises in which a kitchen is added; and
- 18.1.3 Every Premises where construction of a value in excess of two thousand dollars (\$2,000.00), for which a building permit is required, is accomplished on a kitchen; and
- 18.1.4 Every Premises where construction of a value in excess of five hundred dollars (\$500.00), for which a building permit is required, is accomplished on the plumbing system of a kitchen.

19. GREASE INTERCEPTOR

- 19.1 A grease interceptor shall be installed in the waste line leading from sinks, drains and other fixtures or equipment in restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, factories or school kitchens; or other establishments where grease may be introduced into the drainage or sewage system in quantities that can affect line stoppage or hinder sewage treatment. The characteristics, size and method of installation of the grease interceptor shall meet the requirements imposed by the Indiana Fire Prevention and Building Safety Commission and shall be reviewed and approved by the Utility prior to the commencement of installation. Approval of proposed facilities or equipment does not relieve the person of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose. A grease interceptor is not required for individual dwelling units or for any private living quarters.
- 19.2 Where installed, all grease interceptors shall be maintained by the Customer, at his or her sole expense, in continuously efficient operation at all times.
- 19.3 The Customer shall provide evidence, such as invoices, that grease interceptors are cleaned and maintained regularly. This evidence shall be sent to the Utility at least annually. The Utility may discontinue water and/or Sewage Disposal Service to customers for their refusal to provide evidence that the grease interceptor has been cleaned and regularly maintained.

20. INDUSTRIAL CUSTOMER WASTE DISCHARGE

- 20.1 Neither the Applicant, Customer nor any occupant of the property or Premises shall discharge, or cause to be discharged, into the service pipe or into the collection Sewer any "industrial wastes" consisting of solids, liquids or gaseous wastes resulting from any industrial or manufacturing operation or process, or from the development of any natural resource, without first obtaining written permission for such discharge from the Utility, and from any regulatory authority or governmental unit having jurisdiction over such a discharge of wastes.

- 20.2 Where necessary in the Utility's opinion, the Applicant or Customer shall provide, at the Applicant or Customer's expense, such pretreatment as may be necessary to reduce objectionable characteristics or constituents to within the maximum limits provided for in these Terms and Conditions for Sewage Disposal Service.
- 20.3 Industrial Customers shall comply with all categorical pretreatment standards, found in 40 CFR Chapter I, Subchapter N, Parts 405-471, the pretreatment standards found in 327 IAC 5-12-6, as well as any rules and regulations adopted by Resolution of the Utility's Board in furtherance of those pretreatment standards.
- 20.4 Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at the Customer's expense.
- 20.5 Where necessary in the Utility's opinion, the Customer shall provide, at the Customer's expense, such measures as may be necessary to control the quantities and rates of discharge of waters or wastes.

21. ACCIDENTAL DISCHARGE

- 21.1 Each Industrial Customer shall provide protection from Accidental Discharge of substances identified in Section 17 of these Terms and Conditions for Sewage Disposal Service. Facilities to prevent Accidental Discharge shall be provided and maintained at the Customer's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be available to the Utility for review. No Industrial Customer who commences contribution to the Sewage Disposal System shall be permitted to introduce Pollutants into the system until Accidental Discharge procedures are available.
- 21.2 In the case of an Accidental Discharge, it is the responsibility of the Industrial Customer to immediately telephone and notify the Utility of the incident. The notification shall include:
- 21.2.1 Name of Customer;
 - 21.2.2 Location of Accidental Discharge;
 - 21.2.3 Type of waste discharged;
 - 21.2.4 Concentration and volume of waste discharged;

- 21.2.5 Corrective actions taken to minimize the impact of the discharge to the Sewage Disposal System.
 - 21.3 The Industrial Customer shall notify the Utility if it is unable to comply with any requirement of this Section because of a breakdown of its treatment equipment, accidents caused by human error, or Upsets. The notification should include the information required in Section 21.2 above.
 - 21.4 Within five (5) working days, unless extended by the Utility in writing, the Industrial Customer shall submit to the Utility a detailed written report describing the Accidental Discharge, including:
 - 21.4.1 The cause of the Accidental Discharge;
 - 21.4.2 The period of the Accidental Discharge, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
 - 21.4.3 Steps being taken and/or planned to reduce, eliminate or prevent recurrence of the Accidental Discharge.
 - 21.5 Such notification shall not relieve the Industrial Customer of any expense, loss, damage or other liability which may be incurred as a result of damage to the Sewage Disposal System or aquatic life, fish kills, or any other damage to persons or property; nor shall such notification relieve the Industrial Customer of any fines, civil penalties or other liability which may be imposed.
 - 21.6 A notice shall be permanently posted on the Industrial Customer's bulletin board or other prominent place advising affected employees whom to call in the event of an Accidental Discharge. An Industrial Customer shall ensure that all employees who may cause or suffer such an Accidental Discharge to occur are advised of the emergency notification procedure.
22. MAINTENANCE OF SERVICE PIPE CONNECTIONS
- 22.1 The Utility shall install and maintain that portion of the service pipe from the main to the boundary line of the easement, public road, or street, under which such lateral may be located, except as subsequently provided. The Customer shall "rod" and otherwise clean the Utility's portion of the service pipe serving the Customer in the event the same becomes clogged or blocked as a result of debris or waste entering such service pipe from the Customer's Premises, as a result of the Customer's actions.
 - 22.2 The Customer shall install and maintain that portion of the service pipe from the end of the Utility's portion into the Premises served.

- 22.3 The Customer shall not allow their portion of the service pipe to become broken, obstructed, inferior, defective, leaky or imperfect so that sewage or drainage escapes into surrounding soil, adjacent Premises, ground or surface water or other matter enters the Sewage Disposal System. When such conditions are discovered, the Utility reserves the right to discontinue service unless immediate repairs or replacements are made. Such replacements or repairs shall be made by, and at the expense of the Customer or Applicant. Non-compliance with the foregoing requirement exists when any connections or facilities are found by the Utility that will permit storm water, surface water, groundwater, or other non-sanitary sewage drainage to enter into the Sewage Disposal System, regardless of whether actual flow is observed.
- 22.4 The service pipe shall be as specified in the Indiana Plumbing Code. It shall be constructed of materials approved by the Utility and be installed under the inspection of the Utility.
- 22.5 If a Customer requests for his or her convenience or by his or her actions requires that Utility facilities be redesigned, re-engineered, relocated, removed, modified or reinstalled, the Utility will require the Customer to make payment of the full cost of performing such service.

23. MAIN EXTENSIONS

23.1 DEFINITIONS

The following terms as used in Section 23 of these Terms and Conditions for Sewage Disposal Service have the following meanings:

- 23.1.1 "Applicant" means a Person requesting the Main Extension in order to receive sewer utility service from the Utility.
- 23.1.2 "Completion Date of the Main Extension" means the date the Utility declares the Main Extension to be in service and releases it for Taps.
- 23.1.3 "Cost of Connecting" means the average of the Utility's costs for the same size service connection incurred during the preceding calendar year including, if provided by the Utility, the Service Pipe, Tap, and installation thereof or portions thereof; however, the Cost of Connecting shall not be applicable under Section 23 of these Terms and Conditions for Sewage Disposal Service for those portions of such cost recovered from an Applicant by the Utility in the form of a Tap or similar charge.
- 23.1.4 "Cost of the Main Extension" means the cost of installing the Main as determined in Sections 23.5 through 23.7 of these Terms and Conditions for Sewage Disposal Service.
- 23.1.5 "Customer" means a Person being supplied with sewer utility service.

- 23.1.6 "Deposit" means the amount required to be deposited by or on behalf of each Applicant or Prospective Customer for a Main Extension prior to the Utility commencing construction of the Main Extension.
- 23.1.7 "Estimated Annual Revenue" for an Applicant connecting to the Main means the Utility's average annual revenue per applicant from comparable Customers in the calendar year preceding such connection, adjusted to reflect any changes in the applicable rates and charges of the Utility for such service.
- 23.1.8 "Frontage" means the footage, ten (10) feet minimum length, of a Lot or tract (but not an easement) boundary that is parallel to or curvilinear to, and immediately adjacent to a Main Extension in a Public Thoroughfare or easement.
- 23.1.9 "Immediate Revenue Allowance" means the amount of three (3) times the Estimated Annual Revenue less the Cost of Connecting for an Applicant.
- 23.1.10 "Lot" means a parcel of land as platted, or if the area to be served is not platted, the equivalent of a parcel of land as determined in accordance with Section 23.4 of these Terms and Conditions for Sewage Disposal Service.
- 23.1.11 "Main" means a pipe owned by the Utility which connects to Service Pipes for transmitting sewage effluent.
- 23.1.12 "Main Extension" means the Mains and appurtenances installed by the Utility to provide the sewer utility service requested by or on behalf of the Applicant or Prospective Customer, but does not include the Service Pipes.
- 23.1.13 "Original Depositor" means an Applicant who enters into a Main Extension agreement and makes a Deposit with the Utility.
- 23.1.14 "Person" means an individual, firm, corporation, governmental agency, or other entity.
- 23.1.15 "Prospective Customer" means a Person who is not an Original Depositor, but whose Lot or Frontage directly abuts the Main Extension between its original beginning and its original end point.
- 23.1.16 "Public Thoroughfare" means a road, street, or way which has been dedicated for use by the public and accepted by the appropriate governmental authority.

- 23.1.17 "Refund" means the Subsequent Connector's Fees, Subsequent Connector's Revenue Allowances, and Revenue Allowances from Depositor-Authorized Connections of Lots included in the Original Depositor's Main Extension agreement that must be paid by the Utility to the Original Depositor for ten (10) years after the Completion Date of the Main Extension.
- 23.1.18 "Revenue Allowance from Depositor-Authorized Connection" means the amount of three (3) times the Estimated Annual Revenue less the Cost of Connecting that the Utility may refund to Original Depositor for connections for Lots or unplatted areas owned, controlled, or designated by the Original Depositor and does not include an Immediate Revenue Allowance.
- 23.1.19 "Service Pipe" means a sanitary sewer line leading directly from the Premises to the Main adjacent to such Premises.
- 23.1.20 "Subsequent Connector" means a Person who was not an Original Depositor but subsequently applies for sewer service and who connects to the Main within ten (10) years after the Completion Date of the Main Extension.
- 23.1.21 "Subsequent Connector's Fee" means the cash fee equal to the cost per lot of the Main Extension determined in accordance with Sections 23.4 through 23.6 of these Terms and Conditions for Sewage Disposal Service, multiplied by the number of Lots for which service is requested.
- 23.1.22 "Subsequent Connector's Revenue Allowance" means three (3) times the Estimated Annual Revenue for the Subsequent Connector less the Cost of Connecting.
- 23.1.23 "Tap" means a fitting owned by the Utility and inserted by it into a Main to which a Service Pipe is attached.
- 23.1.24 "Total Required Deposit" means the amount by which the Cost of the Main Extension exceeds the Immediate Revenue Allowance for the Original Depositor.

23.2 WRITTEN AGREEMENT

Persons desiring Main Extensions shall apply therefore in writing to the Utility. All Main Extensions require a prior written agreement between the Utility and the prospective Customer or Customers, who shall contract to connect to the Main within nine months after the completion date of the Main Extension and receive service from the Main Extension for a period not less than three years. The Utility shall extend a Main and connect the Applicant free of charge to provide the service requested if:

- 23.2.1 The Cost of the Main Extension does not exceed the Immediate Revenue Allowance for the Applicant; and
- 23.2.2 The Applicant agrees to take service within nine (9) months following the Completion Date of the Main Extension.
- 23.2.3 If the Cost of the Main Extension is greater than the free extension cost, that extension shall be made, upon receipt by the Utility of a signed agreement and a Deposit from the Applicant.
- 23.2.4 The Utility shall not be required to make Main Extensions unless the Applicants to be initially served by those extensions contract to use the service for a period of three (3) years. A bond may be required of the Applicant in this situation.
- 23.2.5 The Utility may require a special contract when: (a) the requested Main Extension is of such length and the prospective business to be developed by it is so meager as to make it doubtful whether the business from the extension would ever pay a fair return on the Utility investment involved in such extension; (b) the prospects are that the patronage and demand will not be of such permanency as to warrant the capital expenditure involved; (c) there are industrial installations requiring extensive sewer utility investment and where the demand for sewer service is expected to be slight, irregular, or of unknown quantity; or (d) there are other abnormal or extraordinary circumstances.

23.3 MAIN EXTENSION ROUTE

- 23.3.1 The Utility shall use good engineering and sewer utility practices in determining the route for all Main Extensions. Any facilities installed in connection with Main Extensions shall become the property of the Utility.
- 23.3.2 The Utility shall determine the total length of the Extension from its existing Main to serve the extension to the end of the Lot or Frontage of the most remote Applicant to be served.
- 23.3.3 If the end Lot or Frontage is a corner Lot or Frontage abutting an intersecting street in which no Main is located, the end of the new extension may not extend beyond the intersecting street corner of that Lot.
- 23.3.4 If the street in which the Main is to be laid dead ends in a cul-de-sac or appears to be permanently dead ended against a railroad, creek, river, or other major physical or natural barrier, the end point of the Main Extension, if serving the most remote Lot or Frontage, shall be the point of the most remote Service Pipe connection, which connection point shall be at least ten (10) feet beyond the Lot line.

23.4 NUMBER OF LOTS SERVED BY MAIN EXTENSION

A determination shall be made of the number of Lots to be served by the Main Extension. The determination may include only Lots which directly abut the Main Extension between its original beginning and its original end point. If any part of the Main Extension is located within an area platted or to be platted, the number of Lots shown within the plat to be served shall be included in the determination. If any part of the Main Extension is located in an unplatted area, the number of Lots to be included shall be determined by dividing the total Frontage of the Main Extension within the unplatted area on either or both sides of the Public Thoroughfare or easement in which the Main is located by one hundred (100) feet and rounded to the nearest whole number of Lots, provided either or both sides are available for future development and not restricted against usage because of limited access or other reasons. The determination of the number of Lots for a particular extension may include a combination of platted and unplatted Lots as defined in this Section. Any further Main Extension subsequently connected to the original Main Extension shall, for all purposes under Section 23 of these Terms and Conditions for Sewage Disposal Service, constitute a separate Main Extension.

23.5 MAIN EXTENSION COST

23.5.1 The Cost of the Main Extension may, as determined by the Utility, be either:

23.5.1.1 The estimated cost of the extension; or

23.5.1.2 The actual cost of a developer-installed extension.

23.5.2 For any special construction, or for any other facility involved in a Main Extension, the cost shall be the Utility's best estimate of the cost of the Main, special construction, or related facilities based upon current available information.

23.5.3 If the Utility's future extension plans require a larger Main than is reasonably necessary to serve the Applicants and Prospective Customers, the difference in the cost for the larger Main size and increased material and installation cost, if any, shall be borne by the Utility.

23.5.4 The estimated cost shall be adjusted to the actual cost by the Utility, in which event the actual cost as finally determined shall constitute the Cost of the Main Extension. If the Main Extension agreement provides for the adjustment of the estimated Cost of the Main Extension to the actual cost, the adjustment shall be made upon completion of the Main Extension. If the actual cost of the extension is less than the estimated cost, the Utility shall refund the difference to the Original Depositor as soon as the actual cost has been determined. If the actual cost of the extension exceeds the estimated cost, then the Utility shall bill the Original Depositor for, and such depositor shall pay, the difference between the estimated cost and the actual cost.

- 23.5.5 For the Main Extension, the Applicant shall be required to pay the Cost of the Main Extension, and the full gross-up any applicable state and federal taxes associated with the cost of the extension and the Applicant shall receive Refunds as provided in Section 23.9 of these Terms and Conditions for Sewage Disposal Service.

23.6 COST PER LOT

The cost per lot shall be determined by:

- 23.6.1 The total number of Lots to be served by the Main Extension divided into the Cost of the Main Extension; or
- 23.6.2 The Cost of the Main Extension shall be divided proportionately on the basis of respective Lot Frontage for all Lots to be served by the Main Extension.

23.7 TOTAL REQUIRED DEPOSIT

- 23.7.1 The Total Required Deposit for a Main Extension may either be made in a cash payment or it may be secured by an irrevocable letter of credit acceptable to the Utility and issued by a national banking association or a bank chartered under the laws of the state. The Deposit may also be secured in any other manner which is mutually acceptable to the parties and which guarantees payment of the Deposit immediately upon completion of the Main Extension.
- 23.7.2 If permitted by the Utility, the Main Extension may be installed by the developer or the developer's contractor according to the extension and installation policies of the Utility, and the actual cost of the developer-installed extension shall be considered the Total Required Deposit.
- 23.7.3 The Utility may allocate, or permit Original Depositors to allocate, the Total Required Deposit on the basis of the number of Lots, the respective Lot Frontage, or any other basis mutually acceptable to the Original Depositors.

23.8 SUBSEQUENT CONNECTOR FEE

- 23.8.1 Within ten (10) years after the Completion Date of the Main Extension, the Utility shall not permit a Subsequent Connector to connect to a Main Extension until after the Subsequent Connector has paid the required Subsequent Connector's Fee to the Utility.

- 23.8.2 Applicants for service connections for Lots in subdivision and tract developments which are included in the Original Depositor's Main Extension agreement, are not required to pay a Subsequent Connector's Fee, unless otherwise specifically provided for in the Main Extension agreement.
- 23.8.3 If a Prospective Customer with Frontage land that was unplatted on one (1) or both sides of the street at the time the Main Extension was installed later subdivides this Frontage prior to the expiration of the ten (10) years after the Completion Date of the Main Extension in such a manner that some or all Lots will not require service directly from that Main Extension, the Customer is considered to have requested another extension from that Main Extension to serve the Customer's land. The Utility in that case shall collect from the Prospective Customer prior to installing the requested second extension, a Subsequent Connector's Fee for each equivalent Lot of the Frontage land used in determining the Main Extension cost per lot and which will not be served directly by the original Main Extension.

23.9 REFUNDS

- 23.9.1 Refunds shall be paid for a period of ten (10) years after the Completion Date of the Main Extension to the Original Depositor in proportion to the respective Deposits. A Deposit shall be held by the Utility as a Customer's advance for construction. Any Deposit which is not subject to refund because of the running of the ten (10) year period shall be transferred by the Utility to contributions in aid of construction.
- 23.9.2 However, no Refunds shall be required to be made by the Utility until the number of Customers actually connected to the Main Extension equals the number of Applicants for which an Immediate Revenue Allowance was included in computing the Total Required Deposit for the Main Extension. The Refunds shall be paid annually or more frequently at regular intervals at the discretion of the Utility.
- 23.9.3 Total Refunds to any Original Depositor shall not exceed the amount of the original Deposit except in the case of a phased residential real estate development. In this situation the preliminary plat must be submitted to the Utility at the time of the first request for a Main Extension. During the ten (10) year period beginning with the completion date of the first Main Extension, the amount of any Refunds generated in excess of the Deposit made on any phase of the development must be applied against the Deposit made for any other phase of the development, so long as the total amount of Refunds to the Original Depositor shall not at any time exceed the total amount of his Deposits during the period. The Utility shall not require any Subsequent Connector's Fee which is in excess of the unrefunded balance of the aggregate of Deposits received from all Original Depositors.

- 23.9.4 The Refund shall be made by mailing the payment to the Original Depositor's last known address as shown on the books and records of the Utility. Any Refund distribution which cannot be returned to an Original Depositor after the Refund becomes due and payable must be reported as required by Indiana Code 32-17.5, et seq.

24. WASTEWATER HAULERS

- 24.1 Any disposal of wastewater into the Sewage Disposal System must be performed by a registered Wastewater Hauler as provided for by resolution of the Utility's Board. Disposal of domestic wastewater or restaurant grease trap waste generated inside or outside Marion County requires no further approval. A Wastewater Hauler disposing of industrial or commercial wastewater generated inside or outside Marion County must obtain special approval.
- 24.2 All discharging of wastewater from the Wastewater Hauler's vehicle tanks must be done at designated sites approved by the Utility. The Utility shall have the right to limit the hours of the day and the days of the week during which discharging shall be allowed. Any unpermitted discharging of wastewater into the Sewage Disposal System is prohibited unless approved by the Utility prior to discharging.
- 24.3 All Wastewater Haulers shall maintain accurate business records pertaining to wastewater hauling, and make them available to the Utility, upon request, including names, addresses, and telephone numbers of the generators of all wastewater being transported and/or disposed of, county of origin, type of waste, volume of waste, and disposal site, customer receipts required under Rule 24.4, and approvals, permits and certifications issued by federal, state and local authorities. All such records shall be retained for a minimum of three (3) years.
- 24.4 The driver of each vehicle delivered to the wastewater treatment plant site for discharging shall have dated customer receipts for each source of wastewater showing the names and addresses of the customers, the nature of the wastewater, amount of wastewater in gallons, Wastewater Hauler's name and legal business address and telephone number, and vehicle driver's name.
- 24.5 All Wastewater Haulers shall compensate the Utility for the full cost of all sampling, laboratory analysis and treatment costs. Fees shall reflect the costs associated with sampling and testing, treatment and administering the program and shall be based on a fee schedule set forth in Rate No. 4.
- 24.6 The Utility shall have a right of entry to, upon or through any Premises for purposes of inspection, measuring and sampling. This right of entry shall include, but not be limited to, any equipment necessary to conduct such inspections, measuring and sampling. It shall be the duty of the Wastewater Hauler to provide all necessary clearance before entry and not to unnecessarily delay or hinder the Utility in carrying out the inspection, measuring and sampling. The right of entry shall exist at any time.

- 24.7 All Wastewater Haulers are subject to Resolutions that may be adopted by the Board with respect to registration, discharge procedures, testing, enforcement procedures and testing.

25. UTILITY LIABILITY

- 25.1 The Utility shall not be liable for damages of any kind or character for any deficiency or failure of Sewage Disposal Service, for the blockage or breaking or Sewer overload of any collection Sewer, wherever located, for any deficiency in any Utility or Customer lateral, attachment or fixtures to any collection Sewer, or any other facility used by the Utility, or for any other interruption of Sewage Disposal Service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Utility. The Utility shall not be liable for any damage to any property caused by any of the foregoing reasons or for any other cause beyond the reasonable control of the Utility.
- 25.2 The Utility shall not be held liable for any failure or delay in performing any of the things undertaken by it under any service contract when such failure or delay is caused by strike, acts of God, unavoidable accident, or other contingencies beyond its control, and in no manner due to its fault, neglect, or omission. Nor shall Utility be liable for damage caused by interruption in, or failure of service, or by sewage disposal escaping from piping on Customer's property.
- 25.3 The Utility shall not be liable for the failure, interruption or malfunction, including backup, of its system and service caused by flood, earthquake, high water, war, riot, or civil commotion, vandalism, acts of others, or acts or failure of action of any local governmental authority to enforce or provide proper surface drainage or ditches for surface runoff, or other circumstance over which Utility has no control, where the Utility has used reasonable care in installing and maintaining its system in accordance with acceptable standards in the sewer utility business.

26. INCORPORATION BY REFERENCE

- 26.1 All laws of the United States of America, including the Environmental Protection Agency, the State of Indiana, Rules and Regulations of the Indiana Utility Regulatory Commission and Ordinances of the City of Indianapolis applicable to the rendering of Sewage Disposal Service in the City of Indianapolis, Marion County, Indiana and contiguous areas are hereby incorporated herein by reference.

Tab 5

APPENDIX A

MISCELLANEOUS SERVICE CHARGES

APPLICABILITY:

This schedule applies to all Citizens Waterworks ("Utility") Customers.

SPECIAL PROVISIONS:

Incorporated herein, and made part of this rate schedule, are the Terms and Conditions for Water Service, as amended from time to time. Capitalized terms used in this rate schedule are defined in the Terms and Conditions for Water Service.

1. SYSTEM DEVELOPMENT CHARGE:

Each Customer shall pay a System Development Charge based upon the size of the Meter installed upon tapping onto the water system, as follows:

5/8 inch connection	\$1,200.00
3/4 inch connection	1,800.00
1 inch connection	3,000.00
1 1/2 inch connection	6,000.00
2 inch connection	9,600.00
3 inch connection	18,000.00
4 inch connection	30,000.00
6 inch connection	60,000.00
8 inch connection	96,000.00
10 inch connection	138,000.00

2. ESTABLISH ACCOUNT AND INSTALL METER:

Each Customer shall pay a fee for establishing an account and installing a Meter, based upon the size of the Meter installed, as follows:

<u>Meter Size</u>	
5/8 or 3/4 inch meter	\$19.00
1 inch meter	68.00
1 1/2 inch meter	81.00
2 inch meter	95.00
3 inch meter	160.00
4 inch meter	200.00
6 inch meter	337.00

MISCELLANEOUS SERVICE CHARGES (Cont'd)

3. **SPECIAL METER READ AT CUSTOMER REQUEST** \$16.00 per request

4. ~~**MONTHLY METER READ AT CUSTOMER REQUEST**~~ ~~\$2.45 per month~~

5. —

6.4. **METER TEST AT CUSTOMER REQUEST WITHIN
36 MONTHS OF FIRST TEST** \$58.00 per request

7.5. **MULTIPLE METER AGGREGATED BILLING** \$0.75 per meter
per month in excess of one

8.6. **TEMPORARY HYDRANT CONNECTION**
(exclusive of water consumption) \$50.00 per connection

9.7. **TEMPORARY HYDRANT METER DEPOSIT** \$50.00 per meter

10.8. **SWIMMING POOL FILLING SERVICE**
(exclusive of water consumption)

Pools with 40,000 gallons or less \$211.00

Pools with 40,000 gallons or more \$211.00 plus \$2.81
for each 1,000 gallons
over 40,000 gallons

109. AREA RATE SURCHARGES:

The Area Rate Surcharges apply to Customers receiving water service through a Main extension installed under the Utility's Rule 12.16. The Area Rate Surcharges are in addition to the rates and charges under rate schedule Metered Water Service.

Area Rate Tap Fee \$200.00

Secondary Connector Fee \$500.00

Monthly Area Rate Surcharge:

The Monthly Area Rate Surcharge will be determined by dividing the Main extension cost by the number of potential Customers in the designated area and dividing the resulting remainder by no fewer than 120 months.

Citizens Waterworks
2020 North Meridian Street
Indianapolis, Indiana 46202

Original Page No. 201C

MISCELLANEOUS SERVICE CHARGES (Cont'd)

104.PRIVATE FIRE PROTECTION SERVICE CONNECTION CHARGES:

Establish Account and Install Fire Meter	\$827.00
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Establish Account and Turn on Unmetered Fire Line	
New installation or modification of existing installation	\$150.00
Turn on only	79.00

APPENDIX B

NON-RECURRING CHARGES

APPLICABILITY:

This schedule applies to all Citizens Waterworks ("Utility") Customers.

SPECIAL PROVISIONS:

Incorporated herein, and made part of this rate schedule, are the Terms and Conditions for Water Service, as amended from time to time. Capitalized terms used in this rate schedule are defined in the Terms and Conditions for Water Service.

1. LATE PAYMENT CHARGE: 10% of first \$3.00
3% of excess

All bills for Utility Services Metered Water Service and Private Fire Protection Service not paid within seventeen (17) days from the due-date the bill is mailed thereof, as stated in such bills, shall be subject to the Late Payment Charge of ten percent (10%) of the first three dollars (\$3.00) of water service charges and three percent (3%) on the amount in excess of over three dollars (\$3.00).

2. DELINQUENT ACCOUNT COLLECTION CHARGE: \$142.00 per visit

A single charge may be made for each making a visit to the Customer's Premises to collect a delinquent account for applicable Utility Services.

3. RECONNECTION CHARGE: \$25.00 per reconnection

In addition to the cost of excavation, after any water service is discontinued to any Customer serviced by the Utility for any reason, whether at the request of the Customer, or because of failure to pay water or sewage disposal service bills, there shall be imposed a charge for turning on the water service.

4. BAD-RETURNED CHECK CHARGE: \$11.00 per returned check

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11) imposed a charge to cover the cost the Utility incurs to re-process the original transaction.

5. LATE REPORTING OF TEMPORARY HYDRANT
METER WATER USAGE \$25.00 per occurrence

6. USAGE INFORMATION CHARGE: \$18.00 per customer usage
Summary per Meter

A summary of Customer usage by Meter for the most recent twenty-four (24) month period may be accessed at

Citizens Waterworks
2020 North Meridian Street
Indianapolis, Indiana 46202

Original Page No. 202

www.citizensenergygroup.com. A Usage Information Charge shall be assessed to the Customer for requests for usage summary by Meter beyond the twenty-four (24) month period.

Current rates effective pursuant to
I.U.R.C. Order in Cause No. 43936

Effective: August 26, 2011

Citizens Waterworks
2020 North Meridian Street
Indianapolis, Indiana 46202

Original Page No. 202B

NON-RECURRING CHARGES (Cont'd)

7. DAMAGED METER REPLACEMENT:

	<u>Charge per Meter Replaced</u>
5/8 inch meter	\$49.00
3/4 inch meter	70.00
1 inch meter	133.00
Over 1 inch meter	Cost of time and materials

APPENDIX A

MISCELLANEOUS SERVICE CHARGES

APPLICABILITY:

This schedule applies to all Citizens Water ("Utility") Customers.

SPECIAL PROVISIONS:

Incorporated herein, and made part of this rate schedule, are the Terms and Conditions for Water Service, as amended from time to time. Capitalized terms used in this rate schedule are defined in the Terms and Conditions for Water Service.

1. SYSTEM DEVELOPMENT CHARGE:

Each Customer shall pay a System Development Charge based upon the size of the Meter installed upon tapping onto the water system, as follows:

5/8	inch connection	\$1,200.00
3/4	inch connection	1,800.00
1	inch connection	3,000.00
1 ½	inch connection	6,000.00
2	inch connection	9,600.00
3	inch connection	18,000.00
4	inch connection	30,000.00
6	inch connection	60,000.00
8	inch connection	96,000.00
10	inch connection	138,000.00

2. ESTABLISH ACCOUNT AND INSTALL METER:

Each Customer shall pay a fee for establishing an account and installing a Meter, based upon the size of the Meter installed, as follows:

<u>Meter Size</u>		
5/8 or 3/4	inch meter	\$19.00
1	inch meter	68.00
1 ½	inch meter	81.00
2	inch meter	95.00
3	inch meter	160.00
4	inch meter	200.00
6	inch meter	337.00

MISCELLANEOUS SERVICE CHARGES (Cont'd)

- | | |
|--|---|
| 3. <u>SPECIAL METER READ AT CUSTOMER REQUEST</u> | \$16.00 per request |
| 4. <u>METER TEST AT CUSTOMER REQUEST WITHIN
36 MONTHS OF FIRST TEST</u> | \$58.00 per request |
| 5. <u>MULTIPLE METER AGGREGATED BILLING</u> | \$0.75 per meter
per month in excess of one |
| 6. <u>TEMPORARY HYDRANT CONNECTION</u>
(exclusive of water consumption) | \$50.00 per connection |
| 7. <u>TEMPORARY HYDRANT METER DEPOSIT</u> | \$50.00 per meter |
| 8. <u>SWIMMING POOL FILLING SERVICE</u>
(exclusive of water consumption) | |
| Pools with 40,000 gallons or less | \$211.00 |
| Pools with 40,000 gallons or more | \$211.00 plus \$2.81
for each 1,000 gallons
over 40,000 gallons |
| 9. <u>AREA RATE SURCHARGES:</u> | |

The Area Rate Surcharges apply to Customers receiving water service through a Main extension installed under the Utility's Rule 12.16. The Area Rate Surcharges are in addition to the rates and charges under rate schedule Metered Water Service.

Area Rate Tap Fee	\$200.00
Secondary Connector Fee	\$500.00
Monthly Area Rate Surcharge:	

The Monthly Area Rate Surcharge will be determined by dividing the Main extension cost by the number of potential Customers in the designated area and dividing the resulting remainder by no fewer than 120 months.

MISCELLANEOUS SERVICE CHARGES (Cont'd)

10. PRIVATE FIRE PROTECTION SERVICE CONNECTION CHARGES:

Establish Account and Install Fire Meter	\$827.00
Establish Account and Turn on Unmetered Fire Line	
New installation or modification of existing installation	\$150.00
Turn on only	79.00

APPENDIX B

NON-RECURRING CHARGES

APPLICABILITY:

This schedule applies to all Citizens Water ("Utility") Customers.

SPECIAL PROVISIONS:

Incorporated herein, and made part of this rate schedule, are the Terms and Conditions for Water Service, as amended from time to time. Capitalized terms used in this rate schedule are defined in the Terms and Conditions for Water Service.

1. **LATE PAYMENT CHARGE:** 10% of first \$3.00
3% of excess

All bills for Utility Services and Private Fire Protection Service not paid within seventeen (17) days from the date the bill is mailed, shall be subject to the Late Payment Charge of ten percent (10%) of the first three dollars (\$3.00) of water service charges and three percent (3%) on the amount in excess of three dollars (\$3.00).

2. **DELINQUENT ACCOUNT COLLECTION CHARGE:** \$14.00 per visit
A single charge may be made for each visit to the Customer's Premises to collect a delinquent account for applicable Utility Services.

3. **RECONNECTION CHARGE:** \$25.00 per reconnection

In addition to the cost of excavation, after any water service is discontinued to any Customer serviced by the Utility for any reason, whether at the request of the Customer, or because of failure to pay water or sewage disposal service bills, there shall be imposed a charge for turning on the water service.

4. **RETURNED CHECK CHARGE:** \$11.00 per returned check

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11) to cover the cost the Utility incurs to re-process the original transaction.

5. **LATE REPORTING OF TEMPORARY HYDRANT
METER WATER USAGE** \$25.00 per occurrence

6. **USAGE INFORMATION CHARGE:** \$18.00 per customer usage
Summary per Meter

A summary of Customer usage by Meter for the most recent twenty-four (24) month period may be accessed at www.citizensenergygroup.com. A Usage Information Charge shall be assessed to the Customer for requests for usage summary by Meter beyond the twenty-four (24) month period.

Citizens Water
2020 North Meridian Street
Indianapolis, Indiana 46202

First Revised Page No. 202B
Superseding Original Page No. 202B

NON-RECURRING CHARGES (Cont'd)

7. DAMAGED METER REPLACEMENT:

		<u>Charge per Meter Replaced</u>
5/8	inch meter	\$49.00
3/4	inch meter	70.00
1	inch meter	133.00
Over 1	inch meter	Cost of time and materials

Tab 6

APPENDIX A

MISCELLANEOUS NONRECURRING CHARGES

1. INDUSTRIAL CUSTOMER LATE REPORTING CHARGE

In the event that an Industrial Customer fails to submit the report required under Section 87 of the Utility's Terms and Conditions for Sewage Disposal Service by the twenty-fifth (25th) day of the following Month, the Industrial Customer shall pay late reporting charges according to the following schedule:

Late Reports Filed in any Year	Charge
First late report	No charge
Second late report	No charge
Each subsequent late report	\$100.00

2. LATE PAYMENT CHARGE

A ~~Sewage Disposal~~Utility Services bill that has remained unpaid for a period of more than seventeen (17) days following the mailing of the bill shall be considered delinquent in accordance with Section 85 of the Utility's Terms and Conditions for Sewage Disposal Service. In such event, a Late Payment Charge will be added to the Utility Services bill in the amount of ten percent (10%) of the first three dollars (\$3.00) of Sewage Disposal Service and three percent (3%) on the amount in excess of three dollars (\$3.00).

3. DELINQUENT ACCOUNT COLLECTION CHARGE

A charge may be made for each visit~~making a call~~ to the Customer's Premises to collect a delinquent Utility Services account. Such charge to the Customer shall be fourteen dollars (\$14.00).

4. RECONNECTION CHARGE

When Sewage Disposal Service is turned off for non-payment of a bill, or for any reason beyond the control of the Utility, and a reconnection of Sewage Disposal Service is required by any one Customer, a charge will be made by the Utility to cover the cost of discontinuance and reconnection of service; such charge shall be forty-four dollars (\$44.00) per Meter or Customer. The Customer shall pay the Reconnection Charge, along with any Sewage Disposal Service arrears due, and comply with all other requirements set forth in Section 12 of the Utility's Terms and Conditions for Sewage Disposal Service before Sewage~~er Disposal~~ sService will be reconnected.

5. RETURNED CHECK CHARGE

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11.00) per check to cover the cost the Utility incurs to re-process the original transaction.

6. RATE FOR TEMPORARY USERS

Sewage Disposal Service furnished to temporary users, such as contractors, shall be charged on the basis of schedules set forth in Rate 1 or Rate 2 depending on the characteristics of the temporary user. The amount of usage

shall be estimated and established by the Utility before service is rendered.

CWA Authority, Inc.

2020 North Meridian Street

Indianapolis, Indiana 46202

Original Page No. 301B

MISCELLANEOUS NONRECURRING CHARGES (Cont'd.)

7. USAGE INFORMATION CHARGE

A summary of Customer usage by meter for the most recent twenty-four (24) month period may be accessed at www.citizensenergygroup.com. A Usage Information Charge shall be assessed to the Customer for requests for usage summary by meter beyond the twenty-four (24) month period will be billed to the Customer. Such charge to the Customer shall be eighteen dollars (\$18.00) per customer usage summary per meter.

APPENDIX A

MISCELLANEOUS NONRECURRING CHARGES

1. INDUSTRIAL CUSTOMER LATE REPORTING CHARGE

In the event that an Industrial Customer fails to submit the report required under Section 8 of the Utility's Terms and Conditions for Sewage Disposal Service by the twenty-fifth (25th) day of the following Month, the Industrial Customer shall pay late reporting charges according to the following schedule:

Late Reports Filed in any Year	Charge
First late report	No charge
Second late report	No charge
Each subsequent late report	\$100.00

2. LATE PAYMENT CHARGE

A Utility Services bill that has remained unpaid for a period of more than seventeen (17) days following the mailing of the bill shall be considered delinquent in accordance with Section 8 of the Utility's Terms and Conditions for Sewage Disposal Service. In such event, a Late Payment Charge will be added to the Utility Services bill in the amount of ten percent (10%) of the first three dollars (\$3.00) of Sewage Disposal Service and three percent (3%) on the amount in excess of three dollars (\$3.00).

3. DELINQUENT ACCOUNT COLLECTION CHARGE

A charge may be made for each visit to the Customer's Premises to collect a delinquent Utility Services account. Such charge to the Customer shall be fourteen dollars (\$14.00).

4. RECONNECTION CHARGE

When Sewage Disposal Service is turned off for non-payment of a bill, or for any reason beyond the control of the Utility, and a reconnection of Sewage Disposal Service is required by any one Customer, a charge will be made by the Utility to cover the cost of discontinuance and reconnection of service; such charge shall be forty-four dollars (\$44.00) per Meter or Customer. The Customer shall pay the Reconnection Charge, along with any Sewage Disposal Service arrears due, and comply with all other requirements set forth in Section 12 of the Utility's Terms and Conditions for Sewage Disposal Service before Sewage Disposal Service will be reconnected.

5. RETURNED CHECK CHARGE

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11.00) per check to cover the cost the Utility incurs to re-process the original transaction.

6. RATE FOR TEMPORARY USERS

Sewage Disposal Service furnished to temporary users, such as contractors, shall be charged on the basis of schedules set forth in Rate 1 or Rate 2 depending on the characteristics of the temporary user. The amount of usage shall be estimated and established by the Utility before service is rendered.

MISCELLANEOUS NONRECURRING CHARGES (Cont'd.)

7. USAGE INFORMATION CHARGE

A summary of Customer usage by meter for the most recent twenty-four (24) month period may be accessed at www.citizensenergygroup.com. A Usage Information Charge shall be assessed to the Customer for requests for usage summary by meter beyond the twenty-four (24) month period. Such charge to the Customer shall be eighteen dollars (\$18.00) per customer usage summary per meter.