

**FILED**  
**August 12, 2016**  
**INDIANA UTILITY**  
**REGULATORY COMMISSION**

Citizens Wastewater of Westfield, LLC  
2020 N. Meridian St.  
Indianapolis, IN 46202

~~FIRST REVISED PAGE NO. 6~~  
~~SUPERSEDING ORIGINAL PAGE NO. 6~~

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- 1.29 PREMISES**  
One contiguous piece of property owned by a single Customer, which is not intersected by a public right-of-way or thoroughfare.
- 1.30 PROPERLY SHREDDED GARBAGE**  
Wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in Public Sewers, with no particle greater than one-half (1/2) inch (one and twenty-seven one-hundredths (1.27) centimeters) in any dimension.
- 1.31 PUBLIC SEWER**  
Any combined or sanitary sewer or lift station located within the public right-of-way or a dedicated easement.
- 1.32 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.
- 1.33 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.
- 1.34 SEWAGE DISPOSAL SERVICE**  
Utility service whereby liquid and solid waste, sewage, night soil and industrial waste (except as limited by the Rules and Regulations of the Commission) of any single territorial area is collected, treated, purified and disposed of in a sanitary manner, and includes all sewage treatment plant or plants, main Sewers, submain Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.
- 1.35 SEWAGE DISPOSAL SYSTEM**  
The system by which the Utility provides Sewage Disposal Service, which includes the sewage treatment plant or plants, main Sewers, submain Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.
- 1.36 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.
- 1.37 SEWER**  
A pipe or conduit for carrying sewage.

1.38 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.

1.39 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.

1.40 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.

1.41 UTILITY

Citizens Wastewater of Westfield, LLC, 2020 North Meridian Street, Indianapolis, Indiana 46202 or any professional management firm that has been retained by Citizens Wastewater of Westfield, LLC to operate its Sewage Disposal System and that is acting in its capacity as the agent or representative of the Citizens Wastewater of Westfield, LLC.

1.42 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 of Westfield, LLC; and/or (3) gas delivery and gas supply services provided by Citizens Gas of Westfield.

1.43 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.citizensenergygroup.com>.

~~1.44 WASTEWATER HAULER~~

~~Any person who engages in the activity, service, business or leasing of vehicles for the purpose of transporting domestic wastewater to another location for disposal.~~

2. RATES AND UNIFORM CONDITIONS OF SERVICE

- 2.1 A copy of all rates and charges and these Terms and Conditions for Sewage Disposal Service is on file with the Commission and may be inspected by the public in the principal office of the Utility at 2020 North Meridian Street, Indianapolis, Indiana 46202 or on the Utility's website at [www.citizensenergygroup.com](http://www.citizensenergygroup.com).

- 2.2 All Sewage Disposal Service furnished by the Utility shall be subject to said rates and charges and these Terms and Conditions for Sewage Disposal Service, which are by reference made a part of all standard contracts for service, (except when modified by special contract approved by the Commission or as otherwise provided herein).
- 2.3 The failure of the Utility to enforce any rate and/or provision of these Terms and Conditions for Sewage Disposal Service shall not be deemed a waiver of its rights to do so.

### 3. WRITTEN APPLICATION OR CONTRACT FOR SERVICE MAY BE REQUIRED

- 3.1 A written application or contract properly executed in a form acceptable to the Utility, may be required from the Customer before the Utility is obligated to supply Sewage Disposal Service to the Customer, or as a condition for the continued supply of Sewage Disposal Service, provided, however, that the Utility shall have the right to reject an application for service if the applicant is unwilling or unable to comply with terms of service required by these rules.
- 3.2 No proposed connection or inlet shall be permitted, if in the opinion of the Utility, such inlet and connection would overburden such sewer. All opinions shall be validated by sound engineering judgment.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.

- 3.9 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 lateral permit from the Utility to do such work. A lateral permit is required to construct, repair, modify, connect, or abandon any lateral within the Utility's service area. All work must be in compliance with the Utility's Sanitary District Standard Specifications.
- 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 a plumbing contractor licensed by the State of Indiana or a contractor bonded to the Utility's satisfaction.
- 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 fee for an extension under this ~~RuleSection~~ shall be as provided for in Appendix A, and the extension shall be confirmed in writing.

- 3.14 After the Utility has granted the permit, the plumbing contractor or contractor as defined in ~~RuleSection~~ 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 A.
- 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 A 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.
- 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;
  - 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 ~~RuleSection~~ 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.
- 3.19 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 Section~~ 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 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.
- 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 RuleSection 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. 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.
- 5.1.1.1 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth in Appendix A.
- 5.1.1.2 A single charge may be made for each visit to the Customer's Premises to collect or attempt to collect a delinquent account for applicable Utility Services; such charge to the Customer shall be pursuant to the Delinquent Account Collection Charge reflected on Appendix A.
- 5.1.1.3 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.

- 5.1.1.4 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 Non-Industrial Customers, which will be a payment plan whereby the Combined Bill amount is deducted each month from the Non-Industrial Customer's checking account by the Non-Industrial Customer's authorized financial institution. The Utility shall continue to provide to the Non-Industrial 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.
- 5.1.4 The Utility shall provide for the application of Combined Bill payment as follows:
  - 5.1.4.1 In the case of partial payments of any Combined Bill, the Utility shall prorate Combined Bill payments based upon billed charges for Utility Services and apply payments first to the Customer's oldest outstanding charges for Utility Services and then to the Customer's current charges for Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.
  - 5.1.4.2 A Customer may direct application of partial payments of a Combined Bill to a particular Utility Service by notifying the Utility at the time of the payment. Notification shall consist of a telephone or in person conversation with a customer service representative.
  - 5.1.4.3 Payments in excess of the charges for applicable Utility Services will be applied to non-Utility Services balances and prorated according to the balances of the non-Utility Services.
- 5.2 The Utility shall measure usage and bill Customers in the following manner:
  - 5.2.1 To the extent possible, bills to Customers will be based on the Customer's metered water usage or estimated water usage in any given month as provided for in [RuleSection 5.2.2](#).
  - 5.2.2 In the event a 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 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.

6. DISCONNECTION 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 ~~RuleSection~~ 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 ~~this RuleSection 11~~ 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 service pipe or other fixtures on the Customer's property in a condition satisfactory to the Utility, and consistent with ~~RuleSection~~ 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 ~~RulesSections~~ 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 or Utility Sewer laterals, 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 ~~RuleSection~~ 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. 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 Service Customer provides the Utility with a medical statement from a licensed physician or public health official, which states that a disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Residential 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 Services 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 Commission's Rules, the Utility will disconnect only as provided in [RuleSection 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 [RuleSection 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 Non-Industrial 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 accept payment or offer the Utility's 24-hour payment arrangement as an alternative to disconnection. Upon presentation of satisfactory evidence, or acceptable payment, or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, Utility Services will not be disconnected. The Utility employee is not required to request payment or 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, telephone number and business hours 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 Sewer lateral 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 for any labor, material and associated restoration costs involved in disconnecting and reconnecting Sewage Disposal Service (which disconnection and reconnection charges are set forth in Appendix A); and
- 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 Customers in the following manner:
  - 7.1.1 The Utility may require any Industrial Customer to construct at the Industrial Customer's own expense, facilities to allow inspection, sampling and flow measurement and may also require sampling or metering equipment to be provided, installed and operated at the Industrial Customer's expense. When required by the Utility any Industrial Customer served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the Utility is [RuleSection 19.5](#). The manhole shall be installed so as to be safe and accessible at all times.
  - 7.1.2 To the extent the Utility does not require installation of metering equipment as provided in [RuleSection 7.1.1](#), each Industrial Customer shall report to the Utility by the twenty-fifth (25<sup>th</sup>) 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 NH<sub>3</sub>-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 [RuleSection 5.2.2](#).
  - 7.1.3 In the event that a self reporting Industrial Customer described in [RuleSection 7.1.2](#) fails to submit the report required by [RuleSection 7.1.2](#) by the twenty-fifth (25<sup>th</sup>) day of the following Month, the Industrial Customer shall pay late reporting charges according to the schedule set forth in Appendix A.

- 7.1.4 The Utility shall have the right to enter upon the land of any Industrial Customer to access the control manhole and to set up such equipment as is necessary to certify the reports submitted. It shall be the duty of the Industrial Customer to provide all necessary clearance before entry and not to unnecessarily delay or hinder the Utility in carrying out the measuring and sampling. The right of entry shall exist during any time the Industrial Customer is operating or open for business. In the event that a control manhole has not been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.
- 7.1.5 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 NH<sub>3</sub>-N strengths of particular industrial waste, such as, but not limited to, water purchase or usage, character of products, comparisons between the Industrial Customer data and collected data from like industries.
- 7.1.6 The cost of all tests, measurements and analyses taken by the Utility pursuant to the above ~~RulesSections~~ or otherwise shall be charged to the Industrial Customer tested in an amount equal to the actual average cost of such test, measurement or analysis as determined at the close of each Year. These costs shall be due and payable as provided in ~~RuleSection~~ 5.1.
- 7.1.7 No statement contained herein shall be construed as preventing any special agreement or arrangement between the Utility and any Industrial Customer whereby an industrial waste of unusual strength or character may be accepted by the Utility for treatment, subject to payment by the Industrial Customer pursuant to a special agreement which has been approved by the Commission.
- 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 of 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. UTILITY LIABILITY

- 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 Customer lateral, attachment or fixtures to any collection Sewer, or any other facility used by the Utility, or for any other interruption of Sewage Disposal Service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Utility. The Utility shall not be liable for any damage to any property caused by any of the foregoing reasons or for any other cause beyond the reasonable control of the Utility.

- 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. COMPLAINTS AND REVIEW

- 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 the 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 located at 2020 N. Meridian Street,

Indianapolis, Indiana 46202, or the Utility's website at [www.citizensenergygroup.com](http://www.citizensenergygroup.com). 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 Utility Services 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 (7) 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 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 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~~Section 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 ~~Section~~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 ~~Sections~~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 ~~RuleSection~~ 10.4 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 ~~RulesSections~~ 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.