

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

~~FIRST REVISED PAGE NO. 27~~
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- 17.2.8 Any substance that may cause the Sewage Disposal System's effluent or any other product of the wastewater works such as residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the Sewage Disposal System cause the Sewage Disposal System to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under section 405 of the Federal Water Pollution Control Act;
- 17.2.9 Any substance that will cause the Sewage Disposal System to violate its NPDES permit or the receiving stream's water quality standards;
- 17.2.10 Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes, inks and vegetable tanning solutions;
- 17.2.11 Any wastewater containing Radioactive Material above limits contained in regulations, licenses or orders issued by the appropriate authority having control over their use. The disposal of any licensed Radioactive Material must meet applicable local, state or federal requirements;
- 17.2.12 Any wastewater containing a total petroleum hydrocarbons concentration as determined by a procedure deemed appropriate by the Utility in excess of two hundred (200) mg/l. This limitation shall apply at the point of discharge to the Sewage Disposal System and is the maximum concentration allowed in any single grab sample collected from the waste stream;
- 17.2.13 Any gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, carbides, hydrides, stoddard solvents, sulfides, epoxides, esters, amines, polynuclear aromatic hydrocarbons, pyridines, new and used motor oil, or antifreeze, except at concentrations that do not exceed levels of such substances that are routinely present in the normal wastewater discharge and do not otherwise violate the conditions of an industrial discharge permit or a special agreement;
or
- 17.2.14 Polychlorinated biphenyls (PCBs) in any detectable concentrations.
- 17.2.15 Any waters or waters containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- 17.2.16 Unusual concentrations of inert, suspended solids (such as but not limited to Fullers earth, lime slurries and lime residues), or dissolved solids (such as but not limited to sodium chloride and sodium sulfate).

- 17.3 No person shall discharge or cause to be discharged a wastewater that has a twenty-four-hour composite value in excess of the values shown below:

Parameter	Instantaneous Grab Sample (mg/1)	(Composite Samples) Daily Maximum Concentration (mg/1)	(Average of Composite Samples) 30 Day Average Concentration (mg/1)
Cyanide (Amendable)	0.40	0.20	0.08
Cyanide (Total)	1.28	0.64	0.24
Chromium (V1)	0.50	0.25	0.09
Chromium (Total)	8.4	4.2	1.6
Copper	4.0	2.0	1.0
Nickel	7.2	3.6	1.8
Zinc	6.8	3.4	1.5
Lead	1.6	0.8	0.4
Cadmium	2.0	1.0	0.5
Tin	4.0	2.0	1.0
Fluoride	60.0	30.0	30.0

- 17.4 The limitations set forth in [SectionRule 17.3](#) apply at the point of discharge to the Sewage Disposal System. The limitations for amendable cyanide, total cyanide and phenols apply to twenty-four-hour composite samples only in those cases where the composite sample is preserved according to EPA approved methods prior to collection. Otherwise, the values set forth for amendable cyanide, total cyanide and phenols or, with the approval of the Utility, any other listed Pollutants shall apply to an instantaneous grab sample taken during prevailing discharge conditions and representative of the facility's discharge in general. The limitations and requirements imposed in [SectionRules 17.1](#) and [17.2](#) apply at the point of discharge to the Sewage Disposal System unless specified otherwise.

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

18. REQUIRED INSTALLATION OF FOOD WASTE DISPOSER

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

19. GREASE INTERCEPTOR

- 19.1** A grease interceptor shall be installed in the waste line leading from sinks, drains and other fixtures or equipment in restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, factories or school kitchens; or other establishments where grease may be introduced into the drainage or sewage system in quantities that can affect line stoppage or hinder sewage treatment. The characteristics, size and method of installation of the grease interceptor shall meet the requirements imposed by the Indiana Fire Prevention and Building Safety Commission and shall be reviewed and approved by the Utility prior to the commencement of installation. Approval of proposed facilities or equipment does not relieve the person of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose. A grease interceptor is not required for individual dwelling units or for any private living quarters.
- 19.2** Where installed, all grease interceptors shall be maintained by the Customer, at his or her sole expense, in continuously efficient operation at all times.
- 19.3** The Customer shall provide evidence, such as invoices, that grease interceptors are cleaned and maintained regularly. This evidence shall be retained by the customer for a period of at least 24 months. The Utility may discontinue water and/or Sewage Disposal Service to Customers for their refusal to provide evidence that the grease interceptor has been cleaned and regularly maintained.

20. INDUSTRIAL CUSTOMER WASTE DISCHARGE

- 20.1** Neither the Applicant, Customer nor any occupant of the property or Premises shall discharge, or cause to be discharged, into the service pipe or into the collection Sewer any "industrial wastes" consisting of solids, liquids or gaseous wastes resulting from any industrial or manufacturing operation or process, or from the development of any natural resource, without first obtaining written permission for such discharge, or significant increase in such discharge, from the Utility, and from any regulatory authority or governmental unit having jurisdiction over such a discharge of wastes.
- 20.2** Where necessary in the Utility's opinion, the Applicant or Customer shall provide, at the Applicant or Customer's expense, such pretreatment as may be necessary to reduce objectionable characteristics or constituents to within the maximum limits provided for in these Terms and Conditions for Sewage Disposal Service or that may be necessary to ensure that the discharge does not cause or contribute to an exceedance of the Sewage Disposal System's NPDES permit.
- 20.3** Industrial Customers shall comply with all categorical pretreatment standards, found in 40 CFR 403.
- 20.4** Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at the Customer's expense.

- 20.5 Where necessary in the Utility's opinion, the Industrial Customer shall provide, at the Customer's expense, such measures as may be necessary to control the quantities and rates of discharge of waters or wastes. Plans, specifications and any other pertinent information relating to pretreatment or control facilities shall be submitted for approval of the Utility, and no construction of such facilities shall be commenced until approval, in writing, is granted. Where such facilities are provided, they shall be maintained continuously in satisfactory and effective operating order by the Industrial Customer at its expense and shall be subject to periodic inspection by the Utility to determine that such facilities are being operated in conformance with applicable Federal, State, and local laws and permits. The Industrial Customer shall maintain operating records and shall submit to the Utility a monthly summary report of the character of the influent and effluent to show performance of the treatment facilities and for comparison against monitoring records.
- 20.6 The Utility may require a special contract for the discharge of industrial wastes to the system that contains inspection, monitoring, recordkeeping, and reporting requirements deemed necessary by the Utility to implement the provision of these Terms and Conditions.

21. ACCIDENTAL DISCHARGE

- 21.1 Each Industrial Customer shall provide protection from Accidental Discharge of substances identified in [SectionRule](#) 17 of these Terms and Conditions for Sewage Disposal Service. Facilities to prevent Accidental Discharge shall be provided and maintained at the Customer's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be available to the Utility for review and approval, as necessary. No Industrial Customer who commences contribution to the Sewage Disposal System shall be permitted to introduce Pollutants into the system until Accidental Discharge procedures are available.
- 21.2 In the case of an Accidental Discharge, it is the responsibility of the Industrial Customer to immediately telephone and notify the Utility of the incident. The notification shall include:
- 21.2.1 Name of Customer;
 - 21.2.2 Location of Accidental Discharge;
 - 21.2.3 Type of waste discharged;
 - 21.2.4 Concentration and volume of waste discharged;
 - 21.2.5 Corrective actions taken to minimize the impact of the discharge to the Sewage Disposal System.
- 21.3 The Industrial Customer shall notify the Utility if it is unable to comply with any requirement of this [SectionRule](#) because of a breakdown of its treatment equipment, accidents caused by human error, or Upsets. The notification should include the information required in [SectionRule](#) 21.2 above.
- 21.4 Within five (5) working days, unless extended by the Utility in writing, the Industrial Customer shall submit to the Utility a detailed written report describing the Accidental Discharge, including:
- 21.4.1 The cause of the Accidental Discharge;

- 21.4.2 The period of the Accidental Discharge, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
- 21.4.3 Steps being taken and/or planned to reduce, eliminate or prevent recurrence of the Accidental Discharge.
- 21.5 Such notification shall not relieve the Industrial Customer of any expense, loss, damage or other liability that may be incurred as a result of damage to the Sewage Disposal System or aquatic life, fish kills, or any other damage to persons or property; nor shall such notification relieve the Industrial Customer of any fines, civil penalties or other liability that may be imposed.
- 21.6 A notice shall be permanently posted on the Industrial Customer's bulletin board or other prominent place advising affected employees whom to call in the event of an Accidental Discharge. An Industrial Customer shall ensure that all employees who may cause or suffer such an Accidental Discharge to occur are advised of the emergency notification procedure.

22. MAINTENANCE OF SERVICE PIPE CONNECTIONS

- 22.1 Except as subsequently provided, the Utility shall install and maintain and replace if necessary that portion of the service pipe from the main to the Customer side of the boundary line of the easement, public road, or street, under which such lateral may be located. Provided, however, the Customer shall "rod" and otherwise clean the Utility's portion of the service pipe serving the Customer in the event the same becomes clogged or blocked as a result of debris or waste entering such service pipe from the Customer's Premises, as a result of the Customer's actions.
- 22.2 The Customer shall install and maintain and replace if necessary that portion of the service pipe from the end of the Utility's portion into the Premises served.
- 22.3 The Customer shall not allow the Customer's portion of the service pipe to become broken, obstructed, inferior, defective, leaky or imperfect so that sewage or drainage escapes into surrounding soil, adjacent Premises, ground or surface water or other matter enters the Sewage Disposal System. When such conditions are discovered, the Utility reserves the right to discontinue service unless immediate repairs or replacements are made. Such replacements or repairs shall be made by, and at the expense of the Customer or Applicant. Non-compliance with the foregoing requirement exists when any connections or facilities are found by the Utility that will permit storm water, surface water, groundwater, or other non-sanitary sewage drainage to enter into the Sewage Disposal System, regardless of whether actual flow is observed.
- 22.4 The service pipe shall be as specified in the Indiana Plumbing Code. It shall be constructed of materials approved by the Utility and be installed under the inspection of the Utility.
- 22.5 If a Customer requests for his or her convenience or by his or her actions requires that Utility facilities be redesigned, re-engineered, relocated, removed, modified or reinstalled, the Utility will require the Customer to make payment of the full cost of performing such service.

23. MAIN EXTENSIONS

23.1 DEFINITIONS

The following terms as used in [SectionRule](#) 23 of these Terms and Conditions for Sewage Disposal Service have the following meanings:

- 23.1.1 “Applicant” means a Person requesting the Main Extension in order to receive sewer utility service from the Utility.
- 23.1.2 “Completion Date of the Main Extension” means the date the Utility declares the Main Extension to be in service and releases it for Taps.
- 23.1.3 “Cost of Connecting” means the average of the Utility's costs for the same size service connection incurred during the preceding calendar year including, if provided by the Utility, the Service Pipe, Tap, and installation thereof or portions thereof; however, the Cost of Connecting shall not be applicable under [SectionRule](#) 23 of these Terms and Conditions for Sewage Disposal Service for those portions of such cost recovered from an Applicant by the Utility in the form of a Tap or similar charge.
- 23.1.4 “Cost of the Main Extension” means the cost of installing the Main as determined in [SectionRules](#) 23.5 through 23.7 of these Terms and Conditions for Sewage Disposal Service.
- 23.1.5 “Customer” means a Person being supplied with sewer utility service.
- 23.1.6 “Deposit” means the amount required to be deposited by or on behalf of each Applicant or Prospective Customer for a Main Extension prior to the Utility commencing construction of the Main Extension.
- 23.1.7 “Estimated Annual Revenue” for an Applicant connecting to the Main means the Utility's average annual revenue per applicant from comparable Customers in the calendar year preceding such connection, adjusted to reflect any changes in the applicable rates and charges of the Utility for such service.
- 23.1.8 “Frontage” means the footage, ten (10) feet minimum length, of a Lot or tract (but not an easement) boundary that is parallel to or curvilinear to, and immediately adjacent to a Main Extension in a Public Thoroughfare or easement.
- 23.1.9 “Immediate Revenue Allowance” means the amount of three (3) times the Estimated Annual Revenue less the Cost of Connecting for an Applicant.
- 23.1.10 “Lot” means a parcel of land as platted, or if the area to be served is not platted, the equivalent of a parcel of land as determined in accordance with [SectionRule](#) 23.4 of these Terms and Conditions for Sewage Disposal Service.
- 23.1.11 “Main” means a pipe owned by the Utility that connects to Service Pipes for transmitting sewage effluent.

- 23.1.12 “Main Extension” means the Mains and appurtenances installed by the Utility to provide the sewer utility service requested by or on behalf of the Applicant or Prospective Customer, but does not include the Service Pipes.
- 23.1.13 “Original Depositor” means an Applicant who enters into a Main Extension agreement and makes a Deposit with the Utility.
- 23.1.14 “Person” means an individual, firm, corporation, governmental agency, or other entity.
- 23.1.15 “Prospective Customer” means a Person who is not an Original Depositor, but whose Lot or Frontage directly abuts the Main Extension between its original beginning and its original end point.
- 23.1.16 “Public Thoroughfare” means a road, street, or way that has been dedicated for use by the public and accepted by the appropriate governmental authority.
- 23.1.17 “Refund” means the Subsequent Connector's Fees, Subsequent Connector's Revenue Allowances, and Revenue Allowances from Depositor-Authorized Connections of Lots included in the Original Depositor's Main Extension agreement that must be paid by the Utility to the Original Depositor for ten (10) years after the Completion Date of the Main Extension.
- 23.1.18 “Revenue Allowance from Depositor-Authorized Connection” means the amount of three (3) times the Estimated Annual Revenue less the Cost of Connecting that the Utility may refund to Original Depositor for connections for Lots or unplatted areas owned, controlled, or designated by the Original Depositor and does not include an Immediate Revenue Allowance.
- 23.1.19 “Service Pipe” means a sanitary sewer line leading directly from the Premises to the Main adjacent to such Premises.
- 23.1.20 “Subsequent Connector” means a Person who was not an Original Depositor but subsequently applies for sewer service and who connects to the Main within ten (10) years after the Completion Date of the Main Extension.
- 23.1.21 “Subsequent Connector's Fee” means the cash fee equal to the cost per lot of the Main Extension determined in accordance with ~~Section~~Rules 23.4 through 23.6 of these Terms and Conditions for Sewage Disposal Service, multiplied by the number of Lots for which service is requested.
- 23.1.22 “Subsequent Connector's Revenue Allowance” means three (3) times the Estimated Annual Revenue for the Subsequent Connector less the Cost of Connecting.
- 23.1.23 “Tap” means a fitting owned by the Utility and inserted by it into a Main to which a Service Pipe is attached.
- 23.1.24 “Total Required Deposit” means the amount by which the Cost of the Main Extension exceeds the Immediate Revenue Allowance for the Original Depositor.

23.2 WRITTEN AGREEMENT

Persons desiring Main Extensions shall apply therefore in writing to the Utility. All Main Extensions require a prior written agreement between the Utility and the prospective Customer or Customers, who shall contract to connect to the Main within nine months after the completion date of the Main Extension and receive service from the Main Extension for a period not less than three years.

23.3 FREE EXTENSION

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

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

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

23.4 MAIN EXTENSION; EXCEPTION TO COMMISSION APPROVAL

If the Cost of the Main Extension is greater than the free extension cost, that extension shall be made, upon receipt by the Utility of a signed agreement and a Deposit from the Applicant, without specific approval by the Commission.

23.5 EXTENSION EXCEPTION

The Utility shall not be required to make Main Extensions unless the Applicants to be initially served by those extensions contract to use the service for a period of three (3) years. A bond may be required of the Applicant in this situation.

23.6 SPECIAL CONTRACT

The Utility may require a special contract when: (a) the requested Main Extension is of such length and the prospective business to be developed by it is so meager as to make it doubtful whether the business from the extension would ever pay a fair return on the Utility investment involved in such extension; (b) the prospects are that the patronage and demand will not be of such permanency as to warrant the capital expenditure involved; (c) there are industrial installations requiring extensive sewer utility investment and where the demand for sewer service is expected to be slight, irregular, or of unknown quantity; or (d) there are other abnormal or extraordinary circumstances.

23.7 MAIN EXTENSION ROUTE

23.7.1 The Utility shall use good engineering and sewer utility practices in determining the route for all Main Extensions. Any facilities installed in connection with Main Extensions shall become the property of the Utility.

- 23.7.2 The Utility shall determine the total length of the Extension from its existing Main to serve the extension to the end of the Lot or Frontage of the most remote Applicant to be served.
- 23.7.3 If the end Lot or Frontage is a corner Lot or Frontage abutting an intersecting street in which no Main is located, the end of the new extension may not extend beyond the intersecting street corner of that Lot.
- 23.7.4 If the street in which the Main is to be laid dead ends in a cul-de-sac or appears to be permanently dead ended against a railroad, creek, river, or other major physical or natural barrier, the end point of the Main Extension, if serving the most remote Lot or Frontage, shall be the point of the most remote Service Pipe connection, which connection point shall be at least ten (10) feet beyond the Lot line.

23.8 NUMBER OF LOTS SERVED BY MAIN EXTENSION

A determination shall be made of the number of Lots to be served by the Main Extension. The determination may include only Lots that directly abut the Main Extension between its original beginning and its original end point. If any part of the Main Extension is located within an area platted or to be platted, the number of Lots shown within the plat to be served shall be included in the determination. If any part of the Main Extension is located in an unplatted area, the number of Lots to be included shall be determined by dividing the total Frontage of the Main Extension within the unplatted area on either or both sides of the Public Thoroughfare or easement in which the Main is located by one hundred (100) feet and rounded to the nearest whole number of Lots, provided either or both sides are available for future development and not restricted against usage because of limited access or other reasons. The determination of the number of Lots for a particular extension may include a combination of platted and unplatted Lots as defined in this ~~Section~~Rule. Any further Main Extension subsequently connected to the original Main Extension shall, for all purposes under ~~Section~~Rule 23 of these Terms and Conditions for Sewage Disposal Service, constitute a separate Main Extension.

23.9 MAIN EXTENSION COST

- 23.9.1 The Cost of the Main Extension may, as determined by the Utility, be either:
- 23.5.1.1 The estimated cost of the extension; or
 - 23.5.1.2 The actual cost of a developer-installed extension.
- 23.9.2 For any special construction, or for any other facility involved in a Main Extension, the cost shall be the Utility's best estimate of the cost of the Main, special construction, or related facilities based upon current available information.
- 23.9.3 If the Utility's future extension plans require a larger Main than is reasonably necessary to serve the Applicants and Prospective Customers, the difference in the cost for the larger Main size and increased material and installation cost, if any, shall be borne by the Utility.

- 23.9.4 The estimated cost shall be adjusted to the actual cost by the Utility, in which event the actual cost as finally determined shall constitute the Cost of the Main Extension. If the Main Extension agreement provides for the adjustment of the estimated Cost of the Main Extension to the actual cost, the adjustment shall be made upon completion of the Main Extension. If the actual cost of the extension is less than the estimated cost, the Utility shall refund the difference to the Original Depositor as soon as the actual cost has been determined. If the actual cost of the extension exceeds the estimated cost, then the Utility shall bill the Original Depositor for, and such depositor shall pay, the difference between the estimated cost and the actual cost.
- 23.9.5 For the Main Extension, the Applicant shall be required to pay the Cost of the Main Extension, and the full gross-up any applicable state and federal taxes associated with the cost of the extension and the Applicant shall receive Refunds as provided in [Section Rule 23.9](#) of these Terms and Conditions for Sewage Disposal Service.

23.10 COST PER LOT

The cost per lot shall be determined by:

- 23.10.1 The total number of Lots to be served by the Main Extension divided into the Cost of the Main Extension; or
- 23.10.2 The Cost of the Main Extension shall be divided proportionately on the basis of respective Lot Frontage for all Lots to be served by the Main Extension.

23.11 TOTAL REQUIRED DEPOSIT

- 23.11.1 The Total Required Deposit for a Main Extension may either be made in a cash payment or it may be secured by an irrevocable letter of credit acceptable to the Utility and issued by a national banking association or a bank chartered under the laws of the state. The Deposit may also be secured in any other manner that is mutually acceptable to the parties and that guarantees payment of the Deposit immediately upon completion of the Main Extension.
- 23.11.2 If permitted by the Utility, the Main Extension may be installed by the developer or the developer's contractor according to the extension and installation policies of the Utility, and the actual cost of the developer-installed extension shall be considered the Total Required Deposit.
- 23.11.3 The Utility may allocate, or permit Original Depositors to allocate, the Total Required Deposit on the basis of the number of Lots, the respective Lot Frontage, or any other basis mutually acceptable to the Original Depositors.

23.12 SUBSEQUENT CONNECTOR FEE

- 23.12.1 Within ten (10) years after the Completion Date of the Main Extension, the Utility shall not permit a Subsequent Connector to connect to a Main Extension until after the Subsequent Connector has paid the required Subsequent Connector's Fee to the Utility.
- 23.12.2 Applicants for service connections for Lots in subdivision and tract developments that are included in the Original Depositor's Main Extension agreement, are not required to pay a Subsequent Connector's Fee, unless otherwise specifically provided for in the Main Extension agreement.
- 23.12.3 If a Prospective Customer with Frontage land that was unplatted on one (1) or both sides of the street at the time the Main Extension was installed later subdivides this Frontage prior to the expiration of the ten (10) years after the Completion Date of the Main Extension in such a manner that some or all Lots will not require service directly from that Main Extension, the Customer is considered to have requested another extension from that Main Extension to serve the Customer's land. The Utility in that case shall collect from the Prospective Customer prior to installing the requested second extension, a Subsequent Connector's Fee for each equivalent Lot of the Frontage land used in determining the Main Extension cost per lot and which will not be served directly by the original Main Extension.

23.13 REFUNDS

- 23.13.1 Refunds shall be paid for a period of ten (10) years after the Completion Date of the Main Extension to the Original Depositor in proportion to the respective Deposits. A Deposit shall be held by the Utility as a Customer's advance for construction. Any Deposit that is not subject to refund because of the running of the ten (10) year period shall be transferred by the Utility to contributions in aid of construction.
- 23.13.2 However, no Refunds shall be required to be made by the Utility until the number of Customers actually connected to the Main Extension equals the number of Applicants for which an Immediate Revenue Allowance was included in computing the Total Required Deposit for the Main Extension. The Refunds shall be paid annually or more frequently at regular intervals at the discretion of the Utility.
- 23.13.3 Total Refunds to any Original Depositor shall not exceed the amount of the original Deposit except in the case of a phased residential real estate development. In this situation the preliminary plat must be submitted to the Utility at the time of the first request for a Main Extension. During the ten (10) year period beginning with the completion date of the first Main Extension, the amount of any Refunds generated in excess of the Deposit made on any phase of the development must be applied against the Deposit made for any other phase of the development, so long as the total amount of Refunds to the Original Depositor shall not at any time exceed the total amount of his Deposits during the period. The Utility shall not require any Subsequent Connector's Fee that is in excess of the unrefunded balance of the aggregate of Deposits received from all Original Depositors.

23.13.4 The Refund shall be made by mailing the payment to the Original Depositor's last known address as shown on the books and records of the Utility. Any Refund distribution that cannot be returned to an Original Depositor after the Refund becomes due and payable must be reported as required by Indiana Code 32-17.5, et seq.

23.14 BASIS FOR COST

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

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

24. UTILITY LIABILITY

24.1 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.

24.2 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.

24.3 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.

25. INCORPORATION BY REFERENCE

- 25.1 All laws of the United States of America, including the Environmental Protection Agency, the State of Indiana, Rules and Regulations of the Indiana Utility Regulatory Commission and Ordinances of the City of Indianapolis applicable to the rendering of Sewage Disposal Service in the City of Indianapolis, Marion County, Indiana and contiguous areas (including those set forth in Chapters 536 and 672 of the Revised Code of the Consolidated City of Indianapolis, Marion County, Indiana) are hereby incorporated herein by reference.

TAB 6

SEWAGE DISPOSAL SERVICE TARIFF
RATES, TERMS AND CONDITIONS
FOR SEWAGE DISPOSAL SERVICE WITHIN
WESTFIELD, INDIANA
AND CONTIGUOUS AREAS

Issued By

Citizens Wastewater of Westfield, LLC

2020 North Meridian Street
Indianapolis, Indiana 46202

Jeffrey A. Harrison
Chairman
Board of Directors

Aaron Johnson
President

SEWAGE DISPOSAL SERVICE TERMS AND CONDITIONS
| I.U.R.C. CAUSE NO. ~~44273~~ 44835

EFFECTIVE: January 13, 2016

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Active Available Sewer Rates

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

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**RULES
APPLICATION**

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

1. DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used in any Section of the Utility's Rates and Terms and Conditions for Sewage Disposal Service, shall have the meanings ascribed below:

- 1.1 **ACCIDENTAL DISCHARGE**
An unintentional release of a material that could potentially violate the requirements of [Section Rule 16](#) of these Terms and Conditions for Sewage Disposal Service.
- 1.2 **APPLICANT**
Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group thereof applying to receive or use the Utility's Sewage Disposal Service.
- 1.3 **BIOCHEMICAL OXYGEN DEMAND ("BOD")**
The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, (68°F) expressed in milligrams per liter. BOD measurements are used as a measure of the organic strength of wastes in water.
- 1.4 **BUILDING DRAIN**
That part of the lowest horizontal piping of a drainage system that receives the discharge from solid waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, beginning five (5) feet (one and one-half (1.5) meters) outside the inner face of the building wall.
- 1.5 **BUILDING SEWER**
The extension from the Building Drain to the Public Sewer or other place of disposal and shall include that portion of the drain within the public right-of-way.
- 1.6 **CITIZENS GAS OF WESTFIELD, LLC**
Westfield Gas, LLC, d/b/a Citizens Gas of Westfield for the gas system, 2020 N. Meridian Street, Indianapolis, IN 46202 or any other professional management firm that has been retained by Citizens Gas of Westfield to operate its gas system and that is acting in its capacity as the agent or representative of Citizens Gas of Westfield.
- 1.7 **CITIZENS WATER OF WESTFIELD, LLC**
Citizens Water of Westfield, LLC, 2020 N. Meridian Street, Indianapolis, IN 46202, or any professional management firm that has been retained by Citizens Water of Westfield, LLC to operate its water utility facilities and that is acting as the agent or representative of the Citizens Water of Westfield, LLC.
- 1.8 **CLEAN WATER ACT**
The primary federal law in the [United States](#) governing [water pollution](#), which is codified at 33 U.S.C. § 1251 *et seq.*

- 1.9 COMBINED BILL**
A bill issued to a Customer for any combination of more than one of the Utility Services.
- 1.10 COMMISSION**
The Indiana Utility Regulatory Commission.
- 1.11 COMMISSION'S RULES**
Rules, Regulations and Standards of Service for Utilities Rendering Sewage Disposal Service in Indiana pursuant to 170 IAC 8.5-1 et al, as revised, supplemented and replaced from time to time.
- 1.12 COOLING WATER**
The water discharged from any system of condensation, air conditioning, cooling, refrigeration or other, but which shall be free from odor and oil. Cooling Water shall not contain polluting substances that would produce BOD or Suspended Solids each in excess of ten (10) milligrams per liter.
- 1.13 CUSTOMER**
Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group that has agreed, orally or otherwise, to pay for Sewage Disposal Service from the Utility.
- 1.14 DOMESTIC WASTEWATER**
Wastewater of the type commonly introduced into Sewage Disposal System by residential users.
- 1.15 EQUIVALENT DWELLING UNIT ("EDU")**
Shall be determined in accordance with industry standards and shall reflect the greater of the actual daily flow requirements (per 327 IAC 3), the area ratio of the water meter size serving a particular user, or such means of determination deemed appropriate by the Utility. One (1) EDU shall be estimated as equal to three hundred ten (310) gallons per day.
- 1.16 FOUNDATION DRAINS**
Any network of pipes, pumps or drainage mechanism located at, near or under a footing, foundation or floor slab of any building or structure that intentionally or unintentionally conveys groundwater away from a building or structure.
- 1.17 GARBAGE**
Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.
- 1.18 HEAT PUMP DISCHARGE**
Water discharged from a heat pump or other device that uses water as a heat source or heat sink.
- 1.19 INDUSTRIAL CUSTOMER**
Any Customer of Utility who discharges, causes or permits the discharge of nondomestic wastewater into the Sewage Disposal System.

1.20 INTERFERENCE

Any discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the Sewage Disposal System, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the Sewage Disposal System's National Pollutant Discharge Elimination System ("NPDES") permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

1.21 MONTH

One-twelfth (1/12) of a year, or the period between two (2) consecutive readings of the Utility's meters, as nearly every thirty (30) days as practicable.

1.22 NH3-N

Denotes ammonia nitrogen. All of the nitrogen in water, sewage or other liquid waste present in the form of ammonia, ammonia ion or in the equilibrium $\text{NH}_4^+ \text{NH}_3 + \text{H}^+$.

1.23 NON-INDUSTRIAL CUSTOMER

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

1.24 NON-RESIDENTIAL CUSTOMER

A person being supplied with Sewage Disposal Service by the Utility that is not used for residential purposes.

1.25 NPDES PERMIT

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

1.26 PASS-THROUGH

A discharge that exits the Sewage Disposal System into waters of the State in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Sewage Disposal System's NPDES Permit (including an increase in the magnitude or duration of a violation).

1.27 pH

The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

1.28 POLLUTANT

Includes, but is not limited to, any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical materials, chemical wastes, biological materials, Radioactive Materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal and agricultural waste discharged into water.