

**WATER SERVICE TARIFF  
RATES, TERMS AND CONDITIONS  
FOR WATER SERVICE WITHIN  
WESTFIELD, INDIANA**

**Issued By**

**Citizens Water of Westfield, LLC  
2020 North Meridian Street  
Indianapolis, Indiana 46202**

**Jeffrey A. Harrison  
Chairman  
Board of Directors**

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President**

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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 water 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 water service.

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## DEFINITIONS

The following terms as used in these rules have the following meanings:

- ACTIVE SERVICE -** Service is on from the main to the Premises, and water service is being billed.
- 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 water services, except as the term is otherwise specifically defined in Rule 13 of these Terms and Conditions.
- BRANCHED SERVICE PIPE -** A pipe connected to the primary Service Pipe that supplies water to a Premises.
- 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, LLC to operate its gas system and that is acting in its capacity as the agent or representative of Citizens Gas of Westfield, LLC.
- CITIZENS WASTEWATER OF WESTFIELD, LLC -** Citizens Wastewater of Westfield, LLC, 2020 N. Meridian St., Indianapolis, IN 46202, or any other 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 Citizens Wastewater of Westfield, LLC.
- COMBINED BILL -** A bill issued to a Customer for any combination of more than one of the Utility Services. However, a Customer who has executed a contract for and is receiving temporary water service through a Hydrant Meter will receive a separate bill for this service.
- COMMISSION -** Indiana Utility Regulatory Commission.
- COMMISSION'S RULES -** Rules, Regulations and Standards of Service for Utilities Rendering Water Service in Indiana pursuant to 170 IAC 6-1 et al, as revised, supplemented and replaced from time to time.
- CUSTOMER -** An individual, firm, corporation, government agency or other entity that has agreed, orally or otherwise, to pay for water utility service from the Utility.
- DEFAULT VALUE -** The typical monthly usage attributable to the Customer's applicable Meter size as determined by the Utility from time to time.

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<b>EASEMENT -</b>	An interest in land owned by another that entitles the Utility to a specific, limited use.
<b>FIRE METER -</b>	A device owned by the Utility which measures and records the quantity of water supplied to the Customer both for private fire service and for use other than private fire service in accordance with Rule 9.
<b>HYDRANT METER -</b>	A mobile device owned by the Utility which temporarily is connected to one of its hydrants and measures and records the quantity of water supplied to the Customer who has been assigned the device on a temporary basis.
<b>INACTIVE SERVICE -</b>	Water service is available from the main to the Premises, but the Service Stop has been placed in the off position.
<b>LANDLORD CUSTOMER -</b>	A Customer who is the owner of a Premise that is receiving water service, but which is rented or leased to a tenant other than the owner.
<b>MAIN -</b>	A pipe owned by the Utility, located within a Public Right-of-Way or an Easement granted to the Utility or reserved for utilities, which delivers water to fire hydrants, Service Pipes, and other water utility distribution systems.
<b>METER -</b>	A device owned by the Utility which measures and records the quantity of water supplied to the Customer.
<b>NON-RESIDENTIAL CUSTOMER -</b>	A Person being supplied water service by the Utility who is not a Residential Customer.
<b>PERSON -</b>	An individual, firm, corporation, governmental agency or other entity.
<b>PLUMBER -</b>	A professional licensed and bonded to perform plumbing services.
<b>POTABLE WATER SUPPLY -</b>	Water meeting the drinking water quality standards enumerated in 327 IAC 8-2.
<b>PREMISES -</b>	The whole or part of a dwelling, building, or structure owned, leased or operated by a single legal entity located on a single parcel or contiguous parcels of real estate and receiving water service as approved by the Utility. Examples of buildings and the corresponding number of Premises are as follows:

<u>Example</u>	<u>No. of Premises</u>
Residential House	1
Commercial Building(s)	1 per building
Double	2
Condominium	1 per unit
Apartment Complex	1 per complex



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	<p>Each lot or service building will be considered a Premises, and therefore, served by a separate Service Pipe. Any exception to this must be approved by the Utility. If the situation is not described by one of the above examples or is unusual, the Utility will give such special consideration as the circumstances require in its judgment.</p>
<b>PRIMARY SERVICE PIPE -</b>	<p>A pipe connected to a Utility Main that supplies water to more than one Premises.</p>
<b>PUBLIC RIGHT OF WAY -</b>	<p>The entire right-of-way of a road, street or way which has been dedicated for use by the public and accepted by the appropriate governmental authority.</p>
<b>RESIDENTIAL CUSTOMER -</b>	<p>A Person being supplied with water service by the Utility exclusively for residential purposes.</p>
<b>SERVICE PIPE -</b>	<p>A supply line connecting a Premises directly to the Utility's Main located (a) in a Public Right-of-Way adjacent to the real estate upon which such Premises is located, (b) in an Easement on, over or under the real estate upon which such Premises is located, (c) in an Easement adjacent to the Public Right-of-Way adjacent to the Customer's Premises, or (d) in an isolated Premises in a commercial/industrial complex.</p>
<b>SERVICE STOP -</b>	<p>A valve inserted in the Service Pipe between the Main and the Meter for the purpose of turning water on and off.</p>
<b>SUMMER PERIOD -</b>	<p>The meter reading dates during the months of May through October.</p>
<b>TAP -</b>	<p>A fitting owned and installed by the Utility in order to connect a Service Pipe to the Main.</p>
<b>UTILITY -</b>	<p>Citizens Water of Westfield, LLC, 2020 N. Meridian Street, Indianapolis, Indiana 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 in its capacity as the agent or representative of the Citizens Water of Westfield, LLC.</p>
<b>UTILITY SERVICES -</b>	<p>Shall include one or more of the following services: (1) water services provided by the Utility; (2) gas delivery and gas supply services provided by Citizens Gas of Westfield; and/or (3) sewage disposal service provided by Citizens Wastewater of Westfield, LLC.</p>
<b>UTILITY'S RATE SCHEDULES -</b>	<p>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 <a href="http://www.citizensenergygroup.com">http://www.citizensenergygroup.com</a></p>
<b>WINTER PERIOD -</b>	<p>The meter reading dates during the months of November through April.</p>

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## RULE 1. COMMENCEMENT OF SERVICE

1.1 General. A prospective Customer shall not connect or reconnect service, nor employ any person to do so, without authorization by the Utility. All service rendered by the Utility shall be solely for the uses and Premises designated by the prospective Customer at the time service is requested and subject to, and in accordance with, these rules and regulations and the Utility's Rate Schedules. A Customer shall not sell or give away water to anyone, as an alternative to that person or entity receiving water service from the Utility, unless otherwise specifically included in its agreement with the Utility for service.

1.1.1 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.

1.2 Metered Water and Fire Service. A prospective Customer desiring metered water service to a Premises connected by an existing Service Pipe to a Main shall notify the Utility either in writing or by telephone at least three days before the desired connection date. A prospective Customer desiring metered water service to a Premises not connected by a Service Pipe to a Main shall have his Plumber submit to the Utility a written application for plumbing permit, allowing at least three working days for the application approval before calling to schedule the Tap. After the application for service is approved, all Taps will be scheduled in the order received by the Utility. The connection shall not be made until the Utility authorizes the Plumber to connect a Service Pipe to the Tap. For ¾-inch and 1-inch service lines, the Utility shall install a Meter at the time of the service connection. Service commences for the Customer when the Meter is set. For service lines larger than 1-inch, the prospective Customer may request and obtain service in accordance with these rules.

1.3 Unmetered Fire Service. The Utility will commence public or private unmetered fire service after a prospective Customer application has been approved and a confirmation letter has been sent to the Applicant. The Utility will not furnish unmetered fire service to a Premises unless metered water service for use other than fire service is also being supplied to the Premises. Unmetered fire service commences for the Customer when the Service Stop is turned on.

1.4 Emergency Service. When necessary for the health or safety of a Customer or his/her property, the Utility may authorize temporary emergency water service in any manner appropriate to the circumstances and consistent with sound engineering practice and will charge the Customer involved in such service, during the period of emergency, the appropriate charges prescribed in the Utility's Rate Schedules for the water usage and size of Meter through which they receive water service.

1.5 Unauthorized Use of Water. Unless authorization for water service has been granted by the Utility, water shall not be turned on at any Premises by anyone other than the Utility's representatives, except that a Plumber authorized by the Utility to connect a Service Pipe to a Tap may temporarily turn on the water to test his work. The Plumber shall turn the water off immediately after testing. Before and after such test, the Utility may lock the valve on the upstream side of the Meter in the closed position until commencement of service is authorized by the Utility. If the water is turned on (or, in the case of a licensed Plumber with permission, left on) without authorization in violation of these Rules, the Customer will be required to pay the cost of water service for the Premises (as determined using meter readings where possible, or a Default Value where a meter reading is not possible) for such billing cycles in which the water was on without authority from the Utility. In the case of a licensed Plumber leaving the water turned on, a charge shall not be imposed if the Customer establishes to the satisfaction of the Utility (including but not limited to proof that the Premises was not occupied) that the violation was inadvertent and that no water was used.

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1.6 Fraudulent Use of Water. Upon detecting a device or scheme that has been utilized to avoid or attempted to avoid full payment for water service or upon detecting the unauthorized use of a public fire hydrant, the Utility may, after estimating the volume of water service so used:

1.6.1 Immediately disconnect such water service without notice pursuant to Rule 4.2;

1.6.2 Bill and demand immediate payment from the person benefiting from such device or scheme or unauthorized use of a public fire hydrant the actual costs of water used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more; and

1.6.3 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.

## **RULE 2. CUSTOMER SECURITY DEPOSITS**

2.1 Deposit Requirements. In accordance with the Commissions' Rules pursuant to 170 IAC 6-1 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 water service, if the Utility determines that the Residential Customer or Applicant is not creditworthy in accordance with the Commission's Rules set forth in 170 IAC 6-1-15 (as the same may be amended from time to time).

2.1.1 The Utility may require Non-Residential Customers or Applicants for Water Services 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 Water Services.

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

2.1.1.2 A Non-Residential Customer shall be deemed creditworthy if it has no delinquent bills to the Utility for Water Services 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.

2.1.1.3 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 allowable under applicable law and at the request of the Non-Residential Applicant will return or 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 Applicant will be deemed uncreditworthy.

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2.1.1.4 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.

2.1.1.5 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 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 2.1.1.2. 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 account.

2.2 Interest on Deposits. 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.

2.3 Refunds of Deposits to Continuing Customer. Deposits and earned interest will be returned after Customer establishes an appropriate credit history with the Utility.

2.3.1 Deposits from Residential Customers and earned interest will be refunded after the Residential Customer has established an acceptable payment record for Utility Services in accordance with the Commission's Rules.

2.3.2 The deposit of any Non-Residential Customer, that has been held for two or more years, and earned interest will be refunded after the Non-Residential Customer has established an acceptable payment record in accordance with Rule 2.1.1.2.

2.3.3 The deposit of any Residential or Non-Residential Customer who fails to establish an acceptable payment record may be retained by the Utility until Utility Services are discontinued.

2.4 Deposits Applied to Bill. 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 consumption. 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 which cannot be returned to the Customer after termination of service, shall be reported and disposed of as required by the Uniform Disclaimer of Property Interests Act (Indiana Code 32-17.5, et seq).

### RULE 3. METER READINGS AND BILLINGS

3.1 Billings, Meter Readings and Estimates. All Meters normally will be read monthly. When for good cause, pursuant to 170 IAC 6-1-13(c), a Meter is not read on a normal interval, including failure of the Meter or remote counter to register, an estimated Meter read shall be used and so identified on the bill. 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 (17<sup>th</sup>) day falls on a Sunday or a legal holiday, the seventeen-day period shall be considered to end the next business day.

For Customers with consumption history, estimated monthly consumption for interim billings will be based on a comparison of the most recent 12-month average and the most recent two-month average as described below. During the Winter Period, the estimated monthly consumption will be the lower of the 12-month average and the most recent two-month average. During the Summer Period, the estimated monthly consumption will be the higher of the 12-month average and the most recent two-month average. New Customers with less than a 12-month history are billed at the most recent two-month average. Under certain circumstances, a Default Value may be substituted for the use of averages.

Bills for municipal uses will be rendered monthly. Annual unmetered municipal consumption will be estimated, based on consultations, and treated as consumed evenly throughout the year as metered water.

Bills for unmetered fire service will be rendered monthly. If a Customer receives unmetered fire service through a Service Pipe in which a detector check with a bypass Meter is installed, as provided for in Rule 9.9, the Utility will read the Meter at the time of the annual fire service inspection, and the consumption shall be treated as consumed evenly over the period since the previous reading.

3.1.1 Meter readings in units of hundred cubic feet may be converted to units of thousand gallons for billing purposes. The factor used for making a conversion from hundred cubic feet to thousand gallons shall be based on one cubic foot being equivalent to seven and one-half (7.5) U.S. gallons.

3.2 Delinquent Bills. 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.

3.2.1 All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.

3.2.2 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth on Appendix B.

3.2.3 A single charge may be made for each visit to the Customer's Premises 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 B.

3.2.4 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth on Appendix B.

3.2.5 The Utility may provide an Automatic Bank Deduction Plan for Nonindustrial Customers which will be a payment plan whereby the Combined Bill amount is deducted each month from the Nonindustrial Customer's bank account by the Nonindustrial Customer's authorized financial institution. The Utility shall continue to provide to the Nonindustrial Customer a Monthly bill.

3.2.6 The Utility may provide a budget plan for payment of Utility Services by the Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The amount actually paid by the Customer shall be balanced with the amount actually billed to the Customer and any differences shall be paid by or credited to the Customer.

3.2.7 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 on Appendix B.

3.3 The Utility shall provide for the application of Combined Bill payment as follows:

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.4 Adjustments Following Estimated Bills. Where the Utility has billed based on estimated consumption, the first charge after a Meter reading is obtained shall be adjusted by averaging consumption over the period from the last reading, or from the date service through the Meter was begun if the Meter had not been previously read, charging for each period in accordance with the Utility's Rate Schedules for the periods and allowing credit for the amount of estimated billings.

3.5 Requested Meter Readings. Upon request of a Customer, the Utility will make a special reading of the Customer's Meter at a time other than the time of a regularly scheduled reading for the charge prescribed in the Utility's Rate Schedules. The Utility, however, shall have no duty to issue a special bill based on such off-cycle reading.

3.6 Remote Meter Reading Service. Remote Meter reading service is available to Customers being served through  $\frac{5}{8}$ -inch,  $\frac{3}{4}$ -inch or 1-inch Meters which are installed indoors. This service allows the Utility to read Meters located inside a structure without entering the structure. A small, weatherproof totalizer will be mounted on the outside of the structure and connected by a cable to a register mounted on the Meter. The equipment to accomplish this service will be furnished, installed, maintained and replaced, if necessary, and owned by the Utility. A remote meter reading device is a fixture at the Premises where it is installed and will not be moved to another location without the Utility's written consent.

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Whenever the Utility, during normal working hours (as set forth on www.citizensenergygroup.com), is unable to read a Customer's Meter for twelve consecutive months, the Utility shall require installation of a remote meter reading device. Once a remote meter reading device is installed, it will remain in service until the Service Pipe to the Premises is replaced, in which event the inside Meter shall be relocated to an outside meter pit approved by the Utility and located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line.

3.7 Leakage Allowance.

3.7.1 Underground leaks. Allowance for underground Service Pipe leaks or leaks in crawl spaces or concrete floors (but not leaks in underground irrigation systems) will be 75 percent of the charge for wasted water estimated from the beginning date of the leak to the date of repair, which period shall not exceed two regular reading periods (as provided for under Rule 3.1) unless extended by missed readings. The Utility will inspect the Premises to determine the cause of the leak. Wastage will be considered as the excess consumption over normal usage, obtained by reference to the Customer's consumption record. If there is no consumption record, the average consumption for the previous calendar year for the appropriate Customer classification will be used as the normal consumption. An adjustment will be given only after the Customer has corrected the condition causing the leak and the Premises has been inspected by the Utility to determine that repairs have been properly made.

3.7.2 Other types of hidden leaks. Allowance for other types of hidden leaks (but not leaks in underground irrigation systems) will be 50 percent of the charge for wasted water. The period adjusted shall not exceed one regular reading period (as provided for under Rule 3.1) unless extended by missed readings. Such allowance will be considered only one time per Customer per service address, and only when all the following conditions exist: (a) consumption is at least double normal usage, (b) consumption is at least 2,000 cubic feet more than normal, (c) total consumption for the reading period exceeds 2,800 cubic feet, (d) circumstances indicate that a leak exists or had existed, (e) the leak shall have been hidden from open view, including toilet leaks and other concealed plumbing leaks, and (f) repairs have been made. Wastage will be determined as indicated in Rule 3.7.1. An adjustment will be given only after the Customer has corrected the condition causing the leak to the Utility's satisfaction.

3.7.3 As set forth in Rule 4.3.1, the Utility may disconnect service to the Customer after notice as provided in Rule 4.4, for the failure to repair any leaks in the Customer's water pipes, in the Service Pipes or appurtenances between the Public Right-of-Way or Easement in which the Main is located and the Meter, or in any private fire system or unmetered facilities.

3.8 Billing Errors. All billing errors, including incorrect tariff applications, will be adjusted by the Utility to the known date of error or for a period of one year, whichever period is shorter.

3.9 Adjustments Due to Meter Error. If a Meter is found to have a percentage of error greater than two percent during a test conducted by the Utility or the Commission at the request of the Customer, in accordance with these rules, the following adjustments of bills shall be made:

3.9.1 Fast Meters. When a Meter is found to have a positive average error – i.e., is fast, in excess of two percent, the Utility will refund or credit to the Customer's account the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous test, or one year, whichever is shorter. This average charge shall be calculated on the basis of units registered on the Meter over corresponding periods, either prior to or subsequent to the period for which the Meter is determined to be fast. No part of a monthly service charge will be refunded.

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3.9.2 Slow Meters. When a Meter is stopped or found to have a negative average error – i.e., is slow, in excess of two percent, the Utility will charge the Customer an amount estimated to be the average charge for one-half of the time elapsed since the previous test, or one 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 to or subsequent to the period for which the Meter is determined to be slow or stopped. Such charge will be made only in cases where the Utility is not at fault for allowing the stopped or slow Meter to remain in service.

3.10 Aggregated Meter Reading. Meter readings for a Premises will be aggregated for billing purposes, in lieu of installation of a master meter, where the Customer would be entitled to a master meter for the Premises under the Utility's current rules but was previously unable to install a master meter due to rules of the Utility then in effect. The monthly charge for this service will be pursuant to the Multiple Meter Aggregated Billing Charge as reflected on Appendix A. This rule is applicable only with respect to Service Pipe and Meter installations for which a written request for aggregated Meter readings and billings was made to, and approved by, the Utility's predecessor.

3.11 Adjustment for Water Used Through a Fire Meter. If a Customer receives water service through a Service Pipe in which a Fire Meter is installed, and water is needed and used because of a fire, the Utility, upon written notice of and within 30 days after such use, will adjust the charges owed by the Customer for the metered water service to reflect water used solely for non-fire service purposes. The adjustment will be based upon the Customer's average monthly consumption for non-fire service purposes during the previous twelve months or for such period as the Customer has received water service from the Utility for non-fire service purposes if less than twelve months.

#### **RULE 4. DISCONNECTION OF SERVICE**

4.1 Upon Customer's Request. A Customer desiring disconnection of service must notify the Utility at least three (3) working days in advance of the day on which disconnection is desired. The Utility will endeavor to disconnect the service within three (3) working days of the requested disconnection date. The Customer shall remain responsible for all service used and the related billings until service is disconnected pursuant to the Customer's notice, except that the Customer shall not be liable for any service rendered more than three working days after the requested disconnection date.

4.2 Without Customer's Request and Without Notice. The Utility may disconnect water service to a Customer without request by, or prior notice to, the Customer if:

4.2.1 there exists an unapproved cross-connection of a Customer's water pipes to any other source of water supply or any other condition about the Customer's Premises that might cause contamination of the public water supply or otherwise be dangerous or hazardous to life, physical safety or property;

4.2.2 there is an outstanding order of a court, the Commission or other duly empowered authority directing disconnection;

4.2.3 a fraudulent or unauthorized use of water is detected by the Utility, and the Utility has reasonable grounds to believe the Customer is responsible for such use;



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4.2.4 the Meter or any of the Utility's regulating or measuring equipment has been tampered with, and the Utility has reasonable grounds to believe that the Customer is responsible for such tampering; or

4.2.5 the Customer fails to meet the terms of the Utility's 24-hour payment arrangement described in Rule 4.4.

4.3 Without Customer's Request But With Notice. The Utility may disconnect water service to a Customer for any of the following reasons, provided it notifies the Customer as set forth here:

4.3.1 the Customer fails to repair any leak in the Customer's water pipes, Service Pipes or appurtenances between the Public Right-of-Way or Easement in which the Main is located and the Meter, or in any private fire system or unmetered facilities;

4.3.2 the Customer vacates the Premises or fails to pay his/her water or wastewater bills or other charges related to his water or wastewater utility service installations or facilities in accordance with these rules and the Utility's Rate Schedules, the Citizens Wastewater of Westfield, LLC's Terms and Conditions for Sewage Disposal Service, or otherwise violates any of these rules;

4.3.3 the Nonpayment of a delinquent bill;

4.3.4 the Customer installs a new Service Pipe or appurtenances or alters or removes the existing Service Pipe or appurtenances, including the Meter, without the Utility's written consent; or

4.3.5 the Customer fails to remedy a condition or use on his Premises which, in the Utility's judgment, endangers the Utility's distribution system.

If service is to be disconnected for any of the foregoing reasons, the Utility shall, at least seven (7) calendar days (fourteen (14) days in the case of a Residential Customer) prior to the proposed disconnection, mail or personally deliver notice to the Customer or a responsible person on the Premises, at the address of the Customer shown on the records of the Utility. The notice will be clearly marked as a "disconnection notice" and will state the date and reason for the proposed disconnection. The notice will also contain the Utility's telephone number which the Customer may call during regular business hours for further information. In the case of disconnection of a Residential Customer, the notice will also contain a reference to the pamphlet furnished by the Utility to each of its Customers for information as to the Residential Customer's rights.

4.4 Procedure for Involuntary Disconnection of Residential Customers. Immediately preceding the disconnection of service to a Residential Customer, the Utility's employee will attempt to identify himself/herself to the Residential Customer or other responsible person then at the Premises. The employee will announce the purpose of the visit, and a record of the visit will be maintained for at least thirty (30) days. The Utility employee will also attempt to inform the Residential Customer or other responsible person of the reason for disconnection. If the reason for disconnection is nonpayment, the Utility employee will provide the Residential Customer or other responsible person with the amount of any delinquent Utility Services bill. The Utility employee will request from the Residential Customer any available verification that the reason for disconnection of service is no longer valid (such as, but not limited to, written evidence that the delinquent bill has been paid or evidence that the conditions, circumstances or practices which caused the disconnection have been corrected) or that the reason of disconnection is currently in dispute and under review, pursuant to Rule 11.

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

4.5 Duplicate Notice Protection Plan. 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 time the Utility renders the disconnection notice to the Residential Customer. 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.

4.6 Postponement of Disconnection of a Residential Customer for Medical Reasons. Except in the case of disconnection for any of the reasons set forth in Rule 4.2, the Utility will postpone the disconnection of Utility Service to a Residential Customer for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Utility with a medical statement from a licensed physician or public health official stating that such 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 will be continued for one additional 10-day period upon the Customer furnishing the Utility an additional medical statement dated on or before the end of the first 10-day period.

4.7 Other Circumstances Postponing Disconnection of Residential Customer. The Utility will not disconnect service to a Residential Customer who:

4.7.1 fails to pay for water or sewage disposal service rendered at a different Premises, metering point, residence, or location, unless such bill has remained unpaid for at least forty-five (45) days, or

4.7.2 fails to pay for water or sewage disposal service to a previous occupant of the Premises served, unless the Utility has reason to believe the Customer is attempting to defraud the Utility by using another name, or

4.7.3 prior to the disconnect date specified in the disconnect notice, establishes to the Utility's satisfaction the existence of a financial hardship as the reason for his inability to pay the full amount due and (a) pays at least \$10 or one-tenth ( $\frac{1}{10}$ ) of the delinquent bill, whichever is less, (b) agrees to pay the remainder of the outstanding bill within three months, (c) agrees to pay all undisputed future bills for service as they become due and (d) has not breached any similar agreement with the Utility within the past twelve months. The terms of the agreement must be in writing. The Utility may add to the Residential Customer's outstanding bill a late payment charge in the amount prescribed in the Utility's Rate Schedules, or

4.7.4 is unable to pay a bill which is unusually large due to prior incorrect reading of the Meter, incorrect application of the Utility's rates schedules, incorrect connection or functioning of the Meter, prior estimates where no actual reading was taken for over two months, a stopped or slow Meter or remote meter reading device, or any human or mechanical error of the Utility, and (a) pays an amount at least equal to the Customer's average bill for the twelve (12) 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. The terms of the agreement must be in writing. The Utility may not add to the Customer's outstanding bill any late payment charge.

4.8 Time of Disconnection. In cases of disconnection of service for nonpayment, the Utility will disconnect service between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time, except that requested disconnections and disconnections for any reasons set forth in Rules 4.2 and 4.3, above, may be made at any time. Disconnections of service for nonpayment will be made on days on which the Utility's office or call center is open to the public and before twelve noon (12:00 noon) of the day immediately preceding a day on which the Utility's office or call center is to be closed to the public.

4.9 Remedies Not Exclusive. The remedies provided to the Utility in this Rule 4 shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity.

4.10 Continuation of Service Pending Disposition of Complaint. If a Customer receiving service has paid and continues to pay all undisputed charges, the Utility shall not disconnect any service related to the disputed charges:

- (a) while the Utility's proposed resolution is under review by the Commission's Consumer Affairs Division or the Commission; or
- (b) sooner than ten (10) days after a decision by the Commission's Consumer Affairs Division or the Commission.

If a Customer and the Utility cannot agree what portion of the charges in a bill are undisputed, to avoid disconnection, the Customer should pay on the disputed bill an amount equal to one twelfth ( $\frac{1}{12}$ ) of the estimated annual billing for service to be rendered to the Customer. For a Customer who has been a Customer for at least twelve (12) months, the estimate will be based on the Customer's average bill for the twelve (12) months immediately preceding the disputed bill.

4.11 Reconnection. After disconnection of water service to a Premises in accordance with these rules, the Utility will reconnect the service to a Premises as soon as reasonably possible, but at least within one (1) working day after it is requested to do so, if: (1) all conditions, circumstances or practices which caused the disconnection have been corrected, (2) all unpaid bills for water or sewage disposal service have been paid, (3) the deposit, if required by the Utility in accordance with Rule 2.1 above, has been made by the Customer, (4) a responsible person is present in the Premises to see that all water outlets are closed to prevent damage from escaping water, and (5) the Customer has paid the Utility's Reconnection Charge as prescribed in the Utility's Rate Schedules on Appendix B.

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## RULE 5. METERS

5.1 Ownership and Size of Meter and Pit. All Meters shall be owned, installed, removed and maintained by the Utility. The Utility shall determine the kind and size of Meter to be used in connection with any Service Pipe. Except as provided in Rule 5.3, all meter pits, meter pit covers and other materials comprising the meter pit facilities shall be purchased, owned, installed, and removed, in a safe manner by the Customer. Repair to missing or damaged meter pit lids shall be made by the Utility but at the Customer's expense. Each Customer shall pay a fee for installing a Meter as set forth in Appendix A of the Utility's Rate Schedules.

5.2 Location and Protection of Meter and Pit. Meters larger than 1-inch shall be installed in an approved meter pit or inside the structure served. However, if, in the Utility's judgment, a backflow prevention device is required, it shall be located adjacent to the Public Right-of-Way or Easement line unless otherwise approved by the Utility prior to installation. Meters shall always be placed upstream of backflow devices. See Rule 8 for more details. Unless otherwise approved by the Utility, Meters 1-inch and smaller shall be installed in a meter pit approved by the Utility located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line.

Upon request of a Customer and before installation, the meter pit will be located at the point requested by the Customer if practicable and in accordance with sound utility standards. The meter pit must be constructed to protect the Meter from freezing and damage from vehicular traffic and located to be convenient and accessible for the Utility representatives. The pit location should be designed to prevent an inflow of surface water.

Meters which cannot be installed in outside pits shall be located inside the structure served as approved by the Utility. An inside Meter shall be as near as possible to the point where the Service Pipe enters the building in a clean, dry, safe place, protected from freezing and hot water and not subject to wide temperature variations. In case of damage to a Meter or any of its immediate attachments by reason of any act, neglect or omission on the part of the Customer (including, but not limited to, the freezing of an inside meter), the Customer shall pay the Utility the Damaged Meter Replacement charge prescribed in Appendix B of the Utility's Rate Schedules for repair and replacement of the Meter.

The Meter shall at all times be accessible for reading, inspection and removal for testing. The Utility reserves the right to put seals on any water Meter or on its couplings for any Premises, and may turn off the supply if such seals are found broken or removed.

5.3 Change in Location. All changes in the location of a Meter shall be approved by the Utility and, except as hereinafter provided, at the Customer's expense. Whenever the Service Pipe to a Premises having an inside Meter is replaced, the Meter shall be relocated in a meter pit approved by the Utility located on the Customer's property adjacent to or near the Public Right-of-Way or Easement line, in which case the Utility, at its expense, will provide the Customer with the Meter connection, pit cover, lid and service stop, to be installed by the Customer at his/her expense.

5.4 Multiple Meters. Where water for a Premises is metered at more than one Service Pipe for the convenience or at the request of the Customer, each location shall be billed separately except as provided in Rule 3.9. If the Utility determines that water for a Premises should be metered through more than one Service Pipe for the convenience of the Utility, meter readings shall be aggregated and billed as if from a single Meter. In no event will meter readings be aggregated for two or more Premises.

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5.5 Temporary Hydrant Meters. Where temporary water service is requested from one of the Utility's hydrants, the Customer will receive this service through a Hydrant Meter assembly after executing a contract with the Utility and paying the required deposit and connection charge as prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules. The Hydrant Meter will be issued by the Utility and secured to the hydrant by the Customer. The Utility reserves the right to remove its hydrant connection and Meter and terminate this service at any time it deems necessary or appropriate, without prior notice. The deposit is refundable upon service termination as provided in Rule 2.4.

Each temporary Hydrant Meter depositor shall report to the Utility by the first day of each month the amount of water which passed through the Meter during the prior month. The reports may be subject to verification by the Utility and will serve as the basis for billing for water service. In the event no report of water usage is furnished to the Utility, the charges for water service will be based on estimates as provided in Rule 3.1. Any temporary Hydrant Meter depositor who fails to report water usage for any two months during the preceding 12-month period shall pay a late reporting charge for each subsequent late reporting, as prescribed in the Non-Recurring Charges tariff of the Utility's Rate Schedules.

## RULE 6. METER TESTING

6.1 Records and Procedure. Whenever a Meter in service is tested, a record will be kept of the location of the Meter, the reason for making the test and the readings of the Meter before and after the test. For the determination of Meter accuracy, the Utility will use the test flows for the various types of Meters specified from time to time in 170 IAC 6-1-9 of the Commission's Rules.

6.2 Frequency of Testing. Meters will be inspected and tested by the Utility in accordance with the following program, known as the "Statistical Quality Control Program:"

6.2.1 The Statistical Quality Control Program shall be based on ANSI/ASQ Z1.4, Sampling Procedures and Tables for Inspection by Attributes. Sample size code letters will be taken from Table I, General Inspection Level II. Sample size and acceptance-rejection numbers will be determined from Table II A, single sampling plan for normal inspection, using Acceptance Quality Level (AQL) 10.

6.2.2 The Meters for quality control sampling will be separated into homogenous groups by manufacturer, model, design, or other distinguishing characteristics by year set. The sample for each group will, as far as possible, be taken from routine Meter exchanges, removals, and field tests for each year, except that those Meters removed or exchanged because of known or suspected defects or for special tests may be excluded from the quality control sample.

6.2.3 If an inadequate sample of Meters is routinely exchanged or removed, the balance of Meters required for sampling will be obtained from Meters in service by removal on a randomly selected basis.

6.2.4 Beginning in the year indicated in the table below and continuing through subsequent service years, Meter groups will be sample tested annually, being allowed to continue in service until an annual sample reaches its rejection number of deviant Meters. The service life of Meter groups may be extended by this quality control program as long as ninety percent of the Meters in a sample group does not exceed an accuracy figure of 102.0 percent when tested at not less than 35% of its rated capacity.

5/8-inch Meters	9th year
3/4-inch Meters	7th year
1-inch Meters	5th year
1 1/2-inch Meters	3rd year

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A Meter may be inspected and tested by the Utility at any time that the Utility suspects it of registering inaccurately.

6.3 Meter Tests Requested by Customers. The Utility will test the accuracy of a Meter upon written request by a Customer. The Customer shall pay the charge set forth in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules for any Meter test after the second test of such Meter if:

- (1) the Meter
  - (a) was tested within the prior thirty-six (36) months at the Customer's request; and
  - (b) any error of the Meter is found to be in compliance with Rule 6.1; and
- (2) the test is made
  - (a) at the Customer's request; or
  - (b) due to a billing dispute; and
- (3) Meter is found to be in compliance with Rule 6.1.

A written report giving the results of the test will be made to the Customer within 10 days after the test has been completed and a complete record of the test will be kept in the office of the Utility.

6.4 Tests Under Commission Supervision. Upon application of any Customer to the Commission and at the discretion of the Commission, a test will be made of a Customer's Meter by the Utility under the supervision of an employee of the Commission pursuant to 170 IAC 6-1-12 of the Commission's Rules (as may be amended from time to time).

## **RULE 7. SERVICE PIPES AND OTHER FACILITIES**

7.1 Installation and Ownership of Service Pipes. The Service Pipe shall be installed and owned by the Customer. The type, kind and quality of all pipe and materials installed between the Main and the Meter connection shall be subject to approval by the Utility. The Meter and Tap will be furnished, installed, maintained and replaced, if necessary, by the Utility and are its property. If the Tap is installed by the Utility outside regular working hours for the convenience of the Customer, the Customer shall be charged the actual cost to the Utility of labor and equipment used in the work. The Customer or his Plumber shall install the Meter connection, which will be furnished, owned, repaired and replaced, if necessary, by the Utility. If the connection is damaged or lost by the Customer or his Plumber, the Customer shall pay the Utility the cost thereof, but the Customer will not be held responsible for loss or damage if he/she has used reasonable care to protect the Utility's property.

7.2 Maintenance of Service Pipes. The Utility will maintain, repair or replace the portion of the Service Pipe and appurtenances between the Main and the Public Right-of-Way line made necessary by leaks.

The Customer will maintain, repair or replace the portion of the Service Pipe, and appurtenances from the Public Right-of-Way line to the Premises.

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The Utility shall have no duty to maintain, repair or replace Service Pipes which are connected to a pipe in a Public Right-of-Way, which pipe, prior to the dedication of the Public Right-of Way, was a Service Pipe not owned by the Utility.

For Mains and Service Pipes installed in Easements, the Utility will maintain the Main and Tap but will not maintain the Service Pipe.

The Utility shall have no duty to maintain, repair or replace Service Pipes within a vacated Public Right-of-Way or Easements unless the Service Pipe crosses a Public Right-of-Way adjacent to the Easement.

7.3 Disconnection of Old Service Pipes. The Utility will disconnect, at its expense, inactive Service Pipes at the Tap under the following conditions: (1) when the Utility receives a “wrecking” notification for a Premises; (2) when an active Service Pipe serves the Premises; (3) when a Customer installs a new Service Pipe; or (4) when there are no existing on-site needs for water service. If the situation is not described by one of the above conditions or is unusual, the Utility will give such special considerations as the circumstances require in its sole judgment.

All Service Pipe disconnections will be scheduled by the Utility. The Utility is under no obligation to disconnect inactive Service Pipes prior to construction of new or modified Service Pipes.

Any damages to inactive Service Pipes in the Public Right-of-Way or Easement, prior to disconnections performed by the Utility, shall be the responsibility of the property owner.

7.4 Service Pipe Installation Requirements. Service Pipes, including branches, shall be installed according to the following specifications:

7.4.1 The minimum inside diameter of the Service Pipe shall be 3/4-inch (or in accordance with the building code applicable to the area).

7.4.2 The Service Pipe shall run in a straight line perpendicular to the Main or from the Main to the property line or Easement line of the Premises being served. Any exceptions to this practice must be approved by the Utility.

7.4.3 The Service Pipe shall be installed and maintained with a minimum cover of 4 1/2 feet from the Main to a point where the Service Pipe is otherwise protected from freezing.

7.4.4 The Service Pipe shall include a Service Stop of the type approved by the Utility. Service Pipes for Meters one-inch or smaller installed in an outside meter pit shall have a Service Stop with a locking device, which is a part of the Meter connection furnished by the Utility. Service Pipes for Meters one-inch or smaller which cannot be installed in an outside pit shall have a Service Stop approved by the Utility placed between the curb and the Public Right-of-Way line. Unless otherwise approved, the service stop shall be placed in the unpaved portion of the Public Right-of-Way near the curb edge of the sidewalk and shall be in front of the structure served. In streets where there are no sidewalks or curbs, such Service Stops, as a general rule, shall be placed in the Public Right-of-Way 5 1/2 feet from the right-of-way line. All Service Pipes 1 1/2-inch or larger shall have a Service Stop installed within three feet of the Main. In no case shall Service Stops be placed in vaults under the sidewalk.

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7.4.5 Each Service Stop except those installed in pits shall be provided with an approved box. The top of the box shall be set level with the grade of the surrounding street, sidewalk, or ground. This box shall be originally installed and owned by the Customer and if located on private property shall be maintained and kept to proper grade by the Customer.

7.4.6 Each Service Pipe shall contain an approved shut-off valve. Where the Meter is located in a building, the valve shall be located where the Service Pipe first enters the building and on the street side of the Meter. Where the Meter is located in an outside pit, the valve shall be installed either in the basement or in a riser pipe just above the first floor so that all outlets are controlled. A drawing showing the proposed layout of Branched Service Pipes and valves shall be submitted to, and have been approved by, the Utility prior to installation of said Service Pipes and valves.

7.4.7 Any Service Pipe laid in proximity to an existing or proposed sewer or drain line shall be installed in accordance with the current plumbing rules and regulations of the State of Indiana applicable to such installation.

7.4.8 Every Premises shall receive water utility service through a separate Service Pipe unless the Utility approves and authorizes the provision of water utility service to two or more separate Premises through a primary Service Pipe and related Branched Service Pipes in accordance with Rule 7.12.

A Service Pipe shall not extend from one Premises to another across a Public Right-of-Way.

A Service Pipe shall not extend across a property, lot or Easement line except in those instances where the Main to which the Service Pipe is connected is installed in a Public Right-of-Way or in an Easement parallel to the Public Right-of-Way.

7.4.9 The Utility, upon request, will review a Customer's plans and specifications with respect to the type, location and arrangement for the service, Service Pipe and other facilities downstream from the Meter, but the Utility is not responsible for the adequacy of such Service Pipe and facilities downstream from the Meter or for selection by the Customer of the best or most economical type of service or Metering arrangement.

7.5 Replacement of Service Pipes. The Utility recommends against extending or reconnecting a previously installed Service Pipe to a building if such Service Pipe is or may be of inadequate capacity and invites the Customer or Plumber to obtain the advice of the Utility regarding the size of the Service Pipe which would be adequate for the proposed service. If the Customer elects to install a new Service Pipe, the installation shall be made by the Customer.

7.6 Metering Points. Unless the Customer requests additional metering points and the request is approved by the Utility, service shall be supplied through a separate Service Pipe and Meter for each Premises.

In new or unusual situations or situations not described by the existing rules, service and metering points must be reviewed and approved by the Utility prior to installation.

7.7 Relocation of Service Pipes. The Utility shall not be liable for the cost of moving or relocating a Service Pipe or related appurtenances to serve the convenience of the Customer.



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If the Utility relocates a Main in connection with a public improvement project, the Utility will, at its expense, reconnect the Service Pipe from the old Main to the new Main.

If a Service Pipe must be relocated or lowered in connection with a public improvement project not involving a Utility Main relocation, the Service Pipe will be relocated or lowered at the expense of the public improvement project agency.

7.8 Undersized Service Pipes. The Utility is not responsible for inadequate or unsatisfactory service due to an undersized Service Pipe. Replacement of an undersized Service Pipe and appurtenances shall be at the Customer's expense.

7.9 Thawing Frozen Service Pipes. The Utility shall not be required to attempt to thaw Service Pipes.

7.10 Irregularly Located Service Pipes. A Service Pipe which is irregularly located shall, at the Utility's expense, be relocated and connected to a new Main abutting the Premises when subsequently installed for other purposes.

The Utility shall not be under any obligation to permit connection or to supply service to any Customer whose Premises does not abut a Main.

7.11 Modification of Facilities. Where modification of the Customer's facilities, or modification of the type or arrangement of service is required in the Utility's judgment because of changes in the use of the Premises or because of changes in the Customer's operations which affect the Utility's distribution system, such as the causing of pressure fluctuations which affect service to other Customers or damage to the Utility's system, the necessary modification shall be made at the Customer's expense at the request of the Utility. The Utility shall also be entitled to recover from such a Customer the costs of repairing its distribution system to the extent damaged by the modifications to the Customer's facilities, use of the Premises or changes in the Customer's operations.

7.12 Association of Customers. The Utility may contract, in its judgment, with two or more prospective Customers for water service from one primary Service Pipe, provided the Customers have entered into a written contract with the Utility and with each other to provide for the maintenance of the primary Service Pipe and all related branches, and to pay all associated private fire service charges.

A Service Pipe to an isolated Premises shall not extend across a property, lot or Easement line to a Main until the prospective Customer and the owner(s) of adjacent land between the isolated Premises and the Main have entered into a written contract with the Utility and with each other to provide for the maintenance of the Service Pipe and to pay all associated private fire service charges.

## **RULE 8. PLUMBING RESTRICTIONS**

8.1 Lawn Irrigation System and Yard or Post Hydrant Installation Requirements. Customers shall construct an air gap or install a reduced pressure principle backflow preventer or pressure type vacuum breaker in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10-6, on the water line connecting the public water supply to any lawn irrigation facility buried below ground which has a sprinkling outlet located less than six (6) inches above grade and which is constructed after July 19, 1985.

Vacuum breakers installed on all yard or post hydrants shall be of the self-draining, nonfreezing type.

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A drawing of each such proposed lawn irrigation and hydrant installation shall be submitted to, and have been approved by, the Utility prior to installation.

8.2 Prevention of Contamination of Utility's Distribution System. No interconnection or plumbing arrangement shall be permitted that could allow contamination to enter the Utility's distribution system. Backflow prevention devices shall be installed in Customer facilities in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10. Utility-approved backflow prevention devices as required by Indiana Department of Environmental Management Rule 327 IAC 8-10 shall be installed in the primary Service Pipe serving an association of Customers, as described in Rule 7.12. Utility approved backflow prevention or detector check devices shall be installed in all unmetered private fire service lines as described in Rule 9. Backflow prevention devices approved by the Utility shall be installed in any other Service Pipe where the Utility, in its judgment, determines that such protection is necessary.

All backflow prevention devices shall be installed at locations approved by the Utility. These devices will be selected and installed in accordance with 327 IAC 8-10-7. No connection to a Service Pipe shall be made between the Main and the backflow prevention device without the Utility's prior approval.

8.3 Prevention of Circulation in Looped Systems. Service Pipes which form a complete loop and connect to a Main at two or more points shall have double check valve assemblies installed in them. The devices shall be installed near the property line at each point of connection to the Main.

8.4 Potable Secondary Water Supply. Customers having a potable secondary water supply shall install and maintain, at their expense, proper backflow prevention devices in accordance with Indiana Department of Environmental Management Rule 327 IAC 8-10-5. This will include tanks constructed to store water furnished by the Utility's distribution system.

8.5 Non-Potable Water Supply. Where a Premises has a non-potable secondary or private fire service water supply, no connection will be allowed to the potable water piping system. This is to comply with 327 IAC 8-10-5(b).

8.6 Booster Pump Installations. All plans for booster pump installations shall be submitted to the Utility prior to installation. A booster pump must be equipped with pressure sensing controls to provide shut down when the Main pressure drops below 20 psi. Requirements for backflow prevention devices, metering or flow detection will be considered at this time.

8.7 General Requirements. Backflow prevention devices shall be installed and inspected per Indiana Department of Environmental Management Rule 327 IAC 8-10. If the Utility finds noncompliance with these rules, it will report such noncompliance to the Indiana Department of Environmental Management per Rule 327 IAC 8-10-10. The Utility may also disconnect service to the Customer in accordance with Rule 4.2.1.

## **RULE 9. PRIVATE FIRE SERVICE**

9.1 Application for Private Fire Service. Private fire service for the purpose of supplying water to be used for the extinguishment of fire shall be installed only after the approval in writing by the Utility of and subject to the terms and conditions contained in, an application for private fire service. A single charge will be made for each application. Such charge shall be pursuant to the Private Fire Protection Service Connection Charges set forth on Appendix A.

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9.2 Application for Change in Private Fire Service. After the commencement of private fire service, the Customer must obtain in advance the approval of the Utility for any change, alteration, or addition in the fixtures, openings and uses specified in the Application. The Customer must complete and submit to the Utility an Application for Existing Fire Service.

9.3 Design and Installation Requirements. The type, kind and quality of all pipe and materials installed underground for fire service shall be subject to approval by the Utility. Private fire service water shall pass through a Fire Meter, double check detector check assembly or detector check with a bypass Meter unless, in the Utility's judgment, private fire service water is allowed to pass through a non-Fire Meter. A Fire Meter shall be installed only in a Service Pipe which supplies water to a Premises both for private fire service use and use other than private fire service. A detector check with a bypass meter or double check detector check assembly will be installed where required by Rule 9.9. All private fire service lines within buildings shall be installed in such a manner that all pipes will be easily accessible for inspection at any time. Underground pipes outside of buildings must be placed and maintained with a minimum cover of four and one-half feet. Unmetered connections with fire service systems are prohibited.

In the event that an additional Service Pipe for supplying water to the Premises solely for use other than private fire service is branched from a Service Pipe supplying water to the Premises for private fire service, the Customer may elect to install separate Meters in each such Service Pipe branch, in lieu of a Fire Meter in the primary Service Pipe for the combined services. Where a private fire service system is maintained under pressure from a jockey pump, the water serving the jockey pump shall be drawn from the line serving the fire pump and a separate Meter shall be installed on this line.

9.4 Alarms and Check Valves. Private fire service systems without tanks shall be equipped with a flow alarm and a double check valve assembly. Systems with tanks shall have one flow alarm and an approved backflow prevention device. Water from the Utility's supply used for filling storage tanks or reservoirs shall be metered.

9.5 Seals on Hydrants and Other Fixtures. Hydrants and other fixtures connected to a private fire service line may be sealed by the Utility, and such seals shall be broken only in case of fire or as specially permitted by the Utility. The Customer must immediately notify the Utility of the breaking of any such seal.

9.6 Discontinuance of Service. Water service for a Customer's private fire service system may be discontinued for (1) any of the reasons set forth in Rules 4 or 9.1, except vacancy of Premises, (2) the Customer's failure to notify the Utility promptly in the case where the Utility's seals on valves, fittings, or hydrants are broken, or (3) waste or unauthorized use of water by the Customer through fire service lines.

Water service for a Customer's private fire service system will not be disconnected at the Customer's request, unless the fire department having jurisdiction of the district in which the Premises is located has approved the disconnection. Until the fire department approves the disconnection, the Customer will continue to be obligated to pay for such service. If the Customer fails to pay for their unmetered private fire service, the Utility may discontinue the metered water service as set forth in Rule 4.

9.7 Fire Meters. A Fire Meter shall be installed whenever a single Service Pipe is installed for the purpose of supplying water to a Premises both for private fire service and for use other than private fire service. The Fire Meter and Tap in the Main shall be furnished, installed and owned by the Utility. The meter pit and all other facilities within the meter pit shall be subject to the Utility's approval prior to installation and be constructed and installed by, and be the responsibility of, the Customer.

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9.8 High Volume – High Pressure Industrial Systems. In the case of a private fire service system to serve an industrial complex owned and operated as a single entity by one Customer which will have significant water storage and high volume/high pressure pumping facilities, such system shall be installed in accordance with plans submitted to, and approved by, the Utility prior to installation. In the event that it is necessary that any part of such system cross or be located within a Public Right-of-Way or a Utility-owned Easement, such system shall not be deemed to violate Rule 7.4.8 if the Customer has entered into a written agreement with the Utility in which the Customer has agreed to:

9.8.1 install all of the Customer's pipes within the Public Right-of-Way or Easement in a tunnel or casing pipe extending five (5) feet onto the Customer's property on each side of the Public Right-of-Way or Easement, all details of which shall be subject to the Utility's approval,

9.8.2 pay the costs incurred by the Utility to replace with an approved pipe material any Utility Main which, in the Utility's judgment, is put in jeopardy and is located within the area disturbed by the installation of the Customer's pipes within the Public Right-of-Way or Easement,

9.8.3 maintain and repair, at the Customer's sole expense, the Customer's private fire service system, including the Customer's pipes installed within the Public Right-of-Way or Easement,

9.8.4 compensate the Utility for any and all damage to the Utility's facilities located in the Public Right-of-Way or Easement caused by the Customer, its system, installation or use,

9.8.5 indemnify the Utility against any and all liability and claims arising from damage to property or injury (whether or not alleged to be the result of the Utility's negligence) caused by the Customer's system or its installation, maintenance or use, and

9.8.6 relocate, at no expense to the Utility, its facilities installed within the Public Right-of-Way if such relocation is necessitated by a public improvement.

9.9 Detector Checks. An Underwriters Laboratory-approved detector check with a bypass Meter or double check detector check assembly shall be installed in all new private fire system Service Pipes. In addition, detector checks with bypass Meters or double check detector check assemblies shall be installed where existing private fire system Service Pipes are being modified, replaced or relocated, where existing private fire systems are being extended, and when a Customer being served has been found by the Utility to be using water, without authorization from the Utility, from an existing unmetered Service Pipe for purposes other than fire service. The detector check or double check detector check assembly shall be located after all metered Branched Service Pipe connections. The bypass Meter around the detector check or double check detector check assembly shall be sized, purchased, installed and owned by the Utility. The detector check or double check detector check assembly, meter pit or vault, and all other piping facilities within the meter pit or vault, shall be subject to the Utility's prior approval and be constructed and installed by, and the responsibility of, the Customer.

## **RULE 10. PUBLIC FIRE SERVICE**

10.1 Public Fire Protection Service Fee. Each Customer taking Residential Water Service or Non-Residential Water Service shall pay a monthly Public Fire Protection Service Fee.

10.2 Maintenance of Public Fire Hydrant. Public fire hydrants shall be maintained by the Utility.

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10.3 Uses of Public Fire Hydrants. The use of fire hydrants shall be restricted to the taking of water for the extinguishing of fires, and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, flushing trenches, sewers or gutters or for any other use, unless specifically authorized in writing by the Utility as to the time, location and use.

10.3.1 No Person, except for the legitimate purpose of extinguishing fires, shall open any fire hydrant without the consent of the Utility in writing. Unauthorized use of public fire hydrants will be considered fraudulent use of water and will be subject to Rule 1.6

10.3.2 No hydrants shall be opened while a fire is burning or being extinguished except those actually used on the fire.

10.3.3 Any Person opening a hydrant shall remain in the immediate vicinity and in control of the hydrant during the time the hydrant is open, and shall close the hydrant immediately after its use is no longer required.

10.3.4 Any Person, who may be specifically authorized by the Utility to operate fire hydrants, shall notify the Utility as soon as possible after any hydrant has been opened.

10.3.5 The Utility shall have no responsibility or liability for any damage or injury caused by Persons operating fire hydrants. Any Persons or representatives authorized by the Utility to operate hydrants that cause damage to a hydrant while operating shall be responsible for the cost of repairing the hydrant.

## **RULE 11. UTILITY'S RESPONSIBILITY FOR SERVICE**

11.1 Interruptions, Pressure, and Volume. The Utility will use reasonable care and diligence to avoid interruptions and fluctuations in its service, but it cannot and does not guarantee that interruptions and fluctuations will not occur. Variations in pressure or volume of flow are to be expected. In the Utility's judgment, Customers requiring uniform service, an uninterrupted supply, or uniform pressure or volume shall make their own special provisions on their Premises. Customers needing special provisions for uninterrupted service may also be required to install multiple meters or multiple backflow devices to allow the Utility to test Meters and backflow devices or repair Meters during the Utility's normal business hours and to allow the Customer to repair its backflow devices.

11.2 Liability for Damage. The Utility shall not be liable for damages of any kind or character for any deficiency in pressure, for failure of water supply, for bursting or breaking of any mains, services, service pipes, stops, valves or fixtures, wherever located, for any deficiency in any attachment to mains, services, service branches or any other facilities used by the Utility, or for any other interruption of water supply 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 responsible for damage caused by change in water quality that may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants or any other cause when the same is not due to lack of reasonable care on the part of the Utility.

11.3 Liability for Failure or Delay in Performance. 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.

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## RULE 12. COMPLAINT PROCEDURE

12.1 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 Service and may request a conference about such matters. The complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Utility at its business office. A complaint shall be considered filed upon receipt by the Utility, except mailed complaints shall be considered filed as of the postmark date. In making a complaint or requesting a conference (hereinafter “complaint”), the Customer shall state his/her name, service address and the general nature of his/her complaint. The Utility will continue service to Customer pending disposition of a complaint in accordance with the terms of Rule 4.10.

12.2 Investigation of Complaint and Notification of Proposed Disposition. Upon receiving each such complaint, the Utility will investigate the matter, confer with the Customer when requested and notify him/her, in writing, of its proposed disposition of the matter. Such written notification will advise the Customer that he/she may, within seven days following the date on which such notification is mailed, request a review of the Utility’s proposed disposition by the Commission. If the Customer requests a special Meter reading, the first reading of the Customer’s Meter by the Utility during its investigation shall not be subject to the charge for a special Meter reading prescribed in the Utility’s Rate Schedules. Subsequent readings, however, if requested by the Customer, will be subject to the charge.

12.3 Service During Review of Complaint. In accordance with the Commission’s Rules pursuant to 170 IAC 16 et al, if the Customer is receiving service at the time the complaint is received by the Utility, his/her service 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 in accordance with the Commission’s Rules as set forth in 170 IAC 16-1-5.

12.4 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](http://www.citizenswater.com)) upon request by the concerned Customer, his agent possessing written authorization, or the Commission.

12.5 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.

## RULE 13. MAIN EXTENSIONS

13.1 Definitions. The following terms as used in this rule have the following meanings:

13.1.1 “Completion date of the Main extension” means the date the Utility declares the Main extension to be in service and releases it for Taps.

13.1.2 “Cost of the Main extension” means the estimated cost of installing the Main or the actual cost of a developer-installed extension.

13.1.3 “Deposit” means the amount required to be deposited by or on behalf of each prospective Customer for a Main extension prior to the Utility commencing construction of the Main extension.

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13.1.4 “Main extension” means the Mains, hydrants and appurtenances installed by the Utility to provide the water utility service requested by or on behalf of the prospective Customer or Customers, but does not include the Customer’s Service Pipe.

13.1.5 “Original depositor” means a prospective Customer who enters into a Main extension agreement with the Utility and makes a deposit with the Utility prior to the completion date of the Main extension.

13.1.6 “Parcel” means a lot as platted or if the area to be served is not platted, the equivalent of a “lot” as determined in accordance with the Commission’s Rule 170 IAC 6-1.5-30.

13.1.7 “Prospective Customer” or “applicant” means the person requesting the Main extension in order to receive water utility service from the Utility.

13.1.8 “Subsequent connector” means a person who was not an original depositor and who connects to the Main within 10 years after the completion date of the Main extension.

13.1.9 “Subsequent connector’s fee” means the amount required to be paid to the Utility by each subsequent connector prior to his being permitted to connect to the Main.

13.1.10 “Total required deposit” means the amount by which the cost of the Main extension exceeds the amount equal to three times the estimated annual revenue to be received by the Utility from the prospective Customer or Customers less the Utility’s costs of connecting said prospective Customer or Customers to the Main.

13.2 Written Agreement and Scheduling of Projects. 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.

All Main extension projects will be carried out in accordance with the Commission’s Rule 170 IAC 6-1.5 and this Rule 13. They will be scheduled for construction in the order in which the Utility receives the total required deposit under the Main extension agreement or the executed Main extension agreement if there is no required deposit.

13.3 Design of Main Extension. All Main extensions installed to provide domestic water service shall also provide fire protection service. Unless otherwise specifically provided for in the Main extension agreement, the Main extension will be designed to deliver domestic water service at a rate sufficient to serve the number of parcels abutting the main extension and public fire protection service at a minimum rate of 1,000 gallons per minute at 20 pounds per square inch residual pressure. In addition to the above, the Utility will determine the size of Main reasonably necessary to serve the applicant without degrading the integrity of the Utility’s distribution system.

13.4 Determination of Cost of Main Extension.

13.4.1 General. The cost of a Main extension may be either (a) the actual cost of a developer-installed extension; or (b) the estimated cost of the extension. The estimated cost of the Main extension to satisfy the design characteristics set forth in Rule 13.3 or such other design characteristics as are specifically requested by the prospective Customer or Customers will be based on the length of the Main and unit cost for installing the appropriately sized Main. All such costs will be determined annually by the Utility, based on the Utility's actual average cost to install Mains during the previous calendar year, adjusted for known increases or decreases in materials, equipment, special construction, overhead and labor costs. The total of such estimated costs shall be the cost of the Main extension for all purposes under the Main extension agreement. If, however, one or more of the prospective Customers requests special service, such as higher flow or pressure, which the Utility determines requires the installation of a Main larger than that which would otherwise be necessary to serve the domestic and fire protection requirements of the prospective Customers generally, the Utility will compute the cost of an alternative Main extension which would meet the needs of the prospective Customer or Customers assuming no one of them required any special service, which cost will be used to determine the deposit required from each of the original depositors other than those requesting the special service and the subsequent connector's fees.

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 this Rule 13.

13.4.2 Length and Location of Main Extension.

13.4.2.1 Extension of Main to Intersection or Parcel Adjacent to Parcel Having Available Service. The Main extension shall run to the end of the lot or frontage of the most remote original applicant to be served. However, if such lot or frontage abuts an intersecting street, the terminal point of the extension shall be located so that the Main to be installed ties into the existing Main in the intersecting street. If there is no Main in the intersecting street, the cost of the Main extension shall be computed on the basis of an extension of the Main to the center of the street. If the Main to be extended terminates within a parcel served thereby and the extension of such Main is to serve only the immediately adjacent parcel, the Utility, at its expense, will extend the existing Main to the mutual property line and such line will be considered the beginning point of the Main extension.

13.4.2.2 Termination of Main Extension in Permanent Cul-De-Sac. If the public thoroughfare in which the Main is to be installed dead ends in a permanent cul-de-sac, the Main will be installed to wrap around the cul-de-sac in the unpaved portion of the Public Right-of-Way, so that the Service Pipe to serve each parcel abutting the public thoroughfare may be connected to the Main without disturbing the paved portion of the public thoroughfare in the cul-de-sac and without crossing any property line other than the right-of-way line.

13.4.2.3 Termination of Main Extension Against Natural or Physical Barrier. If the public thoroughfare in which the Main is to be installed dead ends against a railroad, creek, river or other physical or natural barrier, or if the Main is to serve the last lot or last facing pair of lots in a street, the Main to be installed may terminate at the physical or natural barrier, at the point where the most remote Service Pipe is to be connected to the Main, or at a point perpendicular to the farthest corner of the house or structure located on the parcel adjacent to the barrier, whichever the Utility in its reasonable engineering judgment determines is the most appropriate under the circumstances.



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13.4.2.4 Mains to be Installed in Public Thoroughfare. The Utility shall not have a duty to locate a Main other than in a public thoroughfare. In its discretion, the Utility may install a Main in an Easement or right-of-way granted to the Utility where installation of the Main in the public thoroughfare is impracticable or installation of the Main in an Easement will, in the Utility's engineering judgment, benefit the Utility's distribution system.

13.5 Determination of Revenue Allowance. The revenue allowance for each Main extension shall be equal to three times the estimated annual revenue to be received from the Customer or Customers to be attached to the Main less the estimated cost of connecting the prospective Customer or Customers to the Main, which cost shall be based on the size of the Tap and Meter through which the prospective Customer or Customers will receive service. If the revenue allowance exceeds the cost of the Main extension, the Main extension shall be a "free extension," subject to the terms and conditions described in Rule 13.6.

In determining the revenue allowance, the Utility will estimate the annual revenue to be received by it from each of the prospective Customers based on the average annual revenue received from Customers of the same classification having similar characteristics during the previous calendar year. If there is evidence available that would indicate that such an estimate would be inapplicable, the Utility will estimate the annual revenue based on such evidence.

Where the Main extension will serve Residential Customers, an immediate revenue allowance will be allowed only for existing residences or residential units where construction of the building containing the units has commenced above the first floor and where the prospective Customer or developer, as the case may be, agrees to take service within nine months following the completion date of the Main extension. Where the Main extension is to serve a proposed commercial or industrial real estate development, no immediate revenue allowance will be allowed for prospective commercial or industrial Customers unless, in the Utility's judgment, sufficient construction has commenced and pertinent data is available to the Utility to permit it to identify the prospective commercial or industrial Customers in order to determine anticipated water demands and estimate the annual revenue to be received from such prospective Customers.

13.6 Guarantee to Insure Connection to Free Extension. If the Main extension is estimated to be a "free extension," as identified in Rule 13.5, the Utility may require each prospective Customer to make a reasonable deposit, not to exceed three years' estimated revenue from such Customer, to guarantee that such prospective Customer connects to, and takes service from, the Main extension within nine months after the completion date of the Main extension. Each such deposit will be returned as soon as practicable after the prospective Customer commences service from the Main extension. If a prospective Customer fails to connect to and take service from the Main extension, the Utility will retain the deposit as liquidated damages for the loss resulting to it from the prospective Customer's failure to commence service as anticipated and relied upon by the Utility, unless a sufficient number of other prospective Customers become Customers so as to qualify the Main extension as a free extension. If the deposit amount exceeds the actual cost, the Utility will refund the difference between the actual cost and the deposit to the Customer. However, if the actual cost exceeds the deposit amount, the Utility will retain the deposit in total and will bill the Customer for the difference.

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13.7 Allocation of Total Required Deposit Where There is More Than One Prospective Customer. Unless otherwise agreed upon among the prospective Customers, each shall pay to the Utility his proportionate share of the total required deposit based on the ratio of the number of parcels for which each Customer requests water service to the total number of parcels for which water service is requested by all of the prospective Customers. When a prospective Customer owns more than one parcel but does not elect to arrange for service to all parcels, he may designate which of the parcels are to be served and shall make deposits for each of the parcels to be served. A separate Main extension agreement shall be entered into with respect to each parcel for which water service is requested.

13.8 Cash or Secured Deposits. A prospective Customer's deposit shall be made in cash or, in lieu of cash, it may be secured by an irrevocable letter of credit acceptable to the Utility and issued by a national bank or a bank chartered under the laws of the State of Indiana. In all cases, said letter of credit shall permit the Utility upon request to draw funds for the purchase of materials to be used for the Main extension and unconditionally guarantee payment of the remainder of the deposit within three days after the completion date of the Main extension.

13.9 When Deposits Collected are Less than Total Required Deposit. In the event that the amount of deposits collected by the Utility from the original depositors is less than the total required deposit when the Utility is ready to commence installation of the Main, the Utility may elect either to cancel the project and return all deposits or to proceed with the Main extension. If the Utility elects to proceed with the Main extension, the amount by which the total required deposit exceeds the deposits collected shall be identified as the Utility's "repayable investment," and no refunds will be made to depositors until the Utility has recovered all of its repayable investment, with interest at the annual rate of one percent (1%) over local prime at the time the proposed written agreements for the Main extension are sent by the Utility to the prospective Customer or Customers.

13.10 Return of Deposits Upon Failure to Commence Construction. Upon receipt and retention by the Utility of the total required deposit, no refund of any deposit will be made unless within 180 days after the Utility's receipt of the total required deposit, construction of the Main extension shall not have begun. In the event that the Utility has not commenced installation of the Main extension within 180 days after receipt of the total required deposit from the original depositors, the Utility shall, upon written request from an original depositor, refund his/her deposit. Unless such refunded deposit and all other refunded deposits are replaced by the same or other original depositors within 90 days thereafter, the Utility may cancel the project and refund all remaining deposits thereon. The Utility shall not be liable for damage to any person, firm, corporation, organization or other entity for failure to install the Main extension within any particular period of time, regardless of the type of damage claimed.

13.11 Connection and Service. An original depositor shall be entitled to one Service Pipe connection for each parcel for which a deposit is made. An original depositor shall connect to and receive water service from the Main extension within nine months after the completion date of the Main extension and shall use and pay for such service for a period of at least three years. In the event the original depositor fails to connect to and take service from the Main extension within nine months after the completion date of the Main extension, the revenue allowance for such prospective Customer shall be identified as the Utility's repayable investment and no refunds will be made to the original depositors until the Utility has recovered all of its repayable investment, with interest at the annual rate of one percent (1%) over local prime at the time the proposed written agreements for the Main extension are sent by the Utility to the prospective Customer or Customers. The Utility may also require a bond to enforce the faithful performance of the prospective Customer's connection and service obligations.

13.12 Utility May Install Larger Mains. The Utility may install Mains larger than the size of Mains used to determine the cost of the Main extension in order to provide for future extensions. The additional cost of installing such larger Mains shall be the Utility's expense.

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13.13 Subsequent Connector's Fee. If the owner or occupant of any unconnected parcel abutting the main but not included in the original application for the Main extension, requests water service any time within ten years after the completion date of the Main extension, the owner shall, prior to the Utility permitting the connection of said parcel to the Main, pay a subsequent connector's fee for each parcel for which service is requested. The amount of the subsequent connector's fee shall be the cost of the Main extension divided by the number of parcels abutting the Main used to compute the cost per parcel in determining the amount of the total required deposit from the original depositors for the Main extension, unless otherwise determined in accordance with Rule 13.4.1. If the owner of land which abuts the Main extension and was unplatted on the completion date of the Main extension and said owner or his heirs, successors or assigns (hereinafter, collectively the "owner") subdivides said land within 10 years after the completion date of the Main extension in such a manner that some or all of the parcels will not require service directly from the Main extension, and the owner requests a lateral Main extension from the Main extension to serve such land, the owner shall pay to the Utility a subsequent connector's fee for each parcel abutting the earlier Main extension, regardless of whether such parcels are to be served by the earlier Main extension or by the lateral Main extension. Applicants for service connections for parcels within subdivision developments included in a Main extension agreement shall not be required to pay a subsequent connector's fee. The subsequent connector's fee shall be in addition to any other charges which the subsequent connector must pay to the Utility in order to connect to and receive service from the Utility.

13.14 Provisions Regarding the Refund of Deposits.

13.14.1 All Main extensions are the Utility's property. The Utility shall have the right to make further extensions therefrom without the original depositors being entitled to any refund by reason of such further extensions or connections thereto, except as provided in Rule 13.13.

13.14.2 No refund shall be based on connections to the Main extension made more than 10 years after the completion date of the Main extension. In no event shall the total amount of the refunds to an original depositor exceed the amount of his deposit. No interest shall be paid on any deposit made pursuant to this Rule 13.

13.14.3 No refund of any deposit shall be made on account of any Customer connecting to the Main extension for whom a final revenue allowance was allowed in establishing or adjusting the amount of such deposit, or whose property does not directly abut upon the particular section of the public thoroughfare in which the Main extension is installed.

13.14.4 In the event that more than one party contributes to the total required deposit, refunds shall be divided among the parties making the total required deposit in the same proportion as their contributions bear to the total required deposit, unless otherwise provided for in the Main extension agreement.

13.14.5 The Utility shall notify the original depositor or depositors of the completion date of the Main extension. Within 30 days after the first anniversary of said completion date, and within 30 days after the next nine anniversaries of said completion date, the Utility shall compute credits toward its repayable investment, if any, and the refunds due the original depositor or depositors. Such credits shall consist of the sum of the following:

- (a) The subsequent connector's fees collected by the Utility from Customers connected to the Main extension after the completion date of the Main extension and for whom no credit has been previously allowed.

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(b) A revenue allowance in the amount specified in the Main extension agreement for each single family residential Customer who connected to the Main after the completion date of the Main extension and for whom no credit has previously been allowed.

(c) A revenue allowance for each Non-Residential or multi-dwelling complex Customer for whom no credit was previously allowed in the amount of three times the first normal 12-months' Metered and private fire protection service bills paid by such Customer within four years after connection to the Main, less the Utility's cost of so connecting them. If the connection occurs in the tenth year after the completion date of the Main extension, the credit under this subparagraph (c) shall be based on the Utility's estimate of the first normal 12-months' revenue from that Customer for each nonresidential or multiple dwelling unit complex Customer who connected to the Main extension and for whom no credit has previously been allowed.

(d) A revenue allowance for each Non-Residential or multi-dwelling complex Customer for whom a partial credit was previously allowed in the amount of three times the first normal 12-months' metered and private fire protection service bills paid by such Customer, less the amount of the partial credit previously allowed.

13.14.6 All credits shall first be applied to pay the Utility its repayable investment and accrued interest thereon, if any. After the Utility's repayable investment and interest thereon has been fully paid, all further credits shall be refunded to the original depositor or depositors by check mailed to the original depositor's last known address, as shown on the Utility's books and records. Any refund which cannot be made after the refund becomes due and payable because the Utility is unable to locate the intended recipient will be reported as unclaimed property to the State of Indiana in accordance with the Disclaimer of Property Interests Acts (Indiana Code 32-17.5, et. Seq.), as the same may be amended from time to time.

13.14.7 In the case of a phased residential real estate development where the preliminary plat of the entire development, in a form satisfactory to the Utility, is provided to the Utility at the time of the first request by the developer for a Main extension, refunds may be aggregated as follows: During the ten-year period, beginning with the date that the first Main extension for that development is placed in service, the amount of any refunds generated in excess of the deposit made on any phase of the development shall be applied against the deposit made for any earlier phase of the development, so long as the total amount of refunds to the original depositor does not at any time exceed the total amount of his deposits during such period.

13.15 Optional Surcharge Main Extension in Developed Residential Area. The Utility will install a Main extension for owners of single or double family dwellings along an existing street in a developed residential area in accordance with the terms and conditions hereinafter described, provided each of said owners enters into a Main extension agreement with the Utility in which said owners, for themselves and their successors in interest in the Premises (hereinafter the "owner"), agree to become and remain Customers of the Utility for at least 60 consecutive months following the completion date of the Main extension and abide by the terms and conditions set forth in this Rule 13.15. Upon request by the Utility, applicants for such a Main extension shall provide the Utility with proof of their property ownership.

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The cost of the Main extension shall be determined in accordance with Rule 13.4.1. To determine each owner's share of that cost, the Utility will divide the cost of the Main extension by the number of dwellings whose owners enter into the Main extension agreement. That amount, plus the estimated cost of connecting the owner to the Main, will be the responsibility of each owner and is hereinafter referred to as the "Full Owner's Share". Each owner entering into the Main extension agreement will have the option of either paying to the Utility for each affected dwelling at the time of the execution of the Main extension agreement (1) the Full Owner's Share," less the Utility's revenue allowance, for each dwelling or (2) a "Partial Owner's Share," which shall be equal to the greater of (a) 10% of the Full Owner's Share or (b) the percentage of the Full Owner's Share required so that the monthly Main extension surcharge (as hereinafter described) will not exceed a maximum amount fixed by the Utility from time to time. For those owners paying a Partial Owner's Share, the remainder of the Full Owner's Share (the "Remaining Balance") shall be paid to the Utility through a "main extension surcharge" on his monthly water bill, over a 60-month period commencing the month following that in which the main is placed in service. The amount of such monthly Main extension surcharge will be approximately 1/60th of the Remaining Balance. The Utility shall not be entitled to any interest on the Remaining Balance, and an owner electing the Partial Owner's Share option shall not be entitled to a revenue allowance.

Subsequent connectors to a Main extension installed pursuant to this Rule 13.15 within 10 years following the in-service date of the Main extension shall pay to the Utility a subsequent connector's fee in an amount computed in accordance with Rule 13.13. Until such time as the Utility has recovered its investment in the Main extension, less any revenue allowances made for a Full Owner's Share (Utility's "investment"), the Utility will not be obligated to refund any subsequent connector's fees or revenue allowances connected therewith. The Utility shall review all projects as of each anniversary of the in-service date of the Main extension. If at that time the Utility has recovered its investment, the Utility will thereafter, until the end of the contract term, make refunds from subsequent connector fees and related revenue allowances, and from Main extension surcharge payments as hereinafter described. Such fees, allowances and payments will be divided equally, per dwelling, among all depositors of Full and Partial Owner's Shares. Those who have deposited a Full Owner's Share will be refunded the resulting amounts. The same amounts will be credited against the unpaid portion of the Remaining Balance on the contract obligation of the current owner of a Premises for which a Partial Owner's Share was deposited. No owner, however, shall be refunded, or credited for, amounts in excess of the sum of deposits and any payments made by such owner ("owner's investment"). When the Utility has recovered its investment and all owners have recovered their owners' investment, the Main extension contract shall terminate and no further refunds will be made or subsequent connector fees collected.

An owner that pays a Partial Owner's Share, but does not connect a Service Pipe to the Main, shall be known as a "surcharge Customer". Since such a Customer will not be receiving a monthly water bill, the Utility will send the surcharge Customer a separate monthly bill for the Main extension surcharge. A monthly Main extension bill which remains unpaid for a period of more than 17 days following the mailing of the bill by the Utility shall be delinquent. If such bill remains delinquent for 7 days following the Utility's mailing of a delinquency notice, said Customer shall be deemed to have forfeited to the Utility his Partial Owner's Share and all monthly surcharge payments previously made to the Utility. During the term of the Main extension contract, any subsequent applicant for water service to the owner's Premises, including a defaulting surcharge Customer as provided for in the foregoing sentence, shall be deemed a subsequent connector and pay a subsequent connector's fee for such service.

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An owner that occupies a dwelling served by a Service Pipe connected to the Main extension installed pursuant to this Rule 13.15 must pay all Main extension surcharges by the due date of the accompanying water bill. A monthly Main extension surcharge which remains unpaid for a period of more than 17 days following the mailing of the bill by the Utility shall be delinquent. If such bill remains delinquent for 7 days following the Utility's mailing of a disconnect notice, the Utility may declare the entire unpaid amount of the owner's Remaining Balance immediately due and payable, and upon non-payment thereof, may disconnect water service to the owner's Premises. An owner leasing to others a dwelling served by a Service Pipe connected to the Main extension shall agree with the Utility, for the years that the monthly surcharge payment will remain in effect, that the owner is the Customer and will receive and pay the monthly bills for water service and the Main extension surcharges. Said owner shall further agree that if the monthly Main extension surcharges are not received by the Utility within 7 days following the Utility's mailing of a disconnect notice, the Utility may declare the entire amount of the owner's unpaid Remaining Balance immediately due and payable, and upon non-payment thereof, may disconnect water service to the owner's Premises with notice and in accordance with Rule 4. In the event of a disconnection of water utility service under this Rule 13.15, such service may thereafter be restored only when the entire amount of the owner's Remaining Balance and the Utility's disconnect and reconnect charges have been paid.

The failure of one or more owners that paid a Partial Owner's Share to pay all of his or their monthly Main extension surcharges shall not preclude the Utility from collecting monthly Main extension surcharge payments from other owners and subsequent connector fees until its repayable investment has been recovered.

13.16 Special Contracts for Rate Surcharge in Developed Residential Area. Pursuant to 170 IAC 6-1.5-40, the Utility will make a Main extension to an unserved, developed residential area ("designated area") if the owners of at least 50% of the dwellings in the area contract ("Special Contract") for service, on terms acceptable to the Utility, providing for the Utility's recovery of the cost of the Main extension ("main extension cost") and its cost of connecting Customers' Service Pipes to the Main through Monthly Area Rate Surcharges and Area Rate Tap fees, as prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules, applicable to all Customers and potential Customers in the designated area until the Utility has recovered the Main extension cost. If owners of fewer than 50% of the dwellings in an area enter into a Special Contract for the area, the Utility may elect not to proceed with a Main extension under this rule.

The Monthly Area Rate Surcharge will be determined by dividing the Main extension cost by the number of potential Customers in the designated area and dividing the resulting remainder by no fewer than 120 months.

An owner who contracts for service and pays the Area Rate Tap fee, but fails to connect to the Main within six months after the date the Main is placed in service, or one who does not contract for service and does not pay such fee before a Main is installed, shall, prior to commencement of service, pay the Utility at the time the owner connects to the Main and in addition to the Area Rate Tap fee, the Secondary Connector Fee prescribed in the Miscellaneous Service Charges tariff of the Utility's Rate Schedules for the designated area which fee will be credited against the Main extension cost.

13.17 Other Rules. All Main extensions shall be installed, service connections made and water service rendered by the Utility in accordance with all applicable rules and standards prescribed by the Commission and the Utility's rates, charges and rules approved by the Commission as revised, supplemented, and replaced from time to time.