

**BEFORE THE  
INDIANA UTILITY REGULATORY COMMISSION**

**PETITION OF CWA AUTHORITY, INC. FOR (1) )  
AUTHORITY TO INCREASE ITS RATES AND )  
CHARGES FOR WASTEWATER UTILITY SERVICE )  
IN THREE PHASES AND APPROVAL OF NEW )  
SCHEDULES OF RATES AND CHARGES ) CAUSE NO. 45151  
APPLICABLE THERETO; (2) APPROVAL OF A )  
LOW-INCOME CUSTOMER ASSISTANCE )  
PROGRAM; AND (3) APPROVAL OF CERTAIN )  
CHANGES TO ITS GENERAL TERMS AND )  
CONDITIONS FOR WASTEWATER SERVICE. )**

**SUBMISSION OF TEMPORARY RATES AND CHARGES AND  
REQUEST FOR A DETERMINATION OF THEIR COMPLIANCE  
WITH INDIANA CODE § 8-1-2-42.7 TO THE EXTENT NECESSARY**

CWA Authority, Inc. (“Petitioner”), by counsel, respectfully submits herewith its temporary rates and charges in accordance with Ind. Code § 8-1-2-42.7 and requests that the Commission determine those rates to be in compliance with the foregoing statute and authorize Petitioner to implement those rates on August 8, 2019, to the extent the Commission has not already issued an Order approving the Stipulation and Settlement Agreement on Less than All Issues (“Settlement Agreement”) entered into by and among Petitioner, the Indiana Office of Utility Consumer Counselor, the CWA Authority Industrial Group, the Citizens Action Coalition of Indiana, Inc., and the Indiana Community Action Association, Inc. (collectively, “Settling Parties”). In support thereof, Petitioner states as follows:

1. Petitioner filed the Petition initiating this Cause on October 12, 2018, which indicates: “This filing is made pursuant to Ind. Code § 8-1-2-42.7.”

2. In accordance with Ind. Code § 8-1-2-42.7 and the Commission’s Recommended Best Practices for Rate Cases (GAO 2013-5), Petitioner also filed its case-in-chief and workpapers on October 12, 2018.

3. On April 12, 2019, the Settling Parties entered into the Settlement Agreement, which resolved all but one issue raised in this proceeding, including the amount of the necessary Phase 1, Phase 2, and Phase 3 annual increases to Petitioner's *pro forma* operating revenues and the manner in which the total agreed upon annual revenue requirements should be allocated among Petitioner's customers classes. Revised schedules implementing the proposed permanent increase in rates and charges were attached to Petitioner's supplemental testimony filed in support of the Settlement Agreement on April 17, 2019.

4. On May 9, 2019, the Commission held an evidentiary hearing on the Settlement Agreement and the one contested issue. On May 22, 2019, the Settling Parties submitted an agreed-upon proposed order seeking approval of the Settlement Agreement.

5. Ind. Code § 8-1-2-42.7(e) provides, in relevant part, "If the commission does not issue an order on a petition filed by a utility under subsection (d) within three hundred (300) days after the utility files its case in chief in support of the proposed increase, the utility may temporarily implement fifty percent (50%) of the utility's proposed permanent increase in basic rates and charges, subject to the commission's review and determination under subsection (f). The utility shall submit the proposed temporary rates and charges to the commission at least thirty (30) days before the date on which the utility seeks to implement the temporary rates and charges."

6. Ind. Code § 8-1-2-42.7(f) provides, in relevant part, "The commission shall review the temporary rates and charges to determine compliance with this section. The temporary rates and charges take effect on the latest of the following dates unless the commission determines that the temporary rates and charges are not properly designed in compliance with this section: (1) The date proposed by the utility[;] [or] (2) Three hundred (300)

days after the date on which the utility files its case in chief . . . .”

7. The three hundred (300) day time period set forth in Ind. Code § 8-1-2-42.7(e) expires on August 8, 2019.

8. In accordance with Ind. Code § 8-1-2-42.7(e), Petitioner is submitting herewith its proposed temporary rates and charges which are designed to implement 50% of the annual Phase 1 increase to Petitioner’s *pro forma* operating revenues that was agreed to in the Settlement Agreement. The proposed rates and charges are designed in the manner agreed upon in the Settlement Agreement. A revised financial exhibit showing the calculation of 50% of the agreed-upon Phase 1 increase also is attached.

9. Petitioner proposes to implement the attached temporary Phase 1 rates and charges on August 8, 2019, if an Order has not been issued in this Cause approving the Settlement Agreement and accordingly requests the Commission review the attached rate schedules in accordance with Ind. Code § 8-1-2-42.7(f).

WHEREFORE, Petitioner requests the Commission review the attached schedules of rates and charges and determine their compliance with Ind. Code § 8-1-2-42.7 such that Petitioner can implement the attached rates and charges on August 8, 2019, to the extent an Order has not been issued in this Cause approving the Settlement Agreement.

Respectfully submitted,



Lauren R. Toppen (Atty. No. 23778-49)  
Michael E. Allen (Atty. No. 20768-49)  
CWA Authority, Inc.  
2020 N. Meridian Street  
Indianapolis, IN 46202  
Telephone: (317) 927-4318  
Facsimile: (317) 927-4318  
E-mail: ltoppen@citizensenergygroup.com  
mallen@citizensenergygroup.com

Michael B. Cracraft (Atty. No. 3416-49)  
Steven W. Krohne (Atty. No. 20969-49)  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, IN 46282-0200  
Telephone: (317) 236-2100  
Facsimile: (317) 592-4211  
E-mail: michael.cracraft@icemiller.com  
steven.krohne@icemiller.com

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing “Submission of Temporary Rates and Charges and Request for a Determination of Their Compliance with Indiana Code § 8-1-2-42.7 to the Extent Necessary” was served upon the following by delivering a copy thereof electronically this 9<sup>th</sup> day of July, 2019.

*Indiana Office of Utility Consumer Counselor*

Daniel LeVay

Lorraine Hitz-Bradley

Jason Haas

**INDIANA OFFICE OF UTILITY CONSUMER  
COUNSELOR**

115 West Washington Street, Suite 1500S

Indianapolis, IN 46204

dlevay@oucc.in.gov

lhitzbradley@oucc.in.gov

thaas@oucc.in.gov

infomgt@oucc.in.gov

*The CWA Industrial Group*

Joseph Rompala

Anne Becker

Aaron Schmoll

**LEWIS & KAPPES**

2500 One American Square

Indianapolis, IN 46282

jrompala@lewis-kappes.com

abecker@lewis-kappes.com

aschmoll@lewis-kappes.com

Jennifer A. Washburn

Margo Tucker

**CITIZENS ACTION COALITION, INC.**

**INDIANA COMMUNITY ACTION  
ASSOCIATION, INC.**

1915 West 18<sup>th</sup> Street, Suite C

Indianapolis, IN 46202

jwashburn@citact.org

mtucker@citact.org

/s/Lauren Toppen

An Attorney for Petitioner,

CWA Authority, Inc.

Michael E. Allen (Atty. No. 20768-49)

Lauren Toppen (Atty. No. 23778-49)

CWA Authority, Inc.

2020 N. Meridian Street

Indianapolis, IN 46202

Telephone: (317) 927-4318

Facsimile: (317) 927-4318

E-mail: mallen@citizensenergygroup.com

ltoppen@citizensenergygroup.com

Michael B. Cracraft (Atty. No. 3416-49)

Steven W. Krohne (Atty. No. 20969-49)

Ice Miller LLP

One American Square, Suite 2900

Indianapolis, IN 46282-0200

Telephone: (317) 236-2100

Facsimile: (317) 592-4211

E-mail: michael.cracraft@icemiller.com

steven.krohne@icemiller.com

**Wastewater Revenue Under Proposed Phase 1 Rates and 50 Percent Increase**

Line No.	Description	Rates			Units	Revenue		
		A Existing	B Phase 1	C 50%		E Existing <sup>1</sup>	F Phase 1	G 50%
<b>Non Industrial</b>								
1	Monthly Base Charge	\$ 18.75	\$ 21.25	\$ 21.25 /Month	2,899,732 Bills	\$ 54,369,900	\$ 61,619,200	\$ 61,619,200
Metered Volumes								
2	Non Industrial (First 7,500 gal.)	\$ 5.1621	\$ 6.0267	\$ 5.5354 /ccf	15,486,597 ccf	\$ 83,175,600	\$ 93,332,900	\$ 85,724,300
3	Non Industrial (Over 7,500 gal.)	\$ 5.5880	\$ 6.5240	\$ 5.9920 /ccf	14,752,495 ccf	82,737,600	96,245,200	88,396,900
4	Subtotal				30,239,092	\$ 165,913,200	\$ 189,578,100	\$ 174,121,200
5	Total Non Industrial Revenue					\$ 220,283,100	\$ 251,197,300	\$ 235,740,400
<b>Self Reporter &amp; Industrial</b>								
Monthly Base Charge (Based on Prior Year Average)								
6	Self Reporter & Industrial Tier 1 (450 1000 gal.)	\$ 24.03	\$ 25.03	\$ 25.03 /Month	1,024 Bills	\$ 24,600	\$ 25,600	\$ 25,600
7	Self Reporter & Industrial Tier 2 (3,600 1000 gal.)	\$ 52.46	\$ 54.64	\$ 54.64 /Month	1,356 Bills	\$ 71,100	\$ 74,100	\$ 74,100
8	Self Reporter & Industrial Tier 3 (27,000 1000 gal.)	\$ 250.88	\$ 261.30	\$ 261.30 /Month	1,168 Bills	\$ 293,000	\$ 305,200	\$ 305,200
9	Self Reporter & Industrial Tier 4 (>27,000 1000 gal.)	\$ 1,733.34	\$ 1,805.36	\$ 1,805.36 /Month	430 Bills	\$ 745,000	\$ 776,000	\$ 776,000
10	Subtotal				3,977	\$ 1,133,700	\$ 1,180,900	\$ 1,180,900
11	Self Reporter & Industrial Volume	\$ 3.3819	\$ 3.5209	\$ 3.4477 /ccf	6,447,801 ccf	\$ 21,805,800	\$ 22,702,100	\$ 22,230,100
12	Subtotal					\$ 21,805,800	\$ 22,702,100	\$ 22,230,100
13	Subtotal Self Reporter & Industrial					\$ 22,939,500	\$ 23,883,000	\$ 23,411,000
<b>Extra Strength Surcharge</b>								
14	BOD in Excess of 250 mg/l	\$ 0.4306	\$ 0.3807	\$ 0.3807 /lbs.	28,314,146 lbs.	\$ 12,192,100	\$ 10,779,200	\$ 10,779,200
15	TSS in Excess of 300 mg/l	\$ 0.1545	\$ 0.1562	\$ 0.1562 /lbs.	14,795,572 lbs.	\$ 2,285,900	\$ 2,311,100	\$ 2,311,100
16	NH <sub>3</sub> -N in Excess of 20 mg/l	\$ 0.4640	\$ 0.3880	\$ 0.3880 /lbs.	604,634 lbs.	\$ 280,600	\$ 234,600	\$ 234,600
17	Subtotal					\$ 14,758,600	\$ 13,324,900	\$ 13,324,900
18	Total Self Reporter and Surcharge Revenue					\$ 37,698,100	\$ 37,207,900	\$ 36,735,900
19	<b>Fats, Oils, and Grease</b>	\$ 30.00	\$ 30.00	\$ 30.00 /Month	45,821 Bills	\$ 1,374,600	\$ 1,374,600	\$ 1,374,600
<b>Wastewater Haulers</b>								
20	Septic and Non-Grease Haulers	\$ 56.24	\$ 56.24	\$ 56.24 /Mgal.	2,714 Mgal.	\$ 152,600	\$ 152,600	\$ 152,600
21	Grease Haulers	\$ 422.08	\$ 422.08	\$ 422.08 /Mgal.	0 Mgal.	-	-	-
22	Total Wastewater Haulers Revenue					\$ 152,600	\$ 152,600	\$ 152,600
23	<b>Satellite - Special Contract</b>	\$ 0.7959	\$ 0.9718	\$ 0.9718 /Mgal.	7,249,565 Mgal.	\$ 5,769,900	\$ 7,045,100	\$ 7,045,100
24	<b>Satellite - Tariff</b>	\$ 2.4852	\$ 3.1110	\$ 3.0854 /Mgal.	276,088 Mgal.	\$ 686,100	\$ 858,900	\$ 851,800
25	<b>Total Rate Revenue</b>					\$ 265,964,400	\$ 297,836,400	\$ 281,900,400
26	<b>Other Operating Revenue</b>					\$ 2,373,100	\$ 2,373,100	\$ 2,373,100
27	<b>Total Operating Revenue</b>					\$ 268,337,500	\$ 300,209,500	\$ 284,273,500
28						<b>Phase 1 Change</b>	\$ 31,872,000	\$ 15,936,000
29						<b>50% Increase</b>	\$ 15,936,000	

<sup>1</sup> Volumes used to calculate existing revenue reflect the test year volumes before the adjustment for lower of billing.

CWA Authority, Inc.  
2020 North Meridian Street  
Indianapolis, Indiana 46202

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**SEWER RATE NO. 1**

**NONINDUSTRIAL SEWAGE DISPOSAL SERVICE**

**AVAILABILITY:**

The Nonindustrial rates and charges shall be applied to all Nonindustrial Customers of the Utility as defined in Section 1 of the Utility's Terms and Conditions for Sewage Disposal Service. The Monthly Base Charge, together with the variable Treatment Charges, are subject to the Monthly Minimum Charge as noted in the table below.

**RATE:**

All Nonindustrial Customers of the Utility shall pay a fixed Monthly Base Charge per connection and a variable Treatment Charge as shown in the table below.\*

<b>Metered Monthly Rates</b>	<b>Phase 1 Eff.</b>
Monthly Minimum Charge	\$43.39
Monthly Base Charge	\$21.25
Treatment Charges:	
First 7,500 gallons (\$/1,000 gal.)	\$7.3805
First 10 CCF (\$/CCF)	\$5.5354
Over 7,500 gallons (\$/1,000 gal.)	\$7.9893
Over 10 CCF (\$/CCF)	\$5.9920

In addition to the charges above, the Environmental Compliance Plan Recovery Mechanism rate from Rider A, the System Integrity Adjustment rate from Rider B, and the Low Income Customer Assistance Program rate from Rider C shall apply.

**MINIMUM BILL PER MONTH:**

Each Nonindustrial Customer will pay a Monthly Minimum Charge if the combined Base Charge, Treatment Charges, and Rider A charge are less than the Monthly Minimum Charge. Seasonal customers will receive bills during all Months of the year even when only the Monthly Minimum Charge is due.

**\*BILLING FOR RESIDENTIAL CUSTOMERS FROM MAY THROUGH NOVEMBER:**

In the case of Residential Customers, the monthly billing for Sewage Disposal Service for the Months of May through November shall be based upon the monthly average of the water billed during the previous Months December through March *or* the Customer's actual usage, whichever is lower. In the event the monthly average of the water billed during such previous Months December through March is less than 3,000 gallons (4 CCF), the Customer will pay the Monthly Minimum Charge reflected in the above table. This would apply to new customers that did not have usage billed in any or all of the Months December through March. CCF refers to 100 cubic feet and is approximately equivalent to 750 gallons.

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**SEWER RATE NO. 1 - NONINDUSTRIAL SEWAGE DISPOSAL SERVICE (Cont'd.)**

**UNMETERED SEWER CUSTOMERS:**

All Residential Customers of the Utility who have an unmetered water source shall pay a monthly charge based on the number of occupants in the household. The charge will be calculated using a fixed Monthly Base Charge per connection and a variable Treatment Charge based on 1,800 gallons per occupant.

<b>Unmetered Monthly Rates</b>	<b>Phase 1 Eff.</b>
1 occupant (Monthly Minimum Charge)	\$43.39
2 occupants (3,600 gallons)	\$47.82
3 occupants (5,400 gallons)	\$61.10
4 or more occupants (7,200 gallons)	\$74.39

All other Nonindustrial Customers of the Utility who have an unmetered water source shall pay a monthly charge based on their estimated Monthly discharge. The charge will be calculated using a fixed Monthly Base Charge per connection and a variable Treatment Charge based on tiers below.

<b>Unmetered Monthly Rates</b>	<b>Phase 1 Eff.</b>
Small Flat Rate (5-10 ccf)	\$48.93
Large Flat Rate (11 ccf and above)	\$100.57

In addition to the charges above, the Environmental Compliance Plan Recovery Mechanism rate from Rider A, the System Integrity Adjustment from Rider B, and the Low Income Customer Assistance Program rate from Rider C shall apply to Unmetered Sewer Customers.

**WATER USED FOR FIRE PROTECTION:**

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 sewer user 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.

**PAYMENT:**

If the bill is not paid within seventeen days after its date of issue, a Late Payment Charge will be added as provided in Appendix A.



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**SEWER RATE NO. 2**

**INDUSTRIAL SEWAGE DISPOSAL SERVICE**

**AVAILABILITY:**

The Industrial rates and charges shall be applied to all Industrial Customers of the Utility as defined in Section 1 of the Utility’s Terms and Conditions for Sewage Disposal Service. The Monthly Base Charge, together with the variable Treatment Charges, are subject to the Monthly Minimum Charge as noted in the table below and billed according to Rule 7.1.

**RATE:**

All Industrial Customers of the Utility shall pay a fixed Monthly Base Charge per connection, in addition to variable Treatment and Surveillance Charges as shown in the table below.

<b>Metered Monthly Rates:</b>	<b>Phase 1 Eff.</b>
Monthly Minimum charge	
Tier 1	\$38.82
Tier 2	\$68.43
Tier 3	\$275.09
Tier 4	\$1,819.15
Monthly Base charge	
Tier 1	\$25.03
Tier 2	\$54.64
Tier 3	\$261.30
Tier 4	\$1,805.36
Treatment charges	
Per 1,000 gallons	\$4.3947
Per CCF	\$3.2960
Industrial Surveillance Rate	
Per 1,000 gallons	\$0.2022
Per CCF	\$0.1517
Total Treatment and Surveillance Rate	
Per 1,000 gallons	\$4.5969
Per CCF	\$3.4477

In addition, the Environmental Compliance Plan Recovery Mechanism rate from Rider A and the Low Income Customer Assistance Program rate from Rider C shall apply.

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2020 North Meridian Street  
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**SEWER RATE NO. 2 – INDUSTRIAL SEWAGE DISPOSAL SERVICE (Cont'd)**

**TIER CLASSIFICATION:**

For the purpose of the application of the Monthly Base Charge and Monthly Minimum Charge, the Tiers are determined based on annual billed treatment volumes per discharge meter or outfall as follows:

- Tier 1: annual billed treatment volumes up to 600 CCF (450 1,000 gallons)
- Tier 2: annual billed treatment volumes greater than 600 CCF (450 1,000 gallons), but less than 4,800 CCF (3,600 1,000 gallons)
- Tier 3: annual billed treatment volumes greater than 4,800 CCF (3,600 1,000 gallons), but less than 36,000 CCF (27,000 1,000 gallons)
- Tier 4: annual billed treatment volumes greater than 36,000 CCF (27,000 1,000 gallons)

The annual billed treatment volumes per discharge meter or outfall will be based on the twelve months ending each February. The tier classifications will become effective each May and remain in effect for twelve months.

For new customers, the tier assigned will be Tier 2. For customers with less than twelve months billed treatment volume, the tier assigned will be based on an annualization of the data available (i.e. monthly average of billed discharge volumes multiplied by twelve).

**MINIMUM BILL PER MONTH:**

Each Industrial Customer will pay a Monthly Minimum Charge if the combined Monthly Base Charge, together with the variable Treatment and Surveillance Charges are less than the Monthly Minimum Charge.

**PAYMENT:**

If the bill is not paid within seventeen days after its date of issue, a Late Payment Charge will be added as provided in Appendix A.

**SPECIAL PROVISIONS:**

Where pretreatment is necessary in order to comply with the Utility's Terms and Conditions for Sewage Disposal or categorical pretreatment standards found in 40 CFR Chapter I, Subchapter N, Parts 405—471 and 327 IAC 5-12-6, Industrial Customers shall be subject to charges and fees established by the Utility's Board to provide for the recovery of costs of the pretreatment program. The applicable charges or fees may include: (1) fees for reimbursement of costs of setting up and operating the pretreatment program; (2) fees for monitoring, inspections and surveillance procedures; (3) fees for reviewing accidental discharge procedures and construction; (4) fees for filing appeals; (5) fees for consistent removal (by the Utility) of pollutants otherwise subject to federal pretreatment standards; (6) other fees as the Board of the Utility may deem necessary to carry out the requirements of the pretreatment program.

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Indianapolis, Indiana 46202

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**SEWER RATE NO. 3**

**FATS, OIL AND GREASE CHARGE**

**APPLICABILITY:**

Customers that are by Ordinance required to be licensed as a food/cooking establishment, or which the Utility, in its sole discretion determines are a commercial food/cooking establishment, shall be subject to a monthly charge for "Fats, Oil & Grease" ("FOG"). The FOG charge will support the additional costs of administering, monitoring, and treating the excessive strength waste associated with these establishments.

**RATE:**

The monthly FOG charge is shown in the table below.

<b>Monthly Rate</b>	\$30.00
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**SEWER RATE NO. 4**

**WASTEWATER HAULER RATES**

**APPLICABILITY:**

Wastewater Haulers shall pay the metered rates and charges set forth below.

**RATE:**

The monthly metered rates in addition to the excessive strength surcharges applicable to Wastewater Haulers are set forth in the table below.

<b>Metered Monthly Rates:</b>	
Septic and Other Non-Grease: Per 1,000 Gallons	\$56.24
Grease Waste: Per 1,000 Gallons	\$422.08
<b>Excessive Strength Surcharges – Per pound:</b>	
BOD in excess of 6,000 mg/l (\$/lb.)	\$0.3807
TSS in excess of 15,000 mg/l (\$/lb.)	\$0.1562
NH <sub>3</sub> -N in excess of 400 mg/l (\$/lb.)	\$0.3880

In addition to the charges above, the Environmental Compliance Plan Recovery Mechanism rate from Rider A and the System Integrity Adjustment rate from Rider B shall apply to the Wastewater Hauler metered monthly volumes and not to the Excessive Strength volumes.

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 2020 North Meridian Street  
 Indianapolis, Indiana 46202

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**SEWER RATE NO. 5**

**SELF-REPORTING SEWAGE DISPOSAL SERVICE**

**AVAILABILITY:**

The Self-Reporting rates and charges shall be applied to all Self-Reporting Customers of the Utility as defined in Section 1 of the Utility’s Terms and Conditions for Sewage Disposal Service.

**RATE:**

All Self-Reporting Customers of the Utility shall pay a fixed Monthly Base Charge per discharge meter or outfall, in addition to variable Treatment and Surveillance Charges and Excessive Strength Surcharges as shown in the table below.

<b>Monthly Rates:</b>	<b>Phase 1 Eff.</b>
Monthly Minimum Charge	
Tier 1	\$38.82
Tier 2	\$68.43
Tier 3	\$275.09
Tier 4	\$1,819.15
Monthly Base charge	
Tier 1	\$25.03
Tier 2	\$54.64
Tier 3	\$261.30
Tier 4	\$1,805.36
Treatment charges	
Per 1,000 gallons	\$4.3947
Per CCF	\$3.2960
Industrial Surveillance Rate	
Per 1,000 gallon	\$0.2022
Per CCF	\$0.1517
Total Treatment and Surveillance Rate	
Per 1,000 gallons	\$4.5969
Per CCF	\$3.4477
<b>Excessive Strength Surcharges-- Per pound:</b>	
BOD in excess of 250 mg/l (\$/lb.)	\$0.3807
TSS in excess of 300 mg/l (\$/lb.)	\$0.1562
NH <sub>3</sub> -N in excess of 20 mg/l (\$/lb.)	\$0.3880

In addition, the Environmental Compliance Plan Recovery Mechanism rate from Rider A and the Low Income Customer Assistance Program rate from Rider C shall apply.

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2020 North Meridian Street  
Indianapolis, Indiana 46202**

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**SEWER RATE NO. 5 – SELF-REPORTING SEWAGE DISPOSAL SERVICE (Cont'd)**

**TIER CLASSIFICATION:**

For the purpose of the application of the Monthly Base Charge and Monthly Minimum Charge, the Tiers are determined based on annual billed treatment volumes per discharge meter or outfall as follows:

- Tier 1: annual billed treatment volumes up to 600 CCF (450 1,000 gallons)
- Tier 2: annual billed treatment volumes greater than 600 CCF (450 1,000 gallons), but less than 4,800 CCF (3,600 1,000 gallons)
- Tier 3: annual billed treatment volumes greater than 4,800 CCF (3,600 1,000 gallons), but less than 36,000 CCF (27,000 1,000 gallons)
- Tier 4: annual billed treatment volumes greater than 36,000 CCF (27,000 1,000 gallons)

The annual billed treatment volumes per discharge meter or outfall will be based on the twelve months ending each February. The tier classifications will become effective each May and remain in effect for twelve months.

For new customers, the tier assigned will be Tier 2. For customers with less than twelve months billed treatment volume, the tier assigned will be based on an annualization of the data available (i.e. monthly average of billed discharge volumes multiplied by twelve).

**MINIMUM BILL PER MONTH:**

Each Self-Reporting Customer will pay a Monthly Minimum Charge, if the combined Monthly Base Charge, together with the variable Treatment and Surveillance Charges are less than the Monthly Minimum Charge.

**PAYMENT:**

If the bill is not paid within seventeen days after its date of issue, a Late Payment Charge will be added as provided in Appendix A.

**SPECIAL PROVISIONS:**

Where pretreatment is necessary in order to comply with the Utility's Terms and Conditions for Sewage Disposal or categorical pretreatment standards found in 40 CFR Chapter I, Subchapter N, Parts 405—471 and 327 IAC 5-12-6, Industrial Customers shall be subject to charges and fees established by the Utility's Board to provide for the recovery of costs of the pretreatment program. The applicable charges or fees may include: (1) fees for reimbursement of costs of setting up and operating the pretreatment program; (2) fees for monitoring, inspections and surveillance procedures; (3) fees for reviewing accidental discharge procedures and construction; (4) fees for filing appeals; (5) fees for consistent removal (by the Utility) of pollutants otherwise subject to federal pretreatment standards; (6) other fees as the Board of the Utility may deem necessary to carry out the requirements of the pretreatment program.

In the event a Self-Reporting Customer who does not have BOD, TSS and NH<sub>3</sub>-N fails to submit the report required by Rule 5.5.2 for three consecutive months, the Customer will be moved to Sewer Rate No. 2. The Utility shall measure usage and bill the Customer as provided for in Rule 7. The Customer will not be able to return to Sewer Rate No. 5 for twelve Months.

**SEWER RATE NO. 6**

**WHOLESALE SEWAGE DISPOSAL SERVICE**

**AVAILABILITY:**

Wholesale Sewage Disposal Service shall be available to all municipalities, conservancy districts and any other entities that own and operate facilities for the collection of wastewater (“Collection Systems”) from retail customers in geographic areas located adjacent to the Utility’s Sewage Disposal System that transport wastewater to the Utility’s Sewage Disposal System for treatment and disposal, subject to satisfying each of the Special Provisions set forth below (collectively referred to below as “Communities,” and individually “Community”).

**RATE:**

**1. Variable Treatment Charge**

All Communities receiving Wholesale Sewage Disposal Service shall pay the Variable Treatment as shown in the table below:

<b>Treatment Charge</b>	<b>Phase 1 Eff.</b>
Per 1,000 Gallons	\$3.0854

**2. Excessive Strength Surcharges**

In addition, all Communities receiving Wholesale Sewage Disposal Service shall pay the Excessive Strength Surcharges shown in the table below:

<b>Excessive Strength Surcharges – per pound</b>	<b>Phase 1 Eff.</b>
BOD in excess of 250 mg/1	\$0.3807
TSS in excess of 300 mg/1	\$0.1562
NH3-N in excess of 20 mg/1	\$0.3880

**3. Rates Subject to Change and Other Riders**

The foregoing rates are subject to change, with Commission approval. In addition, the Environmental Compliance Plan Recovery Mechanism rate from Rider A, the System Integrity Adjustment rate from Rider B, and any other changes in rates or charges due to adjustment mechanisms approved by the Commission, shall apply. Notwithstanding Ind. Code § 8-1-2-42, whenever the Utility petitions the Commission for a change in rates or charges that affects its rates or charges under this Sewer Rate No. 6, the Utility shall notify each Community in writing thirty (30) days prior to the filing of the petition of its intention to request a change in rates or charges and the estimated amount of the proposed change in rates or charges.

**CWA Authority, Inc.**  
**2020 North Meridian Street**  
**Indianapolis, Indiana 46202**

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**SEWER RATE 6 - WHOLESALE SEWAGE DISPOSAL SERVICE (Cont'd)**

**MONTHLY MINIMUM CAPACITY CHARGE**

Each Community maintaining a metered connection to the Utility's Sewage Disposal System will pay a Monthly Minimum Capacity Charge of \$5,000 per MGD of Average Daily Flow, if the combined Variable Treatment Charge and Excessive Strength Surcharges are less than the Monthly Minimum Capacity Charge.

**CAPACITY AND CONNECTIONS**

The Utility will certify to each Community that a certain specified capacity Average Daily Flow rate and Peak Daily Flow rate is available for the Community (the "Permitted Capacity"). If a Community plans to construct larger or additional connections to the Utility's system or increase flows to the system in a manner that would exceed the certified Permitted Capacity, the Community shall first submit an application to the Utility for review and approval in the form designated by the Utility. If a Community exceeds its Peak Daily Flow on at least five days during a monthly reporting period, the Utility may assess a surcharge in the amount of ten percent (10%) of the monthly Variable Treatment Charge for the Month of exceedance.

"Average Daily Flow" shall mean the total flow as reflected on the previous 12 monthly reports submitted to CWA divided by the number of days covered by those monthly reports.

"Peak Daily Flow" shall mean the total gallons of flow in any 24-hour period which period begins at 12:00 A.M. and ends at 11:59 P.M.

**BILLING AND PAYMENT OF BILLS:**

Each month, the Utility will submit a written statement to the Community based on the number of gallons of wastewater discharged from the Community's Collection System into the Utility's Sewage Disposal System shown on the report submitted by the Community during the preceding calendar Month ("Bill"). The Bill will show the computation of the Variable Treatment Charge and the Excessive Strength Surcharge, if any, for such calendar Month. The computation of the Excessive Strength Surcharge will be applied only to flow streams specifically sampled for an Excessive Strength Surcharge and will be calculated based on the monthly flow volume specific to the sampled and analyzed flow stream. Each Bill shall be in a form and content designated by the Utility. If the Community does not pay the Bill within forty-five (45) days after its date of issue, a late payment charge will be added as provided in Appendix A.



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**SEWER RATE 6 - WHOLESALE SEWAGE DISPOSAL SERVICE (Cont'd)**

**SPECIAL PROVISIONS:**

**1. Connection Obligations.**

The Community must have installed, at the Community's sole cost and expense, any connections, including, but not limited to, the connecting sewer mains and tap-in pipes, as well as any pump stations (collectively, the "Connections"), that are necessary or appropriate to connect the Community's Collection System to the Utility's Sewage Disposal System so that the wastewater generated within the Community's service area and designated by the Community to be treated by the Utility will be transported and discharged into the Utility's Sewage Disposal System. The location of such Connections must be depicted on a map the Community provides to the Utility.

**2. Metering Obligations.**

The Community is responsible to install, at the Community's sole cost and expense, all Meters designated as necessary or appropriate by the Utility to record the volume of wastewater transported and discharged into the Utility's Sewage Disposal System from the Community's Collection System. The location of all Meters is subject to the Utility's initial approval. The Community will calibrate the Meters not less than one (1) time every calendar year and at other times upon the reasonable request of the Utility. The Community will notify the Utility when such calibration is complete and maintain all records associated with the calibration for a period of two (2) years. After thirty (30) days' notice to the Community, if the Community does not perform the required calibration, notify the Utility, or maintain a record showing the calibration has been performed, the Utility may cause the calibration to be performed at the Community's cost and expense.

**3. Obligation to Sample and Test.**

The Community is responsible to install at the Community's sole cost and expense, sampling ports ("Sampling Ports") to sample wastewater transported and discharged into the Utility's Sewage Disposal System from the Community's Collection System at locations reasonably designated by the Utility. The Community shall on a frequency determined by the Utility, but no more frequently than monthly, obtain and test samples of the wastewater discharged from the Community's Collection System into the Utility's Sewage Disposal System from each Sampling Port. The tests shall consist of a 24-hour composite sample or other sampling method, as mutually agreed upon by the Community and the Utility. The tests shall determine the pH level, as well as the levels of BOD, TSS, NH<sub>3</sub>-N and any other pollutant parameter, as reasonably requested by the Utility in each wastewater sample. The results of such tests shall be reported to the Utility in writing in a form prescribed by the Utility. All measurements, tests and analysis of the characteristics of the wastewater shall be determined in accordance with the latest edition of "Standards Methods of 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 Community will be responsible for all costs and expenses associated with the measuring, sampling and testing of the wastewater. However, the Utility may at its sole cost and expense, upon 24 hour notice to the Community, obtain samples of the wastewater being discharged from the Community's Collection System into the Utility's Sewage Disposal System using any of the Sampling Ports, and the same type of sampling and testing methodology as required by the Community, and cause tests of each such sample to be conducted to determine the characteristics of the Community's wastewater.

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**SEWER RATE 6 - WHOLESALE SEWAGE DISPOSAL SERVICE, (Cont'd)**

**4. Additional Connections/Sampling Ports/Meters.**

The Community may install and construct, at the Community's sole cost and expense, additional Connections, Sampling Ports or Meters as the Community's Collection System develops over time, subject to obtaining prior written consent of the Utility. In addition, the Utility shall have the right to require the Community to install or construct additional Connections, Sampling Ports or Meters reasonably required and based solely on the Community's flow in excess of the Permitted Capacity to be transmitted to the Utility. The additional Connections/Sampling Ports/Meters will be a part of the Community's Collection System. The Utility will be afforded access to the work sites as is reasonably necessary for the Utility and its representatives to observe, inspect and test the installation and construction of the Community's Connections, Meters and Sampling Ports. The Community will not permit any wastewater to be discharged from the Community's additional Connections, Meters and Sampling Ports into the Utility's Sewage Disposal System until after the Community has completed the installation and construction of the additional Connections, Meters and Sampling Ports and the Utility has inspected and approved such additional Connections, Meters and Sampling Ports.

**5. Reporting of Metered Volumes and Sample Results.**

The Community will, on or before the last day of each calendar Month, at its sole cost and expense, submit a written report to the Utility in a form specified by the Utility and certified by an appropriate official of the Community as being true, accurate and complete. The written report will contain for the calendar month preceding the calendar month in which the report is delivered, the volumes of wastewater for each metered connection, estimated flow volumes for unmetered connections, and the Excessive Strength Surcharge test results of wastewater discharged from the Community's Collection System into the Utility's Sewage Disposal System. The written report will clearly identify which, if any, flow streams or connections were sampled for Excessive Strength Surcharges, and the results of any such tests.

**6. Plans and Specifications.**

Each Community receiving Wholesale Sewage Disposal Service as of the effective date of this Sewer Rate No. 6, has submitted plans and specifications for its existing Connections, Meters and Sampling Ports ("Plans and Specifications") to the Utility, and the Utility has approved those Plans and Specifications. For Communities that begin treatment service after January 1, 2017, the Community shall submit Plans and Specifications to the Utility for review and approval at least forty-five (45) days before the scheduled commencement date of the installation and construction.

A Community will submit any proposed modifications, amendments or additions to the Plans and Specifications to the Utility for review and approval at least forty-five (45) days before the scheduled commencement date of the installation and construction of any such improvements or modifications. The Utility will notify the Community in writing of its approval or disapproval of such revisions within thirty (30) days after submission.

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At least annually, the Community and the Utility shall meet to discuss and review the Community's plans for wastewater service as a means for the Utility to be prepared for any significant changes in the Community's flows or loadings. This includes discussions related to significant Community wastewater expansions, changes in the number of customers and type, and other system changes that impact the Utility's ability to operate and maintain the Utility's Sewage Disposal System.

**7. Maintenance of Connections, Meters and Sampling Ports.**

The Community, at its sole cost and expense, shall at all times maintain the Connections, Meters and Sampling Ports in good working order, condition and repair. In the event the Community fails to keep the Connections, Meters or Sampling Ports in good working order, condition and repair, the Utility may serve written notice on the Community specifying the maintenance, repair or replacement of the Connections, Meters or Sampling Ports which the Utility reasonably believes appropriate. If the Community fails to address the Utility's concerns and does not begin to perform the repairs, maintenance work or replacements within thirty (30) days of its receipt of that notice, the Utility may arrange for the maintenance, repair or replacement of the Connections, Meters, or Sampling Ports and the Community shall pay all reasonable costs and expenses incurred by the Utility in connection with such maintenance, repair or replacement. If the Utility determines the condition of the Connection, Meters or Sampling Ports poses an immediate threat to public health and safety, the Utility, without prior notice to the Community, may arrange for all corrective work to be performed and the Community shall pay reasonable costs incurred by the Utility in connection with such emergency work.

**8. Maintenance of Community's Collection System.**

The Community will, at its sole cost and expense, maintain the Community's Collection System.

**9. Right to Inspect.**

In addition to inspecting samples from the Sampling Ports as described in Section 3 of the Special Provisions, the Utility may enter and inspect, and collect samples from, any part of the Community's Collection System. This right of entry and inspection shall extend to public streets, easements and property within which the Community's Collection System is located.

The Utility also shall have, and upon request of the Utility the Community shall use its best efforts to obtain for the Utility's use, the right to enter upon private property to inspect the waste discharge of the Community's industrial customers, including on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to (with the right to copy) all pertinent compliance records located on the premises of the Community's industrial customers.

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**SEWER RATE 6 - WHOLESALE SEWAGE DISPOSAL SERVICE** (Cont'd)

**10. Further Obligations Regarding Discharges.**

All wastewater transported or discharged from the Community's Collection System into the Utility's Sewage Disposal System shall be substantially free from any sand, gravel, street waste, leaves, paper, cyanide, coal tar, oil, grease, acids, dry cleaning fluids, or any other foreign material or industrial wastes, and not contain materials, substances or discharges prohibited by the Sewage Restrictions set forth in Rule 16 of the Utility's Terms and Conditions for Sewage Disposal Service Within Marion County (hereinafter "Prohibited Materials"). Upon discovery or notice that Prohibited Materials in excess of what is considered reasonable are being transported or discharged from the Community's Collection System into the Utility's Sewage Disposal System, and upon notice from the Utility, the Community shall: (i) use reasonable efforts and diligence to identify the source of the Prohibited Materials; (ii) notify the source of the Prohibited Materials to immediately cease the discharge of Prohibited Materials into the Community's Collection System within twenty-four (24) hours after identifying the source of the Prohibited Materials; and (iii) disconnect the source of the Prohibited Materials from the Community's Collection System within forty-eight (48) hours after identification, if the source fails to stop discharging Prohibited Materials into the Community's Collection System within twenty-four (24) hours after the Community's request therefore. The Community also will pay all fines, penalties, costs and expenses that are incurred by the Utility in connection with or as a result of Prohibited Materials being discharged from the Community's Collection System into the Utility's Sewage Disposal System, including, without limitation, all fines levied by the State of Indiana or the EPA. The Community is further responsible for and will pay the Utility upon demand for all damages to the Utility's Sewage Disposal System caused by or resulting from the discharge of any material or waste into the Utility's Sewage Disposal System from the Community's Collection System which causes interference, pass-through, obstruction, damage or any other impairment to the Utility's Sewage Disposal System. The Community also will pay all costs and expenses incurred by the Utility to clean or repair the Utility's Sewage Disposal System and any penalty, fine or cost of compliance with injunctions or other orders of a court or governmental authority imposed against the Utility as a result of any such interference, pass-through, obstruction, damage or impairment, and all other costs and expenses incurred by the Utility as a result of any such interference, pass through, obstruction, damage or impairment, including, but not limited to, expert, consultant, and attorneys' fees.

**11. Compliance with Pretreatment Standards.**

If the Community does not have a United States Environmental Protection Agency delegated and approved pretreatment program or one implemented by the Indiana Department of Environmental Management, pursuant to 40 CFR Part 403, the Utility is obligated to implement an industrial pretreatment permitting program for industrial users that discharge flows to the Utility's facilities for treatment.

To the extent implementation of a pretreatment program is necessary for industrial customers within a Community, the Community will maintain in full force and effect a Sewer Use Ordinance providing that industrial users of the Community's system will comply with any and all pretreatment requirements set forth by the Utility and as required by any applicable federal or state statute or rule, and those currently established in 40 CFR Chapter I, Parts 405-471, the pretreatment standards set forth in 327 IAC 5-16 *et seq.*, as well as any rules and regulations adopted by Resolution of the Utility's Board in furtherance of those pretreatment standards. In addition, the Utility may require an annual certification from the Community certifying its compliance with pretreatment requirements, including results of surveys to determine whether industrial users discharge into the Community's system.