

RULES, REGULATIONS AND CONDITIONS OF SERVICE

SEWER

COMMUNITY UTILITIES OF INDIANA, INC.

2335 Sanders Road

Northbrook, Illinois 60062

Applies to the following Territories:

Twin Lakes Division and Water Service Company of Indiana Division

APPROVED BY
CONFERENCE MINUTES
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INDIANA UTILITY REGULATORY COMMISSION

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INTRODUCTION

The supplying of sewer service, including the extension of sewers and the making of connections thereto, by Community Utilities of Indiana, Inc. shall be subject to the following Rules, Regulations, and Conditions of Service, and its charges for and the cost of sewer service shall be at the rates specified in rate schedules filed from time to time by the Company with, and approved by, the Indiana Utility Regulatory Commission. Every Customer, upon signing an application for any sewer service rendered by the Company, or upon the taking of sewer service, shall be bound by these Rules, Regulations, and Conditions of Service and such rate schedules.

1. **DEFINITIONS**

- A. “BOD₅” (denoting Biochemical Oxygen Demand). BOD₅ measurements are used as a measure of the organic strength of wastes in water. It is the quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20°C (68°F), expressed in milligrams per liter or parts per million.
- B. “Collection Sewer” means the sewer main and facilities located in the street, avenue, alley or dedicated easement adjacent to the property to be supplied with sewer service and serving such property and others in the immediate vicinity thereof.
- C. “Company” means Community Utility of Indiana, Inc., acting through its officers, managers or other duly authorized employees or agents.
- D. “Company Sewer Lateral” means that portion of the sewer system from the Collection Sewer to the property line.
- E. “Cooling Water” means the water discharged from any system of condensation, air conditioning, cooling, refrigeration or other, but which shall be free from odor and oil. It shall contain no polluting substances that would produce BOD₅ or Suspended Solids each in excess of ten (10) milligrams per liter.
- F. “Customer” means an individual, firm, corporation, municipality, government agency or other entity that has agreed, orally or otherwise, to pay for sewer utility service received from the Company.

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- G. “Customer Sewer Lateral” means that portion of the sewer system extending from the property line to the Premises or property to be served.
- H. “Garbage” means every refuse accumulation of solid animal, fruit or vegetable matter that attends the preparation, use, cooking, dealing in or storing of food and from the handling, storage and sale of produce.
- I. “Overhead Plumbing” means any sanitary waste fixtures, including, but not limited to, those on the first floor, which are either at least three (3) feet above the rim elevation of the nearest sanitary sewer manhole or discharged into a gas-tight and vented sump from which the waste is lifted and discharged into the building gravity sewer lateral system by automatic pump equipment.
- J. “Owner(s)” means a person, firm, corporation or association having an ownership interest in any Premises or property which is, or is about to be, supplied with sewer service by the Company.
- K. “Premises” means the whole or part of a dwelling, building, or structure owned, leased or operated by a single legal entity located on a single parcel or contiguous parcels of real estate and receiving sewer service as approved by the Company. Examples include:
- (1) A building under one roof owned or leased by one party and occupied as a residence, or for business, industrial, or commercial purposes; or
 - (2) A group or combination of buildings owned or leased by one party, occupied by one family, or one corporation or firm, or as a place of business, or for manufacturing or industrial purposes, or as a hospital or other public institution; or
 - (3) One side of a double house having a solid vertical partition wall; or
 - (4) A building owned or leased by one party containing more than one apartment and having one entrance and using one hall in common; or
 - (5) A building owned or leased by one party having a number of apartments, offices or lofts which are rented to Tenants; or
 - (6) A public building such as a town hall, school house, or fire engine house; or

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- (7) A single lot, park, playground, or campsite; or
 - (8) Each house or building in a row having party walls, i.e., townhouses/condominiums.
- L. “Suspended Solids” means 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.
- M. “Tenant” means anyone occupying any Premises or property under lease, oral or written, from the Owner and obtaining sewer service from the Company’s sewer mains.
2. CUSTOMER SEWER LATERAL CONNECTIONS
- A. All applications for Customer Sewer Lateral connections must be made on a form furnished by the Company by the person or parties desiring the same, must state the correct lot(s), block and street number of the Premises or property to be supplied and must be signed by the Owner of the Premises or the Owner’s duly authorized agent. For the convenience of the applicant, an application may be accepted orally, via telephone or otherwise, provided that such application is signed, upon request, by the Owner or the Owner’s duly authorized agent. An inspection fee in the amount specified in tariffs on file with the Commission shall be paid to the Company at the time the application is filed. Upon acceptance by the Company of the applicant’s request for service, such application shall constitute a contract between the applicant as a Customer and the Company.
- B. The Customer or Owner shall bear all costs and expenses incident to the installation and connection of the Customer Sewer Lateral. The Customer or Owner shall indemnify the Company for any loss or damage that may directly or indirectly be occasioned by the installation of the Customer Sewer Lateral.
- C. A Customer Sewer Lateral connection shall not be used to supply more than a single Premises or property without the Company’s consent. Old Customer Sewer Laterals may be used in connection with new buildings only when they are found, on examination and testing by the Company, to meet all requirements of this Section.
- D. The Company will provide sewer service wherever a Collection Sewer is adjacent to the Premises or property to be served.

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- E. Building sewer service connections will not be installed where any portions of the connection must pass through lands, buildings or parts of buildings which are not property of the applicant unless applicant in writing assumes the liability thereof.
- F. The Owner/Customer is responsible for all leaks, breaks, blockages, and repairs in the Customer Sewer Lateral. If leaks in the Customer Sewer Lateral are not repaired within a reasonable time, the Owner/Customer will be in violation of these Rules, Regulations, and Conditions of Service and subject to the penalties thereby imposed, including discontinuance of water and sewer service.
- G. The Customer Sewer Lateral shall be as specified in the International Plumbing Code as adopted by Indiana. The Customer Sewer Lateral connections shall be installed in accordance with the Company's specifications, maintained and renewed by the Customer. Whenever the excavation for a Customer Sewer Lateral is made in unstable ground, the material for such connection (lateral and backfill) shall be as approved by the Company.
- H. In laying or installing the Customer Sewer Lateral, the following specifications must be observed by the applicant:
- (1) All joints and connections shall be gas-tight and water-tight.
 - (2) The diameter of such Customer Sewer Lateral shall be not less than the diameter stated in the Indiana Plumbing Code.
 - (3) The slope of the Customer Sewer Lateral service shall be not less than the level stated in the Indiana Plumbing Code.
 - (4) The depth of such Customer Sewer Lateral shall be sufficient to afford protection against breakage or damage from heavy vehicles moving on the surface of the ground over or adjacent to such connection and to afford protection against frost.
 - (5) The Customer Sewer Lateral shall be laid at uniform grade and in straight alignment insofar as possible, and any changes in direction shall be made only with properly curved pipe and fittings, or as in accordance with the Indiana Plumbing Code.

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- (6) The Customer Sewer Lateral shall be laid so as to permit gravity flow of sewage to the Company Sewer Lateral.
- (7) All excavations for the installation of a Customer Sewer Lateral shall be open trench work in accordance with ASTM Specification (C-12-19), unless otherwise approved by the Company, and no backfill shall be replaced until the sewer pipes laid therein have been inspected and approved by a duly authorized agent or employee of the Company.
- (8) It shall be a violation of these Rules, Regulations, and Conditions of Service for any plumber, drain layer, contractor or any other person constructing a Customer Sewer Lateral connection to leave such connection open, unsealed or incomplete in such manner that will permit storm or surface water to enter into any Collection Sewer. All such openings shall be tightly sealed at all points whenever work is not actually in progress on such Customer Sewer Lateral connection.
- (9) The Customer Sewer Lateral must be located at least the minimum horizontal distance from any water pipe as required in 410 IAC 6-10.1 or other applicable rule.
- (10) All excavations for Customer Sewer Lateral installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Company.
- (11) All new buildings in the service area with basements, floors, rooms or occupancy area below an elevation of three feet (3') above the highest manhole serving the Premises shall have Overhead Plumbing, or such plumbing as is otherwise approved by the Company.
- (12) All new construction in the service area shall require installation of a sewage cleanout on the exterior of the building along with a check valve, unless otherwise approved by the Company. Both, cleanout and check valve need to be maintained in proper working condition by the customer.

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- I. The specifications for making and laying Customer Sewer Laterals set forth in Section 2, Rules G and H shall be applicable to buildings having normally not more than ten (10) occupants. If the Customer Sewer Lateral connection is intended to furnish sewer service to a building that will normally have more than ten (10) occupants, the size and kind of sewer pipe, slope and other specifications shall be approved by the Company at the time the application for connection is made.
 - J. The Company will not permit any connection to be made to a Collection Sewer unless the applicant has complied with the terms and provisions of the applicable Rules contained in this Section.
 - K. The Company will maintain the Collection Sewer and the Company Sewer Lateral connection.
3. APPLICATIONS FOR SEWER SERVICE
- A. All applications for sewer service must be made on a form provided by the Company. Upon acceptance thereof, such application shall constitute a contract between the applicant as a Customer and the Company.
 - B. If, for the convenience of the applicant, an application is accepted orally, via telephone or otherwise, the taking of sewer service shall constitute a contract between the applicant and the Company, obligating the applicant as a Customer to pay for, and the Company to furnish, sewer service as specified herein and to comply with all applicable provisions of the Company's Rules, Regulations, and Conditions of Service. If the application is accepted orally, the Customer shall, if requested by the Company, sign a written application. A telephone application for sewer service will not be accepted from a third party who will not be the Customer.
 - C. A new application must be made upon any change in tenancy where the Tenant has contracted for the sewer service or by the new Owner upon any change in ownership where the Owner has contracted for such service. Where more than one Tenant is served through a Customer Sewer Lateral connection, the application for the sewer service must be made by the Owner of the property.
 - D. The Company may require a reasonable deposit from the Customer to secure payment of charges for services if the Company determines that Customer or applicant does not meet the criteria for creditworthiness set forth in the Commission's Rules.

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- E. No agreement for sewer service will be entered into by the Company with any applicant until all arrears and charges due by such applicant for sewer or water service of the same class supplied by the Company shall have been paid.

4. **BILLS FOR SEWER SERVICE**

- A. A Customer who has applied for sewer service to a Premises shall be held liable for all sewer service furnished to such Premises until such time as the Customer notifies the Company to discontinue the Customer's sewer service or until sewer service for a new Customer is established at the Premises. A temporary discontinuance of water or sewer service for a period of less than six (6) months does not constitute a discontinuance of sewer service.
- B. Sewer bills will be rendered monthly to all customers of the Company and shall contain the minimum information as required in the Commission's Rules.
- C. Customers are responsible for furnishing the Company their correct address. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account would be considered delinquent.
- D. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the customer's application unless the Company receives notice in writing by the customer of any change of address.
- E. The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered and, if the Company bills a Customer in error, it shall be permitted to submit a corrected bill at a later date in accordance with the Commission's Rules.
- F. Each customer's service shall be considered separately in rendering bills for service, unless two or more service lines are installed solely for the convenience of the Company.
- G. Where customer, facilities, or service charges are applicable, the Company shall in its initial and final bill to any customer include such charges as prorated. For the initial bill, charges will be prorated from that date prior to said initial billing period when the customer first became responsible to pay for water service to the specific premises. For the final bill, charges will be prorated from the first day of the billing period until that date on which the customer is no longer responsible to pay for sewer service to the specific premises.

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5. RULES GOVERNING SEWER SERVICE

- A. No Customer, Owner, or Tenant of Premises receiving sewer service shall discharge, cause to be discharged, allow to be discharged or permit to be discharged any storm water, surface water, roof run-off, surface drainage, groundwater drainage, footing drainage, window well drainage, driveway drainage, garage floor drainage, patio drainage, downspout drainage, crawl space drainage, non-sanitary basement floor drainage, non-sanitary sump pump drainage, Cooling Water, unapproved industrial process water, or any other non-sanitary sewage drainage into the Collection Sewer or into the Customer Sewer Lateral so as to reach said Collection Sewer. No Customer, Owner, or Tenant of Premises receiving sewer service shall connect, cause to be connected, allow to be connected or remain connected or permit to be connected or remain connected, any sump pump or other pumping device for draining window wells, footings, patios, garages, driveways, downspouts, crawl spaces or other non-sanitary drainage areas, or any footing, window well, driveway, patio, garage, downspout or other non-sanitary sewage drain to the Collection Sewer or to any building sewer service line which connects to said Collection Sewer.
- B. Except with written permission from the Company, neither the applicant nor any Tenant of the Premises shall discharge or cause to be discharged into the Customer Sewer Lateral connection or into the Collection Sewer any of the following described waters or wastes:
- (1) Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150°F).
 - (2) Any water or waste that may contain more than one hundred (100) parts per million by weight of fat, oil or grease.
 - (3) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 - (4) 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.
 - (5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, wood or any other solid or viscous substance capable of causing obstruction to the sewers, mains or outlets or interference with the proper operation of said sewer system.

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- (6) Any water or waste having a toxic or poisonous substance in sufficient quantity so as to constitute a hazard to humans or animals, so as to injure or interfere with any sewage treatment process, or so as to create any hazard in the receiving waters of the sewage treatment plant.
 - (7) Any noxious or malodorous gas or substance capable of creating a public nuisance.
 - (8) Any water or wastes containing in excess of two (2) milligrams per liter of cyanides as CN.
 - (9) Any water or wastes that contain phenols in excess of five tenths (0.50) milligrams per liter.
 - (10) Any water or waste containing more than two hundred fifty (250) parts per million by weight of Suspended Solids.
 - (11) Any water or waste containing more than two hundred (200) parts per million by weight of BOD₅.
 - (12) Any water or waste having a pH less than five (5.5) or greater than nine (9.0), or having any other corrosive property capable of causing damage or hazard to structures, pipes, equipment and personnel of the sewer system. The term "pH" as used in this subparagraph shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- C. Grease, oil and sand interceptors shall be provided by Customer when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients except that such interceptors shall not be required for private living quarter or dwelling units. All interceptors shall be of a type and capacity approved by the Company and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature, they shall be of substantial construction, water tight and equipped with easily removable covers which, when bolted in place, shall be gas tight and water tight. Where installed, all grease, oil, and sand interceptors shall be maintained by the customer, at his sole expense, in continuously efficient operation at all times. If requested, the Customer shall provide evidence, such as invoices, that interceptors are cleaned and maintained regularly.

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- D. The basic standard for all measurements, tests and analyses of the characteristics of waters and wastes to which reference is made herein shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," as prepared and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation, or some other method mutually agreed upon and approved by the State of Indiana or the Indiana Department of Environmental Management.

Samples for analyses shall be (1) a grab sample, (2) a composite sample consisting of three (3) grab samples collected at appropriate intervals, or (3) a twenty-four-hour (24-hour) composite sample collected and proportioned according to time and flow. One or more of the above samples, as determined by the Company to be representative, shall be collected for analyses.

- E. Neither the applicant nor any Tenant of the Premises or property shall discharge, or cause to be discharged, into the Customer Sewer Lateral 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 Company, and from any regulatory authority or governmental unit having jurisdiction over such a discharge of wastes.

- F. Where necessary in the Company's opinion, the Owner shall provide, at the Owner's expense, such preliminary treatment as may be necessary to (1) reduce the concentration of BOD₅ to two hundred (200) parts per million (daily average) and the Suspended Solids to two hundred fifty (250) parts per million (daily average), (2) reduce objectional characteristics or constituents to within the maximum limits provided for in these Rules, Regulations, and Conditions of

Service and/or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications and any other pertinent information relating to proposed preliminary sewer treatment facilities and the operational records thereof shall be submitted for the approval of the Company and the appropriate agency of the State of Indiana, and no construction of such facilities shall commence until said approvals are obtained in writing.

Where preliminary sewer treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at the Owner's expense and within the limitations set forth by these Rules, Regulations, and Conditions of Service. Copies of all operational records shall be filed with the Company.

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- G. Either the applicant or any Tenant of Premises or properties served by a Customer Sewer Lateral carrying industrial or commercial wastes and discharging the same into a Collection Sewer shall install a suitable control manhole in the Customer Sewer Lateral to facilitate observation, sampling and measuring of such wastes. The Company may also require the installation of automatic sampling and flow measuring devices when deemed necessary to obtain representative samples. Such required manhole and sampling device shall be publicly accessible and safely located, constructed in accordance with plans approved by the Company and installed and maintained at the expense of the applicant or Tenant of Premises or property to whom sewer service is supplied.
- H. Water pressure ejectors or siphons or Overhead Plumbing sewer installations shall not be installed for the discharging of the sewage or waste unless adequately protected against back siphonage.
6. SEWER SERVICE GENERAL CONDITIONS
- A. Sewer service will not be furnished where the Customer Sewer Lateral is broken, obstructed, inferior, defective, leaky or imperfect so that sewage or drainage escapes into surrounding soil or into adjacent Premises or ground or surface water or other matter enters the sewer. When such conditions are discovered, the Company reserves the right to discontinue sewer service unless immediate repairs or replacements are made. Such replacements or repairs shall be made by, and at the expense of, the applicant.
- B. Title to the Collection Sewers and the Company Sewer Laterals from the Collection Sewers to the property line is vested in the Company and it shall at all times remain the Company's sole property and shall not be trespassed upon or interfered with in any way.

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- C. The Customer shall provide the Company's employees free and reasonable access to the Premises or property served for purposes including, but not limited to, inspection of drains, sump pump discharges, down spouts, footing and basement drainage, and surface draining, and the performance of non-destructive tests (for example, smoking, dye testing, etc.) to determine compliance with this Section and Section 5 -- Rules Governing Sewer Service. All employees of the Company whose duty compels them to enter the Customer's Premises, or property shall, upon request, show their credentials or other evidence of authority.

7. DISCONTINUANCE OF SERVICE

- A. Except as otherwise prohibited in the Commission's Rules, the Company may discontinue service rendered under any application, contract or agreement with seven (7) days prior written notice to the Customer for reasons, including, but not limited to:
- (1) For failure to protect and maintain the Customer Sewer Lateral or other fixtures on the Customer's property in a condition satisfactory to the Company, and consistent with Section 2 of these Rules, Regulations and Conditions of Service and the provisions of the Indiana Plumbing Code.
 - (2) For molesting or tampering by Customer or others with the Customer's knowledge with the Company Sewer Laterals, manholes or connections.
 - (3) For violation of the Rules Governing Sewer Service set forth in Section 5 of these Rules, Regulations and Conditions of Service.
 - (4) For failure to provide the Company's employees free and reasonable access to the Premises or property served for purposes of connection inspections or other inspections, or for obstructing the way of ingress to Customer or Company Sewer Laterals, fixtures, or other appliances.

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- (5) For failure of a Customer to establish credit, or to adjust his cash deposit due to change in creditworthiness on Commission rules, or for nonpayment of a delinquent sewer bill owed to the Company for sewer service furnished to the Customer for the same class of sewer service at the same or another location.
 - (6) In case of vacancy of the Premises by the Customer when no one has assumed responsibility for payment of the bill for sewer service to the Premises.
 - (7) For material misrepresentation in an application as to the Premises or property to be supplied or type of sewer service to be supplied or failure to report a change in the type of sewer service.
 - (8) When continuation of sewer service to the Customer creates conditions that jeopardize the integrity of the sewer service provided to other Customers.
- B. Pursuant to the Commission's Rules, the Company may disconnect service without request by the customer and without prior written notice only:
- (1) if a condition dangerous or hazardous to life, physical safety, or property exists;
 - (2) upon order by any court, the Commission, or other duly authorized public authority;
 - (3) if fraudulent or unauthorized use of water is detected and the Company has reasonable ground to believe the affected customer is responsible for the use; or
 - (4) if the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected customer is responsible for the tampering.
- C. The Company reserves the right, at any time, to temporarily discontinue sewer service for the purpose of making repairs or extensions. The Company will attempt to give reasonable notice, to the extent practicable, to all Owners to be affected by the discontinuance, provided, however, that the Company is not required to give notice of discontinuance.
- D. Owners or Customers requesting temporary discontinuance of sewer service for repairs within their property will be charged a sum equal to the costs to the Company for disconnecting and reconnecting sewer service.

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- E. Discontinuance of sewer service to a Premises or property under the provisions of this Rule shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due.
 - F. The temporary shutting off of sewer from any premises for any cause, whether for nonpayment of bills, prohibited connection, leaking pipes, etc., shall not entitle the customer to a reduction in the amount of the bill during the time of such temporary shut-off. The shutting off of sewer temporarily shall not cancel a contract for sewer collection except at the option of the Company or upon written notice from the customer.
 - G. Restoration of service or reconnection of a Customer Sewer Lateral connection will be made at the Company's discretion after the Customer has:
 - (1) paid all unpaid bills for sewer service;
 - (2) made a deposit to ensure future payment of bills;
 - (3) reimbursed the Company for any labor, material and associated restoration costs involved in disconnecting (including, but not limited to the cost of time and material associated with installation of a shut-off valve) and reconnecting service; and
 - (4) corrected any condition found in violation of any applicable provision of these Rules, Regulations, and Conditions of Service.
 - H. In instances where the Owner or Customer receives both, water and sewer service from the Company, the Company reserves the right to discontinue water service as an alternative to discontinuing sewer service.
8. CERTIFICATE OF COMPLIANCE WITH RULE 5(A)
- A. The Company has the right to give written notice to Customers to extend to each such Customer a period of thirty (30) days from the date of such notice to make an appointment at a mutually convenient time for inspection by the Company of the Customer's Premises or property to determine whether the Customer is in compliance with Rule 5(A). The Company reserves the right to give such notices and to schedule such appointments on an area basis to accommodate availability of personnel.

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- (1) Should an inspection take place and the Company find compliance with Rule 5(A), the Company will issue a Certificate of Compliance for the Premises or property.
- (2) Should an inspection take place and the Company find non-compliance with Rule 5(A), the Company will give written notice to the Customer describing the non-compliance and stating that the Customer shall have a period of sixty (60) days from the date of such notice to achieve compliance with Rule 5(A) and to make an appointment for another inspection by the Company.
 - a. Should a reinspection show compliance, the Company will issue a Certificate of Compliance for the Premises or property.
 - b. Should a reinspection show non-compliance, the Company will give written notice to the Customer describing the non-compliance and the Company may disconnect water service, sewer service or both, until such Customer is in compliance with Rule 5(A) and receives a Certificate of Compliance.
 - c. Should the Customer fail to achieve compliance and make an appointment within the sixty (60) day period referred to in subparagraph (2) above, the Company may disconnect sewer service, until such Customer is in compliance with Rule 5(A) and receives a Certificate of Compliance.
- (3) Should a Customer fail to make an appointment for inspection within the time period set forth in this Rule, or fail to permit inspection at the appointed date and time or within any time period set forth in this Rule, the Company shall give written notice of such failure. In the event that within thirty (30) days of the date of such notice the Customer fails to make an appointment for inspection, or fails to permit inspection at the appointed date and time or within said thirty (30) day period, as the case may be, the Company may disconnect sewer service, until such Customer is in compliance with Rule 5(A) and receives a Certificate of Compliance.

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- (4) In the event of disconnection of sewer service pursuant to Rule 5(A), reconnection of service shall be made only pursuant to Rule 5(A) and other applicable provisions of the tariffs of the Company or the Commission's Rules, including the provisions for payment of service reconnection charges.
- (5) Any and all work, labor or materials required to enable compliance with Rule 5(A) shall be performed by and provided by the Customer, Owner or Tenant and shall be at no cost to the Company. Whether compliance exists shall be the sole determination of the Company. However, in the event this determination is disputed by the Customer, Owner or Tenant, the Company will accept a then current written opinion of a professional engineer registered in the State of Indiana that the Premises are in compliance with Rule 5(A), such opinion to be submitted to the Company by the Customer, Owner or Tenant and without cost to the Company. No such opinion, however, shall be accepted in lieu of an inspection.
- (6) Upon the issuance of a Certificate of Compliance and its acceptance by the Customer, the Company shall have the right to make inspection at reasonable hours and upon appointment for the purpose of determining whether compliance has been maintained.
- (7) No determination by the Company that compliance exists and no engineering opinion to such effect as referred to in subparagraph 5 above shall bar subsequent inspection under the Company's Rules, Regulations, and Conditions of Service, or subsequent determination of non-compliance, or enforcement of the Company's Rules, Regulations, and Conditions of Service for non-compliance not discovered by the Company in any prior inspection or arising subsequently.
- (8) No determination of compliance or non-compliance by the Company and no engineering opinion as to compliance as referred to in subparagraph 5 above shall bar the enforcement by the Company of any rights and remedies it may have under law, including its tariffs.
- (9) The Company will inspect all new structures prior to commencement of water and sewer service thereto to determine compliance with Rule 5(A)

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or Rule 2, Paragraph H.11. If and when the Premises are in compliance, the Company shall issue a Certificate of Compliance. No sewer service shall be rendered to such Premises or property unless the Owner, Customer, or Tenant thereof shall have been issued a Certificate of Compliance which is in effect.

- (10) Non-compliance with Rule 5(A) exists when any connections or facilities are found by the Company that will permit storm water, surface water, groundwater, or other non-sanitary sewage drainage to enter into the sanitary sewer, regardless of whether actual flow is observed.
- (11) Should the Company find non-compliance after issuance of a Certificate of Compliance, the certificate shall be immediately voided and without legal effect. The Company will then give written notice to the Customer describing the non-compliance and stating that the Customer shall have a period of thirty (30) days from the date of such notice to achieve compliance with Rule 5(A) and to make an appointment for another inspection by the Company. At the time said reinspection is conducted, the Customer will be required to provide the Company with a certified statement from a licensed plumber verifying that the infraction resulting in the non-compliance status has been corrected in a manner permanent in nature that would make the possibility of reoccurrence highly improbable.

9. EXTENSION OF SEWERS

- A. Unless other terms or conditions are formally approved by the Commission, the Company shall extend its sewers in accordance with the Commission's Rules and on the following terms and conditions:
 - (1) Collection Sewers will be extended at locations acceptable to the Company only on public ways, alleys or easements that have been dedicated in such a manner as to clearly provide the Company with the perpetual right to own, operate and maintain a sanitary sewer system therein and in which grades have been established.
 - (2) Upon application being made for an extension of a sewer, the Company shall determine the size of sewer and shall estimate the cost of the proposed extension, including pipe, lift stations, manholes, fittings, portions of Customer Sewer Lateral

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under proposed pavements, all other materials and all other costs such as labor, permits, the expenses incurred by the Company for supervision, engineering, insurance, tools and equipment, accounting and other overhead expenses.

- (3) The cost of a main extension shall be determined by the Company pursuant to the Commission's Rules outlined in 170 IAC 8.5-4. Extensions made under this Rule shall generally be made with pipe eight inches (8") in diameter, except that in special cases exceptions can be made by the Company to comply with sound engineering principles; provided, however, that such sewer extensions shall in no event be less than six inches (6") in diameter. If the Company desires to make extensions of sewer with pipe larger than eight inches (8") in diameter, although not required to do so by sound engineering principles, the additional cost of the larger pipe shall be deducted from the total cost before computing the "per lot cost" as described in Section 10, Paragraph C.
- (4) Extensions made under this Rule shall be and remain the sole property of the Company.
- (5) The Company reserves the right to further extend its sewers from and beyond the terminus of each sewer extension made under this Rule. The applicant making a deposit hereunder shall not be entitled to any refund on account of any other or further extension or the attachment of any sewer services to any other or further extension.
- (6) The Company may require a contract with the depositor outlining any or all of the above terms and conditions.
- (7) Pursuant to 170 IAC 6-1.5-33, for any main extension, the applicant shall be required to pay the cost of the main extension, and the full gross-up state and federal taxes associated with the cost of the extension and the applicant shall receive refunds as provided in sections 170 IAC 6-1.5-36 and 37 of the Commission's Rules.

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10. EXTENSION OF SEWERS - SPECIAL

- A. Sewers may, at the discretion of the Company, be extended under the terms of Section 10, Paragraphs B through F in those areas where all of the following conditions exist:
- (1) All lands abutting the dedicated public way or easement along which the extension is to be made are subdivided into lots not more than one acre in size.
 - (2) No one individual, partnership or corporation or an affiliated group of individuals, partnerships and/or corporations owns or has an interest in more than twenty percent (20%) of the lots to be improved by the extension.
 - (3) At least eighty percent (80%) of the lots to be improved would be reasonably expected to take sewer service from the extension within ten (10) years of the date of its completion.
- B. The Company shall bear the full initial cost of the extension.
- C. The total cost of the extension, including all labor, material, engineering, supervision and direct construction overheads shall be divided by eighty percent (80%) of the total number of lots to be improved by the extension. The figure thus derived shall be considered the “per lot cost” of the sewer improvement.
- D. Extensions made under this Rule shall generally be made with pipe eight inches (8”) in diameter, except that in special cases exceptions can be made by the Company to comply with sound engineering principles; provided, however, that such sewer extensions shall in no event be less than six inches (6”) in diameter. If the Company desires to make extensions of sewer with pipe larger than eight inches (8”) in diameter, although not required to do so by sound engineering principles, the additional cost of the larger pipe shall be deducted from the total cost before computing the “per lot cost” as described in Section 10, Paragraph C.
- E. Any Customer making application for sewer service from the sewer extension will be required to make a “Contribution in Aid of Construction” in accordance with the Company’s election under the Commission’s Rules, as applicable.
- F. Extensions installed pursuant to this Section 10 shall be and remain the property of the Company.

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11. GENERAL CONDITIONS

- A. The Company reserves the right at any time to alter, amend, change or add to these Rules, Regulations, and Conditions of Service or to substitute other Rules, Regulations, and Conditions of Service, subject to the approval of the Indiana Commerce Commission or other regulatory body having jurisdiction.
- B. No representative, employee or agent of the Company has the right to alter or waive any of these Rules, Regulations, and Conditions of Service without the consent or approval of the Indiana Utility Regulatory Commission or other regulatory body having jurisdiction thereof.
- C. No employee or agent of the Company shall have the right or authority to bind the Company by any promise, agreement or representation contrary to the letter or intent of these Rules, Regulations, and Conditions of Service.

12. CUSTOMER COMPLAINTS

- A. A customer may complain at any time prior to disconnection to the Company about any bill, a security deposit, a disconnection notice, or any other matter relating to the Company's service 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 Company at its business office. A complaint shall be considered filed upon receipt by the Company, 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.
- B. The procedures for the resolution of customer complaints are set forth in the Commission's Rules, 170 IAC 16 *et al.*, as such may be amended from time to time.

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- C. Upon receiving each such complaint, the Company 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 Company's proposed disposition by the Commission. If the customer requests a special Meter reading, the first reading of the customer's Meter by the Company during its investigation shall not be subject to the charge for a special Meter reading prescribed in the Company's Rate Schedules. Subsequent readings, however, if requested by the customer, will be subject to the charge.
- D. In accordance with the Commission's Rules pursuant to 170 IAC 16 *et al.*, if the customer is receiving service at the time the complaint is received by the Company, his/her service will not be disconnected until at least ten days after the date on which the Company mails the notification of its proposed disposition of the matter to the customer.
- E. If the customer desires review of the Company's proposed disposition, he/she must submit a written request to the Commission in accordance with the Commission's Rules as set forth in 170 IAC 16-1-5. The Company will continue service to customer pending disposition of a complaint in accordance with the Commission's Rules.
- F. 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.

13. CONTRIBUTIONS

For any monetary or property contribution made to the Company, the applicant shall be required to pay to the Company, the full gross-up state and federal taxes associated with the value of the contribution.

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14. LIABILITY OF COMPANY

The Company shall not be liable for damages of any kind or character for any deficiency or failure of sewer service, for the blockage or breaking or sewer overload of any Collection Sewer, wherever located, for any deficiency in any Company or Customer Sewer Lateral, attachment or fixtures to any Collection Sewer, or any other facility used by the Company, or for any other interruption of sewer service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Company. The Company 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 Company.

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15. DEDUCT METERS.

- A. If a residential, commercial, industrial, or governmental customer believes that a significant volume of metered water is not discharged to the wastewater facilities, said user can, at its own expense and with approval from the Company, install such additional meters, metered services, or building sewer flow meters as required to establish the volume of metered water not discharged to the wastewater facilities or the actual volume of wastewater discharged to the wastewater facilities. Metered water that is not discharged to the wastewater facilities shall not be subject to sewer service charges.
- B. All requests to install additional water meters, meter services, or building sewer meters shall be made in writing to the Company. The request shall clearly state the reasons why the customer believes these facilities are needed and shall include a detailed description of the facilities proposed. No water meters, meter services, or building sewer meters may be installed without written approval from the Company.
- C. All building sewer meters shall be installed by a licensed plumber while a representative of the Company is present to observe and inspect said installation. Only Company-approved building sewer meters will be allowed. All deduct water meters and meter couplings shall be furnished by the Company. All costs for the installation of the meters shall be at the expense of the customer requiring the meter.
- D. Backflow prevention device required. All buildings connected to the Company's private water supply shall be equipped with backflow prevention devices, as designated by the Company's representative. All such devices shall meet the State of Indiana requirements and shall be installed within 30 days of written notice to the owner of such property to correct such deficiency. In addition, there shall be a backflow device installed when there is a deduct meter installed. The type of device is determined by Indiana State Plumbing codes; at a minimum, the device will need to be a testable device. The costs for this device, installation, and annual testing shall be borne by the customer.

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