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

Daniel C. Appel
President of
Board of Directors

Jeffrey A. Harrison
President, and
Chief Executive Officer

TABLE OF CONTENTS

		Page Number
1	Definitions	4 - 8
2	Application of Tariff	9
3	Commencement of Service	9 - 13
4	Deposits	13 - 15
5	Billing and Payment of Bills	15 - 18
6	Discontinuance / Reconnection of Service	19 - 23
7	Meters	23 - 25
8	Responsibility for Service	25
9	Complaint Procedure	26
10	Main Extensions	27 - 34
11	Sewer Construction Requirements	34
12	Mandatory Inspection and Right of Entry	34 - 35
13	Interruption of Service	35
14	Prohibition Against Clear Water Discharges	35
15	Dewatering Discharge	36
16	Sewage Restrictions	36 - 39
17	Required Installation of Food Waste Disposer	39
18	Grease Interceptor	39
19	Industrial Customer or Self-Reporting Customer Waste Discharge	40
20	Accidental Discharge	40 - 41
21	Maintenance of Building Sewer Connections	41 - 42
22	Wastewater Haulers	42 - 43
23	Incorporation by Reference	43

Active Available Sewer Rates

		Page Number
Rate No. 1	Nonindustrial Sewage Disposal Service	101 – 101A
Rate No. 2	Industrial Sewage Disposal Service	102 – 102A
Rate No. 3	Fats, Oil, and Grease Charge	103
Rate No. 4	Septic and Grease Hauler Rates	104
Rate No. 5	Self-Reporting Sewage Disposal Service	105 – 105A

Riders

		Page Number
Rider A	Environmental Compliance Plan Recovery Mechanism	201
Rider B	System Integrity Adjustment	202

Appendices

		Page Number
A	Non-recurring Charges	301 – 301A
B	Miscellaneous Fees	302

RULES
APPLICATION

The terms and conditions for service, as set forth here and as amended and supplemented from time to time, shall govern all Sewage Disposal Service rendered or to be rendered by the Utility. They shall be binding upon every Customer and the Utility, and shall constitute a part of the terms and conditions of every contract for Sewage Disposal Service.

1. DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used in any Rule 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 Rule 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^{o}C, (68^{o}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 a Residential Customer 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 CONNECTION FEE
A per equivalent dwelling unit ("EDU") charge to be paid by all new connections to the Sewage Disposal System as a contribution of capital toward existing or future facilities necessary to meet the service needs of new customers.

1.14 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.

1.15 CUSTOMER
Any individual, partnership, association, firm, public or private corporation, limited liability company, municipality, government agency, institution or group that has agreed, orally or otherwise, to pay for Sewage Disposal Service rendered by the Utility.

1.16 DOMESTIC WASTEWATER
Wastewater of the type commonly introduced into Sewage Disposal System by residential users.

.

1.17 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 other 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.

.

1.18 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.

1.19 GARBAGE
Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

1.20 HEAT PUMP DISCHARGE
Water discharged from a heat pump or other device that uses water as a heat source or heat sink.

1.21 INDUSTRIAL CUSTOMER

Any Customer of the Utility, who discharges, causes or permits the discharge of non-Domestic Wastewater into the Sewage Disposal System, including industrial or commercial entities who find it necessary to discharge clear water consisting of Cooling Water and/or steam condensate.

1.22 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.

1.23 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.

1.24 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 NH+4 NH3 + H+.

1.25 NONINDUSTRIAL CUSTOMER

All Customers of the Utility that discharge into the Sewage Disposal System sewage normally Discharged by a Residence.

1.26 NPDES PERMIT

A permit issued under the National Pollutant Discharge Elimination System for discharge of wastewaters to the navigable water of the United States pursuant to 33USC1251.

1.27 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).

1.28 pH

A measure of how acidic or base a substance is with a range of 0 to 14. The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

1.29 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.

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

1.31 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.

1.32 PUBLIC SEWER
Any combined or sanitary sewer or lift station that is owned and operated by the Utility.

1.33 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.

1.34 RESIDENTIAL CUSTOMER
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.

1.35 SELF-REPORTING CUSTOMER
A Customer who provides to the Utility monthly estimates of volume discharged into the Sewage Disposal System including a representative value of the strength of waste, including but not limited to BOD, SS, and NH3-N.

1.36 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 Building 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.

1.37 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 Building 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.

1.38 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.

1.39 SEWER
A pipe or conduit for carrying sewage.

1.40 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.

1.41 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.

1.42 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.

1.43 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 the CWA Authority, Inc.

1.44 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.

1.45 UTILITY'S RATE SCHEDULES
The Utility's schedules of rates and charges as approved by the Commission and as revised, supplemented, and replaced from time to time. The schedule of rates and charges is available at http://www.citizenswater.com..

1.46 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. APPLICATION OF TARIFF

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. COMMENCEMENT OF SERVICE

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 an application for service if the applicant is unwilling or unable to comply with terms of service required by these rules.

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 there under, 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 as an alternative to that person or entity receiving Sewage Disposal Service from the Utility, unless otherwise specifically included in its agreement with the Utility for service.

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.

3.7 No person shall be allowed to connect to the Utility's system until after he 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 to the Utility's system until the Utility has been reimbursed for any expense incurred in disconnecting such person from its system.

3.8 No person shall do any form of work on or in connection with lines or facilities owned by the Utility until he has received a Building Sewer permit from the Utility to do such work. A Building Sewer permit is also required to construct, repair, modify, connect, or abandon any Building Sewer within the Utility's service area, which generally includes Marion County and certain areas within Hamilton County for which the Utility has a Certificate of Territorial Authority from the Commission. All work must be in compliance with the Utility's Sanitary District Standard Specifications.

3.9 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.

Replacement or repair of an existing individual Building Sewer that does not increase EDUs will not constitute a new connection.

3.10 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:

3.10.1 Name and address of the owner;

3.10.2 Name, address and telephone number of the contractor;

3.10.3 Address and, if necessary, the legal description of the Premises where the work is to be done;

3.10.4 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

3.10.5 Any other information as may be deemed reasonable and necessary by the Utility.

3.11 Application for a connection to the Sewage Disposal System shall be made only by the following:

3.11.1 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

3.11.2 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.

3.12 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.

3.13 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 Utility shall give the contractor written notice that the request for extension has been approved or denied. The fee for an extension under this Rule is set forth in Appendix B.

3.14 After the Utility has granted the permit, the plumbing contractor or contractor as defined in Rule 3.11 shall give prompt written notice to the Utility of any addition to or change in the information contained in the permit application.

3.15 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 the Utility. Before construction has begun, 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.

3.16 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 transfer form furnished by the Utility. Such transfer form shall contain, in substance, the following certifications, release and agreement:

3.16.1 The person who obtained the original connection approval 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.

3.16.2 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.

3.17 The Utility may revoke a permit when:

3.17.1 The application, plans or supporting documents contain a false statement or misrepresentation as to a material fact; or

3.17.2 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.

3.18 The Utility may order the suspension of the pertinent construction activity ("Stop-Work Order") if the Utility determines that:

3.18.1 Construction activity is proceeding in an unsafe manner;

3.18.2 Construction activity is proceeding in violation of a requirement of these Terms and Conditions for Sewage Disposal Service or other resolution of the Board;

3.18.3 Construction activity is proceeding in a manner that is materially different from the application, plans, or supporting documents; or

3.18.4 Construction activity for which Utility authority under this Rule 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.

3.18 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.

4. DEPOSITS

4.1 In accordance with the Rules and Regulations of the Commission pursuant to 170 IAC 8.5 et al, the Utility may require a Residential Customer 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.

4.2 The Utility may require non-residential Customers or Applicants who are determined to be uncreditworthy 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.

4.2.1 The Utility shall determine the creditworthiness of a non-residential Applicant or Customer in an equitable, non-discriminatory manner.

4.2.2 A non-residential Customer shall be deemed creditworthy if it has no delinquent bills to the Utility for Sewage Disposal Service within the last twenty-four (24) months and, within the last two (2) years has not: (a) had service disconnected for nonpayment or (b) filed a voluntary petition, has a pending petition, or has an involuntary petition filed against it, under any bankruptcy or insolvency law. For purposes of this determination, a contested bill shall not be considered delinquent.

4.2.3 In determining the creditworthiness of non-residential Applicants, the Utility shall consider the size of the credit exposure and the availability of objective and verifiable information about the non-residential Applicant. The Utility may consider the non-residential Applicant's payment and billing history (at least twenty-four (24) months) from other utilities and verifiable conditions, such as: non-residential Applicant's credit history with the Utility or independently audited annual and quarterly financial statements. The Utility will treat all financial information provided by the non-residential Applicant as confidential to the extent allowed under applicable law and will return or at the request of the non-residential Applicant destroy materials after review has been completed. If a non-residential Applicant refuses to provide the information above for the Utility to determine their creditworthiness, the non-residential Applicant will be deemed uncreditworthy.

4.2.4 If the Utility requires a deposit as a condition of providing service, the Utility must: (a) provide written explanation of the facts upon which the Utility based its decision; and (b) provide the non-residential Applicant or Customer with an opportunity to rebut the facts and show other facts determining its creditworthiness.

4.2.5 Such deposit shall be payable in cash and not less than forty dollars ($40.00) nor more than an amount equal to the non-residential Customer's three (3) highest months' usage based upon the most recent twelve (12) months historical usage or three (3) months of projected usages for a non-residential Applicant. If the deposit required is in excess of $120.00, it may be paid in equal installments over a period not to exceed three months, 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. For non-residential Customers with multiple accounts, each account will be treated individually for the purposes of this Rule except in the case of bankruptcy under Rule 4.2.2. A non-residential Customer with multiple accounts that is assessed a deposit by virtue of delinquent payments on one account, will be assessed a deposit on only the delinquent accounts..

4.3 Interest on any deposit held by the Utility on or before December 31, 2012 will earn an interest rate of six percent (6%) per annum from the date of receipt by the Utility through December 31, 2012. Effective January 1, 2013, 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.

4.4 Deposits and earned interest will be returned after Customer establishes an appropriate credit history with the Utility.

4.4.1 Deposits from Residential Customers and earned interest will be refunded after the Residential 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.

4.4.2 The deposit of any non-Residential Customer that has been held for two or more years, and earned interest will be refunded after the non-residential Customer has established an acceptable payment record in accordance with Rule 4.2.2.

4.4.3 The deposit of any Residential or non-residential Customer who fails to establish an acceptable payment record may be retained by the Utility until services are discontinued.

4.5 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 that 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*.).

5. BILLING AND PAYMENT OF BILLS

5.1 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.

5.1.1 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.

5.1.1.1 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.

5.1.1.2 The Utility may add a Late Payment Charge to a Customer's delinquent Utility Services bill set forth in Appendix A.

5.1.1.3 A single charge may be made for each visit to the Customer's Premises regarding a delinquent account; such charge to the Customer shall be pursuant to the Delinquent Account Trip Charge set forth in Appendix A.

5.1.1.4 A single charge may be made for handling a single check or electronic payment (e.g., ABD) 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.

5.1.1.5 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.

5.1.2 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.

5.1.3 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.

5.2 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.

5.3 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.

5.4 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.

5.5 The Utility shall measure usage and bill Self-Reporting Customers in the following manner:

5.5.1 The Utility may require any Self-Reporting Customer to construct at the Self-Reporting 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 Self-Reporting Customer's expense.

To the extent that a Self-Reporting Customer is using Customer's metering equipment for billing purposes, that metering equipment shall be calibrated or replaced with new meters per the following schedule:

Parshall flumes and similar open-trench meters shall be calibrated at least annually.

Discharge meters:

5/8-inch meters (and smaller) at least every 9 years
3/4-inch meters at least every 7 years
1-inch meters at least every 5 years
1 1/2-inch meters (and larger) at least every 3 years.

Metering records of calibration and replacement must be kept on the Customer Premises and made available for review at the request of the Utility.

5.5.2 To the extent the Utility does not require installation of metering equipment as provided in the foregoing section, each Self-Reporting Customer shall report to the Utility by the twenty-fifth (25^{th}) 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 Rule 7.1.2.

5.5.3 In the event a Self-Reporting Customer described in Rule 5.5.2 fails to submit the report required by Rule 5.5.2 by the twenty-fifth (25^{th}) day of the following Month, the Self-Reporting Customer shall pay Late Payment Charge according to the schedule set forth in Appendix A.

In the event a Self-Reporting Customer who does not have BOD, SS and NH3-N fails to submit the report required by Rule 5.5.2 for three consecutive months, the Customer will be moved to Sewer Rate No. 2. The Utility shall measure usage and bill the Customer as provided for in Rule 7. The Customer will not be able to return to Sewer Rate No. 5 for twelve Months.

5.5.4 The Utility shall have the right to enter upon the land of any Self-Reporting Customer and to set up such equipment as is necessary to certify the reports submitted. It shall be the duty of the Self-Reporting 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 Self-Reporting Customer is operating or open for business.

5.5.5 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 Self-Reporting Customer data and collected data from like industries.

5.5.6 The cost of all tests, measurements and analyses taken by the Utility pursuant to the above Sections or otherwise shall be charged to the Self-Reporting 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 Rule 5.1.

6. DISCONTINUANCE / RECONNECTION OF SERVICE

6.1 Water and/or Sewage Disposal Service 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:

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

6.1.2 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).

6.1.3 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.

6.1.4 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.

6.1.5 Detection of a device or scheme that has been used to avoid or attempt to avoid full payment for Sewage Disposal Service as defined by Indiana Code 35-43-5-6.

6.1.6 The Customer fails to meet the terms of the Utility's 24-hour payment arrangement set forth in Rule 6.17.

6.2 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 Rule 6 of these Terms and Conditions for Sewage Disposal Service for any of the following reasons:

6.2.1 For failure to protect and maintain the Customer Building Sewer or other fixtures on the Customer's property in a condition satisfactory to the Utility, and consistent with Rule 21 of these Terms and Conditions for Sewage Disposal Service and the provisions of the Indiana Plumbing Code.

6.2.2 For violation of the sewage restrictions set forth in Rules 14, 15 and 16 of these Terms and Conditions for Sewage Disposal Service.

6.2.3 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 Building Sewer, fixtures, or other appliances.

6.2.4 Nonpayment of a delinquent bill.

6.2.5 For failure of the Customer to make a cash deposit as provided for in Rule 4 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 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.

6.2.6 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.

6.2.7 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.

6.2.8 When continuation of Sewage Disposal Service to the Customer creates conditions that jeopardize the integrity of the service provided to other Customers.

6.3 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 same time the Utility renders the disconnection notice to the Residential Customer as provided in Rule 6. 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.

6.4 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.

6.5 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.

6.6 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 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 Customer. The postponement of disconnection shall be continued for one additional ten (10) day period upon the provisions of an additional such medical statement.

6.7 The Utility may not disconnect water or Sewage Disposal Service to a Residential 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.

6.8 The Utility may not disconnect Utility Services to the Residential 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.

6.9 If a Customer is unable to pay a bill that is unusually large due to (1) prior incorrect reading of the meter, (2) incorrect application of the rate schedule, (3) incorrect connection or functioning of the meter, (4) prior estimates where no actual reading was taken for over two Months, (5) stopped or slow water meter, or (6) any human or mechanical error of the Utility, the Utility shall not disconnect the Customer provided 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; (b) agrees to pay the remainder within three months; and (c) agrees to pay all undisputed future bills for service as they become due. Any such agreement shall be put in writing. In case of such an agreement, no late fee shall be assessed.

6.10 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 Rule 9.3 of these Terms and Conditions for Sewage Disposal Service.

6.11 The Utility shall disconnect water or Sewage Disposal Service only between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time. Disconnections pursuant to Rule 6.1 are not subject to this limitation.

6.12 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.

6.13 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:

6.13.1 Mailing the notice to such Residential Customer at the address shown on the records of the Utility; or

6.13.2 Personal delivery of the notice to the Residential 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.

6.13.3 To alert the Customers that they are in danger of losing service, disconnection notices mailed or hand delivered to Residential Customers shall be in envelopes that are appropriately marked and distinguishable from envelopes used for other purposes.

6.14 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:

6.14.1 The date of the proposed disconnection;

6.14.2 The specific actual basis and reason for the proposed disconnection;

6.14.3 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

6.14.4 A reference to these Terms and Conditions for Sewage Disposal Service furnished to the Customer for information as to the Customer's rights, including appropriate website address.

6.15 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.

6.16 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.

6.17 Through its employee, the Utility may offer the Utility's 24-hour payment arrangement as an alternative to disconnection. Upon presentation of satisfactory evidence, , or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, service will not be disconnected. The Utility employee is not required to offer the Utility's 24-hour payment arrangement as an alternative to disconnection. When the employee has disconnected the service, the employee 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.

6.18 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.

6.19 Restoration of Sewage Disposal Service or reconnection of a Customer Building Sewer connection will be made at the Utility's discretion as soon as reasonably possible but at least within five (5) working days after requested if conditions permit after the Customer has:

6.19.1 Paid all unpaid bills for Sewage Disposal Service;

6.19.2 Made a required deposit to ensure future payment of Sewage Disposal Service bills;

6.19.3 Reimbursed the Utility the greater of a) any labor, material and associated restoration costs involved in reconnecting Sewage Disposal Service orb) the Reconnection Charges are set forth in Appendix A; and

6.19.4 Corrected any condition found in violation of any applicable provision of these Terms and Conditions for Sewage Disposal Service.

7. METERS

7.1 The Utility shall measure usage and bill Industrial and Nonindustrial Customers in the following manner:

7.1.1 To the extent possible, bills to Industrial and Nonindustrial Customers will be based on the Customer's metered water usage or estimated water usage in any given month as provided for in Rule 7.1.2.

7.1.2 In the event a Nonindustrial or Industrial 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 or Industrial 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.

7.2 The Utility may make adjustments to bills for Sewage Disposal Service as described below:

7.2.1 If any 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:

7.2.1.1 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.

7.2.1.2 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.

7.2.1.3 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.

7.2.2 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.

7.2.3 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:

7.2.3.1 Immediately disconnect water or Sewage Disposal Service without notice pursuant to Rule 6.1.3.

7.2.3.2 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.

7.2.3.3 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.

7.2.4 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.

8. RESPONSIBILITY FOR SERVICE

8.1 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 Building Sewer, 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.

8.2 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.

8.3 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.

9. COMPLAINT PROCEDURE

9.1 Complaint. A Customer may complain at any time prior to disconnection to the Utility about any Utility Services bill, a security deposit, a disconnection notice, or any other matter relating to its Utility Services and may 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. The Utility will continue service to Customer pending disposition of a complaint.

9.2 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.

9.3 Service During Review of Complaint. If the Customer is receiving Utility Services at the time the complaint is received by the Utility, his/her Utility Services will not be disconnected until at least ten (10) days after the date on which the Utility mails the notification of its proposed disposition of the matter to the Customer.

If the Customer desires review of the Utility's proposed disposition, he must submit a written request to the Commission within seven (7) days after the mailing by the Utility of its proposed disposition of the matter. In the event that the Commission supports the Utility's proposed disposition of the matter, the Utility will not disconnect the Customer's Utility Services, except as provided under these Rules.

9.4 Record of Complaints. The Utility's record of complaints under this rule will be available during normal business hours (as set forth on www.citizenswater.com) upon request by the concerned Customer, his agent possessing written authorization, or the Commission.

9.5 This rule does not preclude the right to file a complaint with the Commission as permitted by the Commission's rules and/or by statute.

10. MAIN EXTENSIONS

10.1 DEFINITIONS

The following terms as used in Rule 10 of these Terms and Conditions for Sewage Disposal Service have the following meanings:

10.1.1 "Applicant" means a Person requesting the Main Extension in order to receive sewer utility service from the Utility.

10.1.2 "Completion Date of the Main Extension" means the date the Utility declares the Main Extension to be in service and releases it for Taps.

10.1.3 "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 Rule 10 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.

10.1.4 "Cost of the Main Extension" means the cost of installing the Main as determined in Rules 10.5 through 10.7 of these Terms and Conditions for Sewage Disposal Service.

10.1.5 "Customer" means a Person being supplied with sewer utility service.

10.1.6 "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.

10.1.7 "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.

10.1.8 "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.

10.1.9 "Immediate Revenue Allowance" means the amount of three (3) times the Estimated Annual Revenue less the Cost of Connecting for an Applicant.

10.1.10 "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 Rule 10.8 of these Terms and Conditions for Sewage Disposal Service.

10.1.11 "Main" means a pipe owned by the Utility that connects to Service Pipes for transmitting sewage effluent.

10.1.12 "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.

10.1.13 "Original Depositor" means an Applicant who enters into a Main Extension agreement and makes a Deposit with the Utility.

10.1.14 "Person" means an individual, firm, corporation, governmental agency, or other entity.

10.1.15 "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.

10.1.16 "Public Thoroughfare" means a road, street, or way that has been dedicated for use by the public and accepted by the appropriate governmental authority.

10.1.17 "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.

10.1.18 "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.

10.1.19 "Service Pipe" means a sanitary sewer line leading directly from the Premises to the Main adjacent to such Premises.

10.1.20 "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.

10.1.21 "Subsequent Connector's Fee" means the cash fee equal to the cost per lot of the Main Extension determined in accordance with Rules 10.4 through 10.6 of these Terms and Conditions for Sewage Disposal Service, multiplied by the number of Lots for which service is requested.

10.1.22 "Subsequent Connector's Revenue Allowance" means three (3) times the Estimated Annual Revenue for the Subsequent Connector less the Cost of Connecting.

10.1.23 "Tap" means a fitting owned by the Utility and inserted by it into a Main to which a Service Pipe is attached.

10.1.24 "Total Required Deposit" means the amount by which the Cost of the Main Extension exceeds the Immediate Revenue Allowance for the Original Depositor.

10.2 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.

10.3 FREE EXTENSION

The Utility shall extend a Main and connect the Applicant free of charge to provide the service requested if:

10.3.1 The Cost of the Main Extension does not exceed the Immediate Revenue Allowance for the Applicant; and

10.3.2 The Applicant agrees to take service within nine (9) months following the Completion Date of the Main Extension.

10.4 MAIN EXTENSION; EXCEPTION TO COMMISSION APPROVAL

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, without specific approval by the Commission.

10.5 EXTENSION EXCEPTION

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.

10.6 SPECIAL CONTRACT

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.

10.7 MAIN EXTENSION ROUTE

10.7.1 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.

10.7.2 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.

10.7.3 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.

10.7.4 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.

10.8 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 that 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 Rule 10 of these Terms and Conditions for Sewage Disposal Service, constitute a separate Main Extension.

10.9 MAIN EXTENSION COST

10.9.1 The Cost of the Main Extension may, as determined by the Utility, be either:

10.9.1.1 The estimated cost of the extension; or

10.9.1.2 The actual cost of a developer-installed extension.

10.9.2 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.

10.9.3 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.

10.9.4 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.

10.9.5 For the Main Extension, the Applicant shall be required to pay the Cost of the Main Extension, and the full gross-up for any applicable state and federal taxes associated with the cost of the extension and the Applicant shall receive Refunds as provided in Rule 10.9 of these Terms and Conditions for Sewage Disposal Service.

10.10 COST PER LOT

The cost per lot shall be determined by:

10.10.1 The total number of Lots to be served by the Main Extension divided into the Cost of the Main Extension; or

10.10.2 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.

10.11 TOTAL REQUIRED DEPOSIT

10.11.1 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 that is mutually acceptable to the parties and that guarantees payment of the Deposit immediately upon completion of the Main Extension.

10.11.2 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.

10.11.3 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.

10.12 SUBSEQUENT CONNECTOR FEE

10.12.1 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.

10.12.2 Applicants for service connections for Lots in subdivision and tract developments that 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.

10.12.3 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.

10.13 REFUNDS

10.13.1 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 that 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.

10.13.2 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.

10.13.3 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 that is in excess of the unrefunded balance of the aggregate of Deposits received from all Original Depositors.

10.13.4 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 that 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.

10.14 BASIS FOR COST

If the applicant is required to make any payment, the Utility shall, upon request, make the following available to the applicant:

(1) The information used to establish the basis for the cost of the main extension.
(2) The information used to establish the basis for the estimated annual revenue for a period of three (3) years to be realized by the utility from permanent and continuing customers on main extensions as required by this rule.

11. SEWER CONSTRUCTION REQUIREMENTS

11.1 Except for Building Sewers serving single- or double-family residences (i.e. stand alone) 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.

11.2 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.

11.3 It shall be the responsibility of the property owner(s) whose property is benefited 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 Rule 21 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.

12. MANDATORY INSPECTION AND RIGHT OF ENTRY

12.1 Upon completion of the work described in a permit, it shall be the duty of the permit holder to notify the Utility that the work is available for inspection before backfilling the Building Sewer trench. 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 Building Sewer 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.

12.2 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.

13. INTERRUPTION OF SERVICE

13.1 Whenever the service is intentionally interrupted for any purpose, except in emergencies, such interruption shall be made during regular working hours of the Utility and at a time to cause the least inconvenience to Customers. Customers who will be affected by such interruption shall, to the extent practical, be notified in advance of the interruption of service.

14. PROHIBITION AGAINST CLEAR WATER DISCHARGES

14.1 Except as specifically provided in this Rule, 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:

14.1.1 Foundation/footing drains;

14.1.2 Sump pumps with Foundation Drains connected;

14.1.3 Roof drains;

14.1.4 Heat pump discharge;

14.1.5 Cooling Water; or

14.1.6 Any other sources of clear water.

14.2 In addition to any other provision provided herein, any person found violating any provision listed in Rule 14.1 above may be required to correct such connections at his expense.

14.3 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. In April of each year, the Utility will calculate an Industrial Customer's monthly clear water discharge flow by averaging their measured steam usage from the steam system converted to gallons applicable to the preceding twelve-month period, January through December. The Industrial Customer will be billed the calculated twelve-month steam average converted to gallons for clear water discharge during the following twelve-month period, April through March. The rate for such discharge shall be the total treatment and surveillance rate as set forth in the Utility's applicable Sewer Rate No. 2.

15. DEWATERING DISCHARGE

15.1 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.

15.2 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.

15.3 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.

16. SEWAGE RESTRICTIONS

16.1 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:

16.1.1 Fire or explosion hazard;

16.1.2 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;

16.1.3 Obstruction to the flow in the Sewers or other disruption to the proper operation of the Sewage Disposal System;

16.1.4 An Interference; or

16.1.5 A Pass-through.

16.2 No person shall discharge or cause to be discharged any of the following described waters or wastes into any sanitary Sewer:

16.2.1 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;

16.2.2 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);

16.2.3 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;

16.2.4 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;

16.2.5 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;

16.2.6 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;

16.2.7 Any substance that 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;

16.2.8 Any substance that will cause the Sewage Disposal System to violate its NPDES Permit or the receiving stream's water quality standards;

16.2.9 Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes, inks and vegetable tanning solutions;

16.2.10 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;

16.2.11 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;

16.2.12 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 that do not exceed levels of such substances that 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

16.2.13 Polychlorinated biphenyls (PCBs) in any detectable concentrations.

16.3 No person shall discharge or cause to be discharged a wastewater that 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

16.4 The limitations set forth in Rule 16.3 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 Rules 16.1 and 16.2 apply at the point of discharge to the Sewage Disposal System unless specified otherwise.

16.5 No Customer shall change substantially the character or volume of the Pollutants discharged to the Sewage Disposal System without prior notification to the Utility.

17. REQUIRED INSTALLATION OF FOOD WASTE DISPOSER

17.1 Except as hereafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes into any sanitary Sewer: any Garbage that has not been properly shredded through a disposal unit or other shredding device, with no particle greater than one-half (1/2) inch in any dimension.

18. GREASE INTERCEPTOR

18.1 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.

18.2 Where installed, all grease interceptors shall be maintained by the Customer, at his or her sole expense, in continuously efficient operation at all times.

18.3 The Customer shall provide evidence, such as invoices, that grease interceptors are cleaned and maintained regularly. This evidence shall be retained by the Customer for a period of at least 24 months. 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.

19. INDUSTRIAL CUSTOMER OR SELF-REPORTING CUSTOMER WASTE DISCHARGE

19.1 Neither the Applicant, Customer nor any occupant of the property or Premises shall discharge, or cause to be discharged, into the Building Sewer 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.

19.2 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.

19.3 Self-Reporting 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.

19.4 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.

19.5 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.

20. ACCIDENTAL DISCHARGE

20.1 Each Industrial and Self-Reporting Customer shall provide protection from Accidental Discharge of substances identified in Rule 16 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 or Self-Reporting Customer who commences contribution to the Sewage Disposal System shall be permitted to introduce Pollutants into the system until Accidental Discharge procedures are available.

20.2 In the case of an Accidental Discharge, it is the responsibility of the Industrial or Self-Reporting Customer to immediately telephone and notify the Utility of the incident. The notification shall include:

20.2.1 Name of Customer;

20.2.2 Location of Accidental Discharge;

20.2.3 Type of waste discharged;

20.2.4 Concentration and volume of waste discharged;

20.2.5 Corrective actions taken to minimize the impact of the discharge to the Sewage Disposal System.

20.3 The Industrial or Self-Reporting Customer shall notify the Utility if it is unable to comply with any requirement of this Rule because of a breakdown of its treatment equipment, accidents caused by human error, or Upsets. The notification should include the information required in Rule 20.2 above.

20.4 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:

20.4.1 The cause of the Accidental Discharge;

20.4.2 The period of the Accidental Discharge, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;

20.4.3 Steps being taken and/or planned to reduce, eliminate or prevent recurrence of the Accidental Discharge.

20.5 Such notification shall not relieve the Industrial or Self-Reporting Customer of any expense, loss, damage or other liability that 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 or Self Reporting Customer of any fines, civil penalties or other liability that may be imposed.

20.6 A notice shall be permanently posted on the Industrial or Self-Reporting Customer's bulletin board or other prominent place advising affected employees whom to call in the event of an Accidental Discharge. An Industrial or Self-Reporting Customer shall ensure that all employees who may cause or suffer such an Accidental Discharge to occur are advised of the emergency notification procedure.

21. MAINTENANCE OF BUILDING SEWER CONNECTIONS

21.1 Except as subsequently provided, the Utility shall maintain and replace if necessary that portion of the Building Sewer from the main to the Customer side of the boundary line of the easement, public road, or street, under which such Building Sewer may be located. Provided, however, the Customer shall "rod" and otherwise clean the Utility's portion of the Building Sewer serving the Customer in the event the same becomes clogged or blocked as a result of debris or waste entering such Building Sewer from the Customer's Premises, as a result of the Customer's actions.

21.2 The Customer shall install and maintain and replace if necessary that portion of the Building Sewer from the end of the Utility's portion into the Premises served.

21.3 The Customer shall not allow the Customer's portion of the Building Sewer 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.

21.4 To the extent repairs or maintenance must be made to the portion of the Building Sewer maintained by the Customer as set forth in Rule 21.1, the Building Sewer shall be repaired, maintained or modified as specified in the Indiana Plumbing Code. It shall be of materials approved by the Utility and subject to the inspection of the Utility upon completion of the repairs, maintenance or modification.

21.5 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.

22. WASTEWATER HAULERS

22.1 Any disposal of wastewater into the Sewage Disposal System must be performed by a registered Wastewater Hauler as provided for by resolution of the Authority'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.

22.2 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.

22.3 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 22.4, 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

23. INCORPORATION BY REFERENCE

23.1 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 (including those set forth in Chapters 536 and 672 of the Revised Code of the Consolidated City of Indianapolis, Marion County, Indiana) are hereby incorporated herein by reference.