

Lebanon Utilities

GENERAL TERMS AND CONDITIONS FOR WASTEWATER SERVICE

LEBANON, INDIANA

**ADOPTED BY
UTILITY SERVICE BOARD**

DATE May 6, 2015

**ADOPTED BY
THE CITY OF LEBANON COMMON COUNCIL**

DATE May 26, 2015

**SIGNED BY
THE MAYOR/CLERK-TREASURER FOR THE CITY OF LEBANON**

DATE May 26, 2015

**EFFECTIVE
DATE** May 26, 2015

LEBANON UTILITIES

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AND CONDITIONS FOR
WASTEWATER SERVICE**

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RULES APPLICATION

These terms and conditions for service have been approved by the Lebanon Utility Service Board and the City of Lebanon by its Common Council pursuant to Resolution No. 2015-03 and Ordinance No. 2015-09, respectively and represent the lawful rules of the Utility under Indiana Code § 8-1.5-3-4(a)(11). The terms and conditions for services, as set forth herein and as amended and supplemented from time to time shall govern all Wastewater Service rendered or to be rendered by Utility. The terms and conditions for service shall be binding upon every Customer and Utility, and shall constitute a part of the terms and conditions of every contract for Wastewater Service, whether written or oral. These terms and conditions for service supersede all prior versions.

1. Definitions

The words and expressions listed below shall have the following meanings unless a different meaning is clear from the context of its usage:

Accidental Discharge: An unintentional release of a material that could potentially violate the requirements herein of these Terms and Conditions for Sewage Disposal service.

Applicant: Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group thereof applying to receive or use the Utility's Sewage Disposal service.

Agreement or Application: A written contract or service request for a supply of Wastewater Service of which these terms and conditions are an integral part.

Beneficial Uses: These uses include, but are not limited to, domestic, municipal, agricultural and industrial use, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves, and other uses, both tangible or intangible, as specified by state or federal law.

Billing Period or Month: The interval between two consecutive water meter readings that is taken for billing purposes. Such readings will be taken as nearly as practicable every 30 days. All Rate Schedules are on the basis of charges per month unless otherwise specifically stated in the rate schedule.

Biochemical Oxygen Demand ("BOD"): The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure 1'0 five (5) days at 20°C, (68°F) expressed in milligrams per liter. BOD measurements are used as a measure of the organic strength of wastes in water.

Board: The Lebanon Utility Service Board is the governing body of the sewage System of the Utility, which System is a municipal utility.

Building Drain: The lowest horizontal piping of a building drainage system which receives the discharge from soil pipes, waste pipes and other drainage pipes inside a building and conveys it to a point outside the building.

Building Sewer: The extension from the Building Drain to the Public Sewer or other place of disposal and shall include that portion of the drain within the public right-of-way.

Chemical Oxygen Demand (or COD) of sewage effluent, polluted water or industrial wastes, is a measure of the oxygen equivalent of that portion of the organic matter in a sample that is susceptible to oxidation by a strong chemical oxidant. The laboratory determination shall be made in accordance with procedures set forth in Standard Methods.

City: The City of Lebanon, Indiana.

Clean Water Act: The primary federal law in the United States governing water pollution, which is codified at 33 U.S.C. § 1251 *et seq.*

Cooling Water: The water discharged from any system of condensation, air conditioning,

cooling, refrigeration or other, but which shall be free from odor and oil. Cooling Water shall not contain polluting substances that would produce BOD or Suspended Solids each in excess often (10) milligrams per liter.

Combined Sewer: A sewer which carries storm, surface or groundwater run-off in addition to sewage.

Compatible Pollutants: Wastewater meeting the Utility standards that have or contain:

- (1) Measurable biochemical oxygen demand;
- (2) Suspended solids;
- (3) pH;
- (4) Fecal coliform bacteria; or
- (5) Additional pollutants identified or defined in the City's national pollutant discharge elimination system (NPDES) permit or by the state or board.

Constituents and Characteristics (of wastewater): The chemical, physical, bacteriological and radiological properties, including volume, flow rate and other properties which serve to define, classify or measure the contents, quality, quantity and strength of Wastewater.

Customer: Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or entity that has agreed, orally or otherwise, to pay for Sewage Disposal service from the Utility.

Delivery Point: The point of the physical connection between Utility's and Customer's facilities beyond which point the Customer receives and assumes responsibility and liability for the service rendered.

Dispute Resolution Board (DRB): The group of individuals appointed by the Lebanon Utility Service Board to hear and resolve any disputes between Utility and Customers.

Domestic Wastewater: Wastewater of the type commonly introduced into Sewage Disposal System by residential users.

Effluent: The water, together with any wastes that may be present, flowing out of a drain, sewer, receptacle or outlet.

Equivalent Dwelling Unit ("EDU"): Shall be determined in accordance with industry standards and shall reflect the greater of the actual daily flow requirements (per 327 IAC 3), the area ratio of the water meter size serving a particular user, or such means of determination deemed appropriate by the Utility. One (1) EDU shall be estimated as equal to three hundred ten (310) gallons per day.

Foundation Drains: Any network of pipes, pumps or drainage mechanism located at, near or under a footing, foundation or floor slab of any building or structure that intentionally or unintentionally conveys groundwater away from a building or structure.

Garbage: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Heat Pump Discharge: Water discharged from a heat pump or other device that uses water as a heat source or heat sink.

Incompatible Pollutants: Any pollutants which are not compatible pollutants as defined by the Utility.

Industrial Customer: Any Customer of Utility who discharges, causes or permits the discharge of nondomestic Wastewater into the Sewage Disposal System.

Industrial wastes: Any solid, liquid or gaseous substance or form of energy discharged, permitted to flow into or enter the Sewerage System or ground from an industrial, manufacturing, commercial or business process or from the development, recovery or processing of any natural resource carried on by any person, and shall further mean any waste from an industrial user, but not including sanitary sewage or stormwater.

Infiltration: The water entering the Sewerage System directly or via private sewers, building drains and building sewers connected therewith, from the ground, through such means as, but not limited to, defective pipe joints, connections or manhole walls.

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

Inspector: A person authorized by the Board or the Superintendent to perform inspection duties.

Late Payment Charge: The one-time penalty assessed by Utility upon all current bills at such time as they become delinquent.

Lateral Sewer: The sanitary extension from the building to the Sewerage System or other place of disposal.

Major Contributor: A user discharging or introducing into the Sewerage System:

- (1) A flow of more than 50,000 gallons per average workday;
- (2) A toxic pollutant in toxic amounts as defined in § 307, Pub. L. No. 92-500, as now adopted or as hereafter amended;
- (3) Who has significant impact, either singly or in combination with other contributors, on the wastewater treatment plant or the quality of its effluent; and/or
- (4) Any substance unusual or unique in quality or quantity requiring special attention or processing in order to effect proper wastewater treatment.

May. The act referred to is both permissible and approved.

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

NH3-N: Denotes ammonia nitrogen. All of the nitrogen in water, sewage or other liquid waste

present in the form of ammonia, ammonia ion or in the equilibrium $\text{NH}_4^+ \rightleftharpoons \text{NH}_3 + \text{H}^+$.

Non-Industrial Customer: All Customers of the Utility that discharge into the Sewage Disposal System sewage normally discharged by a residence.

Non-Residential Customer: A person being supplied with Sewage Disposal service by the Utility that is not used for residential purposes.

NPDES Permit: A permit issued under the National Pollutant Discharge Elimination System for discharge of wastewaters to the navigable waters of the United States pursuant to 33 USC 1251.

Nuisance: Any substance which is injurious to health or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfort or enjoyment of life or property.

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

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

Person: Any natural person, public or private corporation, or any other entity whatever.

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

Pollution: An alteration of the quality of water by waste, contaminants or pollutants to a degree which renders the water unfit for beneficial uses.

Premises: A distinct portion of real estate on which is located the living quarters for the use of a single family, or the main building of a commercial or of an industrial Customer and which shall include the outlying or adjacent buildings used by the same Customer, provided the use of service in the outlying buildings is supplemental to the service used in the main residence or building.

Properly Shredded Garbage: Wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in Public Sewers, with no particle greater than one-half (1/2) inch (one and twenty-seven one-hundredths (1.27) centimeters) in any dimension.

Public Sewer: Any combined or sanitary sewer or lift station located within the public right-of-way or a dedicated easement.

Radioactive Material: Any material (solid, liquid or gas) that spontaneously emits ionizing radiation and that is regulated by the Nuclear Regulatory Commission or the Indiana State Board of Health. This may include naturally occurring radioactive material, by-product material, accelerator produced material, source material or special nuclear material.

Residential Customer: A person being supplied with Sewage Disposal service by the Utility exclusively for residential purposes and introduces only Domestic Wastewater into the Sewage Disposal System.

Sewage Disposal Service: Utility service whereby liquid and solid waste, sewage, night soil and industrial waste (except as limited by the Rules and Regulations of the Commission) of any single territorial area is collected, treated, purified and disposed of in a sanitary manner, and includes all sewage treatment plant or plants, main Sewers, sub-main Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.

Sewage Disposal System: The System by which the Utility provides Sewage Disposal service, which includes the sewage treatment plant or plants, main Sewers, sub-main Sewers, local and/or lateral Sewers, intercepting Sewers, outfall Sewers; force mains, pumping stations, ejector stations and all other equipment and appurtenances necessary or useful and convenient for the rendition of such service.

Sewage Normally Discharged By A Residence: The liquid waste contributed by a residential living unit and shall not exceed a volume of ten thousand five hundred (10,500) gallons per Month, thirty (30) pounds of BOD per month, and thirty-five (35) pounds of Suspended Solids per Month.

Sewer: A pipe or conduit laid for carrying sewage or other liquids, and solids suspended or entrained therein.

Sewerage (Sewer) System: The network of publicly owned sewers and appurtenances used for collection, transporting and pumping Wastewater to the treatment plant.

Slug: Any discharge of Wastewater that, in concentrations of any given constituent, as measured by a grab sample, exceeds more than five (5) times the allowable discharge limits as specified in these Terms and Conditions for Sewage Disposal service and/or in quantity, of flow exceeds more than five (5) times the user's average flow rate as authorized in the user's industrial discharge permit, for a period of duration longer than fifteen (15) minutes.

Shall: The act referred to is mandatory.

Superintendent: The Superintendent subject to the control of the Board in all matters of the Sewer Department.

Suspended Solid ("SS"): Solids that either float on the surface of, or are in suspension in, water, sewage or other liquids and that are removable by laboratory filtering.

Upset: An exceptional incident in an Industrial Customer's facility, in which there is unintentional and temporary noncompliance with applicable pretreatment standards because of factors beyond the reasonable control of the Industrial Customer. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance or careless or improper operation.

User: A person who introduces into or discharges into the sewerage System, including both the owner and occupant of real estate from which is introduced or discharged into the sewerage System, any substance whatever.

Utility: Lebanon Utilities.

Utility's Rate Schedules: The Utility's schedules of rates and charges as approved by the Council and as revised, supplemented, and replaced from time to time.

Waste: Sanitary sewage and any and all other waste substances, liquid, solid, gaseous or

radioactive, associated with human habitation, or of human or animal origin, or from any producing, processing, manufacturing or industrial operation of whatever nature, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

Wastewater: The water-carried waste from residences, business buildings, institutions and industrial establishments, singly or in any combination, together with the ground, surface and stormwaters as may be present.

Wastewater hauler: Any person who engages in the activity, service, business or leasing of vehicles for the purpose of transporting Domestic Wastewater to another location for disposal.

2. Tariff on File

- 2.1 A copy of the Tariff is available for inspection at the business offices of Utility.
- 2.2 The Council has continuing jurisdiction over Utility's Rate Schedules and Riders.
- 2.3 The Tariff, or any part thereof, may be revised, amended or otherwise changed from time to time in the manner prescribed by law, and any such changes will supersede the present Tariff.
- 2.4 The General Terms and Conditions for Wastewater service set forth the conditions under which service is to be rendered, and governs all classes of service to the extent applicable. In case of conflict between any provision of a Rate Schedule and the General Terms and Conditions for Wastewater service, the provisions of the Rate Schedule shall prevail. The failure of Utility to enforce any of the General Terms and Conditions for Wastewater service shall not be deemed a waiver of its right to do so.
- 2.5 Utility shall have the right to execute contracts for service under any Rate Schedule. Utility also shall have the right to execute other contracts for service which may contain provisions not included in the Tariff, provided, however, that all approvals of such contracts that may be required by law shall be obtained by Utility.

3. Application, Service Request or Contract

- 3.1 A written Application for Service or contract properly executed, and a service deposit as provided for herein, may be required by Utility before service will be provided.
- 3.2 Utility shall have the right to reject any Application for service made by, or for the benefit of, wholly or partially, a former Customer who is indebted to Utility for service previously supplied or damages owed Utility through fault of the applicant at any Premises in Utility's service area. The Utility may reject an Application for service that it deems incomplete. Utility also may reject an Application for service if the applicant is unwilling or unable to comply with these General Terms and Conditions for Wastewater service or for any other valid or legal reason. No proposed connection or inlet shall be permitted, if in the opinion of the Utility, such inlet and connection would overburden such sewer; subject to validation by reasonable engineering judgment.
- 3.3 The taking of Service shall constitute a contract between the Customer and Utility, obligating the Customer to pay for, and Utility to furnish, service as specified in the Tariff and to comply with all applicable provisions of the General Terms and Conditions for Wastewater service.
- 3.4 Certain rate schedules specify a minimum term of contract. In the absence of such requirement in any Rate Schedule, Utility may require a term of contract commensurate with the size of

Customer's load which Utility is obligated to serve and/or the cost to Utility of making service available.

- 3.5 No promises, agreements or representations of an agent or an employee of Utility shall be binding on Utility unless such promises, agreements or representations are incorporated in a written contract executed by a duly authorized representative of Utility.
- 3.6 The benefit and obligations under any service request or contract shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto: provided however, that no assignment shall be made by Customer without first obtaining Utility's written consent. Utility may require the successor either to execute with Utility an assignment agreement wherein the successor Customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.
- 3.7 When the Customer desires service at more than one point, a separate Agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable Tariff.
- 3.8 An account for residential service may be either joint or individual, but shall in no event be joint unless the Application is executed by all joint parties. In the event an account shall be in the names of more than one party, each joint party shall be liable for the payment thereof, jointly and severally.
- 3.9 Sewage Disposal service furnished to any Customer is for the use of that Customer on his or her designated Premises, and shall not be resold or extended by Customer to serve additional lots, Premises or improvements as an alternative to that person or entity receiving Sewage Disposal service from the Utility, unless otherwise specifically included in its agreement with the Utility for service.
- 3.10 Any contractor, builder or developer shall be liable for the minimum monthly charge from the time of connection until notification of occupancy, if such contractor, builder or developer fails to notify the Utility of such occupancy.
- 3.11 All written contracts hereunder shall be executed by the General Manager, his authorized representative, or a majority of the Utility Service Board.
- 3.12 No person shall be allowed to connect to the Utility's System until after he has obtained a permit to do so from the Utility. If any person connects to the Sewage Disposal System without obtaining said permit, the Utility shall have the right to disconnect such Customer from its System and refuse to connect him to the Utility's System until the Utility has been reimbursed for any expense incurred in disconnecting such person from its System.
- 3.13 No person shall do any form of work on or in connection with lines or facilities owned by the Utility until he has received a lateral permit from the Utility to do such work. A lateral permit is required to construct, repair, modify, connect, or abandon any lateral within the Utility's service area. All work must be in compliance with the Utility's Sanitary District Standard Specifications.
- 3.14 An application for a new connection to the Sewage Disposal System shall be made on a form prescribed by the Utility and may require the following information: Name and address of the owner; Name, address and telephone number of the contractor; Address and, if necessary, the

legal description of the Premises where the work is to be done; Plans for the Building Sewer and connections, which at a minimum must consist of drawing(s) of the building, the parcel boundaries, the connection detail, including grease interceptor connection detail where applicable, materials of construction and installation method; and Any other information as may be deemed reasonable and necessary by the Utility. Any industrial user and any other user on demand of the Board shall provide the City with sufficient information to determine if he or she is a major contributor. Any user determined to be a major contributor shall be required to obtain a permit which describes the Wastewater constituents and characteristics allowed and which sets forth the applicable surveillance schedule and the monitoring requirements the user shall be subject to in order of discharge into the sewerage System. A major contributor permit shall be valid for four years unless processing changes are made that, in the opinion of the Superintendent or Board, alter the Wastewater constituents and characteristics significantly. In the event of a change, a new application shall be filed accordingly. A permit may be renewed without reapplication at the end of four years at the discretion of the City.

- 3.15 Application for a connection to the Sewage Disposal System shall be made only by a plumbing contractor licensed by the State of Indiana.
- 3.16 All Sewer work and other construction actually performed on or associated with the Building Drain, Building Sewer and the connection of the Building Sewer to the Sewage Disposal System shall be in accordance with the rules and regulations of the Indiana Fire Prevention and Building Safety Commission and standard specifications of the Utility.

4. Service Deposit

- 4.1 Utility may require from a residential applicant or Customer at any time prior to or after the commencement of Service, a service deposit to guarantee payment of rates and charges for service. Such service deposit shall normally be based on one-sixth (1/6) of the estimated annual cost of service or such lesser amount as may be deemed appropriate by Utility. The Utility may estimate the annual service cost using the following suggested criteria: type of use; historical data; square footage; number of bathrooms; comparable use data; etc. The deposit amount is established at the sole and final discretion of the Utility General Manager, or his designated representative.
- 4.2 Each new applicant for residential utility service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service, provided the applicant satisfies the criteria set forth in either (a), (b) or (c) below:
 - (a) Applicant has been a Customer of any wastewater utility (including Lebanon Utilities) within the twelve (12) months and provides written proof of satisfactory payment history with the utility over the last two years (satisfactory history may include owes no outstanding bills for service rendered by any such wastewater utility within the past twelve (12) months).
 - (b) If applicant has not been a Customer of any wastewater utility during the previous twelve (12) months or is unable to provide satisfactory utility payment history (4.2 a), but provides a satisfactory third party credit check performed by Utility or its designated representative.
 - (c) If the applicant enrolls in the Utility Direct Pay and E-Bill programs. The applicant must be continually enrolled in both programs with an active method of payment on file, pursuant to the terms of the program. Should the Customer terminate enrollment or be unable to pay, the Utility reserves the right to charge a deposit subject to the terms herein.

- 4.3 A non-residential Customer may be required at any time, or from time to time, to make a cash deposit to assure payment of such Customer's bill. Such deposit may be required as a condition for obtaining or continuing service. The amount of the deposit will be based on one-sixth (1/6) of the estimated annual cost of Service average usage based on the most recent twelve (12) months' historical usage or projected annual usage. The deposit amount is established at the sole and final discretion of the Utility General Manager, or his designated representative. A non-residential applicant or Customer shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service, provided the applicant satisfies the criteria set forth in either (a), (b), (c) or (d) below:
- (a) Applicant has been a Customer of any wastewater utility (including Lebanon Utilities) within the last twelve (12) months and provides written proof of satisfactory payment history with the utility over the twelve (12) months (satisfactory history may include owes no outstanding bills for service rendered by any such wastewater utility within the past twelve (12) months).
 - (b) If applicant has not been a Customer of any wastewater utility during the previous twelve (12) months or is unable to provide satisfactory utility payment history (4.3 a), but provides a satisfactory third party credit check performed by Utility or is designated representative.
 - (c) Applicant has been extended credit by a bank or commercial lending institution, unless a credit check shows that the applicant has been in default on any such account more than twice within the last twelve months or a commercially acceptable letter of credit from a federally insured lending institution.
 - (d) If the applicant enrolls in the Utility Direct Pay and E-Bill programs. The applicant must be continually enrolled in both programs with an active method of payment on file, pursuant to the terms of the program. Should the Customer terminate enrollment or be unable to pay, the Utility reserves the right to charge a deposit subject to the terms herein.
- 4.4 A service deposit may be returned by Utility when Customer has demonstrated creditworthiness by establishing an acceptable payment pattern as determined by Utility.

When Utility determines that an existing Customer's creditworthiness has been impaired and/or in the case of a residential Customer, one-sixth (1/6) of the annual billings for the Customer exceed the amount of deposit, Utility may require a deposit equal to one-sixth (1/6) of the expected annual utility billings for the Customer or an increase in the amount initially deposited so that the total deposit is one-sixth (1/6) of the expected annual billings for the Customer.

If an existing non-Residential Customer's creditworthiness has been impaired and/or deposit balance is less than the amount of the (2) two highest months' usage as described above, Utility may require the non-Residential Customer to provide an additional deposit amount so that the balance of the deposit is equal to the two (2) highest months usage.

A Customer's creditworthiness will be considered to have been impaired when the Customer has been mailed disconnect notices for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the service has been disconnected for non-payment.

- 4.5 Service deposits held for a period exceeding twelve (12) months shall bear simple interest, at the rate of six percent (6%) per annum, from the date of deposit until service is discontinued or Utility makes a refund of such deposit.

- 4.6 Such service deposits plus any accrued interest minus the amount of any unpaid bills shall be returned to Customer upon the discontinuance of service for which such deposit was made. Utility shall have reasonable time in which to read and remove the Meters and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposit or interest on such deposit. Utility may refund such deposits by applying the deposit and/or accrued interest to the bill and such application shall constitute a lawful disposition of such deposits. Customer agrees that deposits may be cross-applied toward any outstanding balances Customer may have within any of the Utility Systems/departments.
- 4.7 Other fees, rates and charges are contained in by the City's most recent applicable Ordinance(s) (which are subject to change).

5. Rendering and Payment of Bills

- 5.1 Bills for service (based upon water usage) will be rendered monthly at intervals of approximately thirty-three (33) days and will be based on the charges set forth in the Rate Schedule. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by Utility, or its authorized collection agent within fifteen (15) days after the bill is sent to the Customer, the bill is delinquent. In the case of a delinquent bill:
- (a) Utility may add a Late Payment Charge to the Customer's delinquent bill as set forth in the City's most recent applicable Ordinance(s) (which are subject to change); and
 - (b) Customer may also be subject to other reasonable collection costs, including court costs, collection agency fees and/or attorney fees.
- 5.2 Any Customer served on the Municipal Service Rate Schedule shall be allowed such additional period of time for payment of the net bill as the municipal agency's normal fiscal operations require.
- 5.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated due date has passed. Upon request, Utility will inform Customer of the approximate date on which Customer should receive the bill each month and, if bill is lost, Utility will issue a duplicate bill.
- 5.4 Initial or final bills for service supplied for not less than 27 days or for not more than 34 days will be calculated on the basis of the applicable Rate Schedule. A billing for a period covering a shorter period than 27 days or a longer period than 34 days will be pro-rated on the basis of the proportion that the number of days of actual service bears to an average month (30 days).
- 5.5 Customer shall notify Utility when he desires service to be discontinued and final bills will be due and payable at the time of discontinuance of service. Customer shall allow Utility a minimum of three (3) business days to terminate service.
- 5.6 When Utility is unable to obtain the reading of a Meter after reasonable effort, it may estimate the reading and render a bill.
- 5.7 In the event Utility's Meter fails to register properly for any reason, Utility shall estimate Customer's use and/or Maximum usage during the period of failure based on such factors as Customer's normal Water usage during a like corresponding period.
- 5.8 When Customer has failed to pay for service, Customer acknowledges that pursuant to Indiana Code, the Utility may record a lien against the Premises.

- 5.9 Payment by check which is subsequently returned to Utility by a bank for any insufficiency (such as, but not limited to, insufficient funds balance) shall not constitute timely payment of a bill. Further, any charges assessed against Utility by a bank for an insufficient check shall likewise be assessed by Utility to the Customer. Also, the Customer will be charged a fee as may be established from time to time by the Board and Council and as set out in the City's applicable Ordinance(s) for the returned check and Utility may refuse to accept a check from said Customer for payment.

6 Inspection

- 6.1 Generally. The size, shape, alignment, materials of construction of a building (or house) lateral sewer and the methods to be used in excavating, placing the pipe, jointing testing and backfilling the trench shall conform to the requirements of the Building and Plumbing Codes and other applicable rules and regulations of the City.
- 6.2 Separate sewer requirements. A separate and independent building (or house) lateral sewer shall be provided for every building (or house).
- 6.3 Use of old building (or house) lateral sewer for new building (or house). Old building (or house) lateral sewers may be used in connection with new buildings (or houses) only when they are determined, upon examination and test by the Inspector, to meet all requirement of this chapter and other applicable regulations.
- 6.4 Elevation and location of building (or house) lateral sewer. Whenever reasonably possible, the building (or house) lateral sewer shall be brought to the building (or house) at an elevation below the basement floor. In all buildings (or houses) in which any building (or house) drain is too low to permit gravity flow to the appropriate public sewer, Wastewater carried by the building (or house) drain shall be lifted by an appropriate means and discharged to the building (or house) lateral sewer.
- 6.5 Connection of downspouts, drains and the like. No person shall hereafter connect or reconnect roof downspouts, footing drains, areaway drains, driveways, parking lots or other sources of surface run-off or groundwater, to a building (or house) lateral sewer or building (or house) drain which is in turn connected directly or indirectly to the sewage System.
- 6.6 Inspection; supervision of connection. The applicant for the building (or house) lateral sewer permit shall notify the Utility or its designated representative when a building (or house) lateral sewer is ready for inspection and connection to the Sewerage System. The connection shall be made under the supervision of the Inspector or his or her representative using materials and techniques conforming to the requirements of the Board.
- 6.7 The Superintendent, Inspector or other duly authorized employees of the Utility, upon reasonable notice to any person who is an owner, tenant or occupant of any real estate, are empowered to enter, upon presentation of proper credentials, all premises for the purposes of inspection, observation, measuring, sampling and testing water, sewage and industrial waste.
- 6.8 No responsibility shall attach to Utility because of any waiver of the requirements set forth in this Section.

7. Service to be Furnished

- 7.1 When requested by Utility, Customer shall advise Utility fully with respect to the location of Premises where service is desired.
- 7.2 Utility shall advise Customer concerning the character of service to be supplied, and shall determine the location of the Delivery Point, and the location of the Water Meter.
- 7.3 As the facilities provided by Utility for supplying service to Customer have definite capacity limitations, Customer shall not make any significant increase in requirements without sufficient advance notice to Utility in order to provide a reasonable time in which Utility may increase the capacity of its facilities. Failure to provide such notice to Utility shall make Customer liable for damages which may occur to the System, other facilities by overload or other users of the System.
- 7.4 Before Utility will make any changes in its facilities to increase capacity to a Customer, a new Application or contract for service may be required by Utility.

8. *Intentionally Excluded Section*

9. Service Extensions

- 9.1 The sewer lines of Utility will be extended to such points and System requirements, as determined by the Utility, to service an Applicant. The necessary expenditure to make connection to an Applicant for service will be borne by the Applicant(s).
- 9.2 In those cases where it is not feasible or practical to construct lines on public rights of way and it is necessary to secure rights of way on private property, the applicant or applicants shall secure the same without cost to Utility or assist Utility in obtaining such rights of way on private property before construction shall commence. Utility shall be under no obligation to construct lines in the event the necessary rights of way cannot be so obtained. In the event Utility shall exercise its option to utilize its power of eminent domain on behalf of the applicant, the applicant shall agree to be responsible for the payment of all costs associated with such exercise including reasonable attorney fees and all such negotiations or litigation shall be in the exclusive control of Utility and Utility may require applicant to post a performance bond or good faith cash payment to secure such obligations prior to Utility taking any action.
- 9.3 If a Customer requests, either for his convenience, or by his actions, that Utility facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, Utility may require the Customer to make payment to it of the full cost of performing such service.

10. Utility Equipment on Customer's Premises

- 10.1 Customer shall furnish Utility a satisfactory location for Utility's Meters and other equipment necessary to provide and measure service, and shall also furnish Utility the rights on, over or under Customer's Premises necessary to install, operate and maintain Utility's other facilities required to supply service to Customer. Utility reserves the right to make the final decision as to the location of the Meter on Customer's Premises.
- 10.2 When Customer is not the owner of the Premises and/or of the adjacent Premises, Customer shall furnish Utility with satisfactory easement for the location of Utility's facilities on the Premises and/or on the adjacent Premises.

- 10.2 Utility may change the location of any or all its facilities upon request of Customer, provided (i) such change will not interfere with or jeopardize Utility's service either to Customer requesting the change or to other Customers of Utility, and (ii) Customer agrees to bear the expense of such change.
- 10.3 Customer shall provide reasonable protection from loss or damage to Utility property. If Utility's equipment is damaged or destroyed through the neglect of the Customer, the cost of necessary repairs or replacements shall be paid by Customer.
- 10.4 Customer shall not disconnect, change connections or otherwise interfere with Utility's Meters or other property and shall be responsible to Utility for permitting anyone who is not an agent or employee of Utility to tamper with Utility's property.
- 10.5 All facilities installed by Utility shall be and remain the property of Utility unless a contract expressly otherwise provides, and Utility shall operate and maintain its property.
- 10.6 Properly authorized employees or agents of Utility shall have the right to enter upon the Premises at all reasonable times for the purpose of Meter reading or inspecting, testing, repairing, or replacing any or all of Utility's property used in supplying any service to the Customer.
- 10.7 Upon termination of a contract or discontinuance of service, Utility shall have the right to remove all of its property from Customer's premises.

11. Customer's Installation

- 11.1 Utility shall have the right, but does not assume the duty, to inspect Customer's installation at any time, and to refuse to commence service or to continue service when such installation is deemed not to be in good operating condition, but Utility does not under any circumstances assume any responsibility in connection with the Customer's installation.
- 11.2 The use of Customer's connection shall not adversely affect Utility's System or service supplied by Utility to other Customers.

12. Intentionally Omitted Section

13. Rate Schedule Selection

- 13.1 When more than one Rate Schedule is available for the service requested, Customer shall designate the Rate Schedule on which the Application or Agreement shall be based. Utility will assist Customer in the selection of the Rate Schedule best adapted to Customer's service requirements, provided, however, that Utility does not assume responsibility for the selection or that Customer will at all times be served under the most favorable Rate Schedule.
- 13.2 Customer may change his initial Rate Schedule selection to another applicable Rate Schedule at any time by either written notice to Utility and/or by executing a new Application or Agreement for the Rate Schedule selected, provided that the application of such subsequent selection shall continue for twelve (12) months before any other selection may be made. In no case will Utility refund any difference in charges between the Rate Schedule under which service was supplied in prior periods and the newly-selected Rate Schedule.

14. Customer's Request to Discontinue Service

- 14.1 Customers who have not contracted for service for a specified term may have service discontinued by giving notice in writing at Utility's office of the date on which Customer desires that service be discontinued. Utility will endeavor to obtain the final Water Meter reading on the date Customer specifies in his notice, but shall not be obligated to do so unless Customer's notice provides Utility at least three (3) working days advance notice. Customer shall be obligated to pay for service rendered to the Premises until the final Water Meter reading is obtained by Utility.
- 14.2 Customers who have contracted for service for a specified time may have service discontinued by giving notice in writing at Utility's office and agreeing to pay (i) for service used to the date of Disconnection, and (ii) the minimum charges which would be due Utility for the remaining period of the contract in accordance with the contract provisions.

15. Utility's Right to Discontinue Service

- 15.1 Utility may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:
- (a) When, in Utility's opinion, a condition that is dangerous or hazardous to life, physical safety or property (including integrity of the Wastewater System) exists;
 - (b) When repairs must be made to Utility's facilities or System;
 - (c) When there has been tampering with Utility's Meters or equipment, or evidence of fraudulent or unauthorized use of the System in such a manner as to circumvent Utility's Meter;
 - (d) When Customer resells, redistributes, transfers or delivers service to others without written authorization; or
 - (e) When directed to do so by a court, another duly authorized public authority or a properly authorized government agency.
- 15.2 Discontinuance of service in accordance with the provision of subdivision 15.1 above shall not constitute a breach of any obligation of Utility under any contract for service with Customer, and Utility shall not in any case be liable to Customer for any damages resulting from such discontinuances of service. Such discontinuance also shall not invalidate any provisions of the contract with Customer or these General Terms and Conditions for Wastewater service, and Utility shall have the right to enforce all obligations thereunder regardless of discontinuance.

16. Customer Complaints and Dispute Resolution

- 16.1 A Customer may file a complaint disputing a disconnection notice with the Utility at any time either before receiving a disconnection notice or within three (3) business days after receiving such notice. Complaints must be made in writing and mailed or hand-delivered to the Utility's office, attention Customer Service Department. The address for delivery is: One Municipal Plaza 401 S Meridian Street Lebanon, IN 46052; but, must be received by the Utility within three (3) business days after the Customer's receipt of the disconnection notice. Upon receiving each such complaint, Utility will investigate the matter, confer with the Customer when requested and notify the Customer in writing of its proposed disposition of the matter. Such written notification will

advise the Customer that he may within five (5) business days request in writing a review of Utility's resolution of the complaint by a Dispute Resolution Board (DRB).

- 16.2 The Board will appoint a DRB that will be authorized to hear and decide any Customer complaints that Utility was not able to resolve under section 16.1. The DRB may be made up of between three (3) and seven (7) members. Only three (3) members are needed to conduct a hearing; but must be an odd number.
- 16.3 Upon receiving a written request for review of a complaint resolution, the DRB will hold a hearing within five (5) business days (or as practicable upon a showing of good cause) and issue a written opinion thereafter. The Customer will be notified of the time and location of the hearing and shall be permitted to present its complaint to the DRB. The DRB's determination and its resolution of the complaint will be final and binding on the Customer and the Utility.
- 16.4 If a Customer receiving service has paid and continues to pay all undisputed charges, Utility shall not disconnect any service related to disputed rates and charges while Utility's proposed resolution is under review by the DRB. If a Customer and Utility cannot agree what portion of the charges in a bill is undisputed, to avoid Disconnection, the Customer must pay on the disputed bill an amount equal to one-twelfth (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.

17. Meter Accuracy—Adjustment

- 17.1 All service supplied by Utility will be measured by Water Meters of standard manufacture which are owned, installed and maintained by Utility except under Rate Schedule in which the charges for service are at a flat rate predicated on a fixed use of Customer's equipment.
- 17.2 Utility will maintain Water Meter accuracy and periodic tests for accuracy.
- 17.3 When a Water Meter is not recording within the limits of accuracy established by Utility, an adjustment to billings may be made.
- 17.4 Utility will make a test of the accuracy of registration of a Water Meter upon written request by a Customer. A second test of this Water Meter may be requested after twelve (12) months. The Customer shall be required to pay a Water Meter test charge as may be established from time to time by the Board and Council and as set out in the City's applicable Ordinance(s) if a test is requested at less than thirty-six (36) month intervals and if no error is found.

18. Interruptions, Variations in Service Characteristics

- 18.1 Utility will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service, such as, System or other emergencies, occasioned by acts of God, the public enemy, accidents, labor disputes, disorders, orders of public authorities, fires, strike, casualty, and necessity for making repairs or replacements of Utility's facilities.
- 18.2 Whenever the service is interrupted for any purpose, except as described in 18.1, Utility will endeavor to schedule interruptions during regular hours of the Utility and at a time to cause the least inconvenience to Customers. To the extent practical, the Utility will attempt notify the affected Customers, to the extent practical, in advance of scheduled interruptions.

18.3 Such interruptions or variations shall not constitute a breach of any obligations of Utility under any contract for service with Customer.

19. Temporary Service

19.1 When, in the opinion of Utility, the use of service will be temporary in nature and the facilities to be installed will not be used for a permanent supply, Customer shall pay the cost of labor and unsalvageable material required for supplying and connecting and for disconnecting and removing facilities, plus a charge for supervision, use of tools, and indirect costs, in accordance with the "job work order" procedure of Utility.

19.2 Service supplied to a temporary connection will be billed under the applicable Rate Schedule.

19.3 Customer may be required to make a deposit to insure payment of the charges (i) set out in subdivision 19.1 and 19.2 above, and (ii) covering the estimated usage of the applicable Rate Schedule for the period of temporary use.

20. Customer's Use of Service—Resale and Redistribution

20.1 Service shall be used by Customer only for the purposes specified in the Agreement in accordance with the applicable Rate Schedule. No Customer shall resell such service to a third party or by making a separate and distinct flat charge or charges for such service.

21. General

21.1 The Utility shall not be liable for damages of any kind of character for any deficiency or failure of Sewage Disposal service, for the blockage or breaking or Sewer overload of any collection Sewer, wherever located, for any deficiency in any Utility or Customer lateral, attachment or fixtures to any collection Sewer, or any pumping facility used by the Utility, or for any other interruption of Sewage Disposal service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Utility. The Utility shall not be liable for any damage to any property caused by any of the foregoing reasons or for any other cause beyond the reasonable control of the Utility.

21.2 The Utility shall not be held liable for any failure or delay in performing any of the things undertaken by it under any service contract when such failure or delay is caused by strike, acts of God, unavoidable accident, or other contingencies beyond its control, and in no manner due to its fault, neglect, or omission. Nor shall Utility be liable for damage caused by interruption in, or failure of service by sewage disposal escaping from piping on Customer's property.

21.3 The Utility shall not be liable for the failure, interruption or malfunction, including backup, of its System and service caused by flood, earthquake, high water, war, riot, or civil commotion, vandalism, acts (if others, or acts or failure of action of any local governmental authority to enforce or provide proper surface drainage or ditches for surface runoff, or other circumstance over which Utility has no control, where the Utility has used reasonable care in installing and maintaining its System in accordance with acceptable standards in the sewer utility business.

21.4 Wastewater service will be supplied by Utility subject to the provisions or orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such service, notwithstanding anything to the contrary in these General Terms and Conditions for Wastewater service as set forth in Utility's Tariffs.

21.5 In the event of changes or revisions of Utility's Tariffs, Customer shall take and pay for service in

accordance with the provisions of the revised or superseding Tariff. Unless otherwise expressly provided for, whenever a rate change becomes effective during a Billing Period, other than on a regularly scheduled Meter reading date, charges to the Customer for that Billing Period shall be prorated between the old or superseded rate and the new or revised rate.

- 21.6 Customer by receiving the services described herein *agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. I/We have read this disclosure and agree that Lebanon Utilities may contact me/us as in any method described above.*