

RULES AND REGULATIONS
OF
UTILITY CENTER, INC.
d/b/a
AQUA INDIANA, INC.
2200 West Cook Road
Fort Wayne, Indiana 46818

SEWER

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ADOPTION

The following Rules and Regulations for the operation of the sanitary sewage disposal system of **UTILITY CENTER, INC.**, d/b/a **AQUA INDIANA, INC.** and its successors and assigns, have been adopted, subject to subsequent amendment, addition, deletion and changes as may be necessary, from time to time, to meet the needs of the Company and shall be a part of any contract with every person who uses the sanitary sewage disposal service supplied by said Company in any of its sanitary sewage disposal service areas,

and every such person, by accepting such service, shall be conclusively presumed to have knowledge thereof and to have expressed his consent to be bound thereby.

NOTICE

A copy of the schedule of rates and charges and of the Rules and Regulations of **UTILITY CENTER, INC.**, d/b/a **AQUA INDIANA, INC.** shall be on file in the principal office of the Company and the Gas/Water/Sewer Division of the Indiana Utility Regulatory Commission, available for public inspection at such places.

DEFINITIONS

The following words, as used in these Rules and Regulations have the following respective meanings:

COMPANY means **UTILITY CENTER, INC. d/b/a AQUA INDIANA, INC.**, an Indiana corporation, having its general offices at 2200 West Cook Road, Fort Wayne, Indiana, 46818, its successors and assigns, said Company being engaged in the business of rendering sanitary sewage disposal service to the public.

CUSTOMER means any person, firm, corporation, association, municipality or other government agency which has agreed, orally or otherwise, to pay for sewage disposal service rendered, or caused to be rendered, by the Company; provided that pursuant to certain limitations of the Rules and Regulations of the Indiana Utility Regulatory Commission, the word "customer" might be limited to mean persons who have agreed to pay for such service exclusively for residential purposes.

DISCONNECTION means the termination or discontinuance of sewage disposal service.

LATE PAYMENT CHARGE means the one time penalty assessed by the Company upon all current bills at such time as they become delinquent.

COMMISSION means the Indiana Utility Regulatory Commission.

LATERAL SEWER means sewerage pipe owned, operated or maintained by the Company which is used to transport sewage, but does not include "service pipe".

SERVICE PIPE means the pipe which runs from the customer's premise to the lateral sewer and which receives sewage from the customer's premises.

PREMISES means a tract of land or real estate, including buildings and other

appurtenances thereon.

A TAP means a fitting owned by the Company and inserted in the lateral sewer to which the service pipe is connected.

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

The pronoun **HIM** includes "her", and where appropriate, the singular includes the plural; the plural includes the singular. The masculine includes the feminine and neuter. Where applicable HIM includes any corporation, partnership or other entity constituting a customer.

CONTRACT

Rule 1. A contract for sewage disposal service in the form prescribed by Company may be required to be executed by customer before Company renders service to the customer, or Company may allow each customer to request service by means of a telephone call to the office in lieu of a contract. Thereafter, the customer executing such contract shall be liable for and shall pay for all sewage disposal service rendered under the terms of said contract, unless and until Company shall release him from the terms thereof. All charges for sewage disposal service are the personal liability of the customer and his moving from one property or location to another does not in any manner affect or limit his liability for charges incurred at a previous location. The Company may discontinue any customer's service for failure to pay any unpaid charges transferred from a previous location.

Rule 2. No promises, agreements or representations of any agent, employee or authorized representative of the Company shall be binding upon the Company unless the same shall have been incorporated in all copies of a written consent before such contract is signed by Company.

Rule 3. Unless a contract for sewage disposal service has been executed, or a customer authorization by telephone has been received, sewage may not be emitted from the premises into Company's system. Anyone violating this rule shall be required to pay Company its monthly service charge for any month, or fraction thereof, that sewage was

emitted from said premises into Company's system and to reimburse Company for all expenses incurred by it in terminating such unauthorized use of its system.

Rule 4. The sewage service furnished under any contract between Company and customer is for the use of the customer on his designated premises, and shall not be resold or extended by customer to serve additional lots, premises or improvements.

Rule 5. Sewage disposal service shall be rendered to all customers of Company on a nondiscriminatory basis in accordance with the rates and charges attached hereto, made a part hereof and filed with the Indiana Utility Regulatory Commission, or such rates in effect at the time such service is rendered. No change shall be made in the said rates or charges until after such charge has been approved by the Indiana Utility Regulatory Commission.

Rule 6. Any contractor, builder or developer shall be liable for the minimum monthly charge from time of connection until notification of occupancy, if such contractor, builder or developer fails to notify Company of such occupancy.

Rule 7. The Company shall not be obligated to receive for treatment or disposal any material except sewage defined in the Rules and Regulations of Service for Utilities Rendering Sewage Disposal Service in Indiana of the Commission.

DEPOSITS

Rule 8. The Company may require a reasonable deposit from the customer to secure payment of charges for services if Company determines that customer or applicant does not meet the criteria for creditworthiness set forth in the Rules and Regulations of the Commission.

Rule 9. The Company shall determine the creditworthiness of an applicant or customer in an equitable and nondiscriminatory method without regard to the economic character of the area (or any part thereof) where the applicant resides and shall determine the creditworthiness solely upon the credit risk of the individual without regard to the collective reputation of the area in which he lives.

Rule 10. Such deposit, if required, may not exceed an amount equal to 1/6 of the expected annual billings for the customer at the address at which service is rendered. In the event the required deposit is in excess of \$70.00, the Company shall advise the customer that he may make such deposit in equal installment payments over a period of

up to eight (8) weeks, except where such deposit is required as a result of a disconnection for nonpayment, in which case, full payment of the deposit may be required prior to reconnection.

Rule 11. If the Company denies service or requires a cash deposit as a condition of providing service, then it shall immediately notify the applicant in writing, stating the precise facts upon which the Company based its decision and provide the applicant with an opportunity to rebut such facts and show other facts demonstrating his creditworthiness.

Rule 12. Deposits held more than twelve (12) months shall earn interest from the date of deposit at the rate of six (6) percent per annum or at such rates as the Commission may prescribe. The deposit shall not earn interest after the date it is mailed or personally delivered to the customer or otherwise lawfully disposed of.

Rule 13. Any deposit and accrued interest shall be refunded promptly along with a statement accounting for each transaction involving the deposit and interest, without request by the customer, upon satisfactory payment by the customer for a period of nine (9) successive months or ten (10) out of any twelve (12) consecutive months; provided the customer did not make late payments for any two consecutive months, or upon the customer demonstrating his creditworthiness.

Following a customer requested termination of service, the Company shall apply the deposit plus accrued interest to the final bill or upon the specific request of the customer, the Company shall refund the deposit plus accrued interest within fifteen (15) days after payment of the final bill. Each customer shall be provided a written receipt from the Company at the time his deposit is paid in full or when he makes a cash partial payment. Refund of the deposit and interest shall be made upon surrender of the deposit receipt or, in case the receipt is lost, by the execution by the depositor or proper representative of an affidavit sufficient to show that he is the person entitled to the deposit and interest.

BILLING

Rule 14. Bills shall be rendered by the Company monthly and such bills shall contain the following information:

- (1) The amount of the bill.
- (2) The previous balance, if any.
- (3) The sum of the amount of the bill and the late payment charge, if any.
- (4) The date on which the bill becomes delinquent and on which a late payment charge

will be added to the bill.

(5) A statement informing the customer of the seventeen (17) day non-penalty period.

(6) An explanation of all the codes and/or symbols.

Rule 15. A sewage disposal service bill which has remained unpaid for a period of more than seventeen (17) days following the mailing of the bill shall be a delinquent bill. Failure to receive a bill shall not excuse a customer from paying the minimum monthly sewage rate.

Rule 16. The billing period for sewage disposal service shall be monthly, and any unused portion of the quantity of service allowed for the minimum charge may not be transferred or refunded.

Rule 17. The bill shall be rendered as a net bill. If the net bill is not paid within seventeen (17) days after the bill is mailed, it shall become a delinquent bill and a late payment charge may be added in the amount of ten (10) percent of the first three (3) dollars and three (3) percent of the excess of three (3) dollars.

Rule 18. Payment shall be made directly to the Company or an authorized agent of the Company. Payment to any other person or entity does not constitute payment.

Rule 19. There will be no abatement of charges in whole or in part by reason of the extended absence of a customer or for any other cause, unless the Company has been notified in writing at its principal office to discontinue service no less than 72 hours before such service is to be discontinued.

Rule 20. The Company may estimate the bill of any customer whose sewage bill is based on metered water service pursuant to a billing procedure approved by the Commission or for other good cause, including but not limited to: inclement weather; labor or union disputes; inaccessibility of a customer's meter if the Company has made a reasonable attempt to read it; and other circumstances beyond the control of the Company, its agents and employees.

METERS

Rule 21. The Company shall have the right to furnish sewage disposal services to all residents in its service area for residential purposes, on an unmetered basis, but it reserves the right to meter the flow from any residence if it suspects that waste from sources other than residential, or sources not covered by a service contract are being allowed to enter

Company's system. For all customers other than residential, Company shall have the right to install a sewage meter and collect monthly sewage disposal charges, based on the volume of sewage emitted monthly. Where Company's sewage customers purchase water from other utilities on a metered basis, and agreement has been reached with such utility company for the use of such meter, to determine monthly sewage flow, customer shall make such meter available for reading on a regular basis.

Rule 22. When meters are used, they will be set or changed on the customer's premises after customer had caused the installation of a meter vault, in accordance with plans and specifications approved by Company. Such vault shall include an access hatch no smaller than 24" square with a locking device. Any refusal by customer to agree to a meter or meter vault installation or the location thereof, shall, at the option of the Company, be sufficient reason to refuse sewage disposal service to such customer until such requirements are met. When used, the meter will be furnished by the Company and shall remain the property of the Company at all times.

Rule 23. Ordinary repairs to meters and remotes will be made by the Company without expense to the customer. Repairs to meters made necessary because of customer's negligence shall be made by Company, but the cost of such repairs shall be charged to the customer, and his failure to pay therefor shall subject him to the penalties provided herein for failure to pay service charges.

Rule 24. When metering devices are used to determine sewage flows, Company reserves the right of type and brand selection.

Rule 25. Company, at its option, and with the approval of the Commission, may measure the flow of sewage by the use of:

- (1) water meter of another utility, or
- (2) the installation of its own water meter for such purpose.

Rule 26. All meters shall be protected from frost by customer and shall be kept readily accessible for inspection and reading by Company's representatives.

Rule 27. Properly identified Company personnel shall have access to customer's premises at all reasonable times to read meters, to inspect Company's property, to check for unsafe conditions, and for all other purposes connected with rendering sanitary sewage disposal service.

Rule 28. In the event the customer's service is interrupted for a reason other than the act of the customer or the condition of customer controlled equipment, and the service remains interrupted for more than two (2) days after being reported or found to be out of order, appropriate adjustments or refunds shall be made to the customer.

Rule 29. All other billing errors, including incorrect tariff applications, may be adjusted to the known date of error or for a period of one year, whichever period is shorter.

DISCONNECTION OF SERVICE

Rule 30. The customer shall notify the Company at least three (3) days in advance of the day disconnection is desired. The customer shall remain responsible for all service used and the billings therefore until the service is disconnected pursuant to such notice. The customer shall not be liable for any service rendered to such location after the expiration of those three (3) days.

Rule 31. The Company may disconnect service without request by the customer and without prior notice only

- (a) if a condition dangerous or hazardous to life, physical safety or property exists; or
- (b) upon order by any court, the Commission or other duly authorized public authority; or
- (c) if fraudulent or unauthorized use of sewage disposal service is detected and the Company has reasonable grounds to believe the affected customer is responsible for such use.

Rule 32. The Company, upon providing notice as provided in Rule 42, may disconnect service, subject to provisions of the Rules and Regulations of the Commission, for the following reasons:

- (1) For vacancy of property.
- (2) For failure to pay any bill or charge when it is due.
- (3) For failure to provide free and non-hazardous access to the property so that representatives of the Company may take meter readings, make all necessary inspections, maintain, replace, or remove any of Company's facilities.
- (4) For placing or permitting any deleterious substance to enter the sewer system that will adversely affect the ordinary treatment of the sewage in the treatment plant after such action has been called to the attention of customer.
- (5) For interfering with, damaging or destroying any sewage disposal facilities belonging to Company.
- (6) For installing new pipe and fittings or altering or removing existing pipe or fittings

without a permit from the Company.

(7) For violation of any of the within Rules and Regulations or any amendments thereof.

Rule 33. Discontinuation of service by order of the Indiana State Department of Health, the Commission or by order of any other agency having jurisdiction over the Company for reasons not under the control of the Company shall not invalidate any contract with a customer and the Company shall have the right to enforce any contract notwithstanding such discontinuance.

PROHIBITED DISCONNECTION

Rule 34. The Company shall postpone the disconnection of service for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the customer provides the Company with a medical statement from a licensed physician or public health official which states that a disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the customer. The postponement of disconnection shall be continued for one additional ten (10) day period upon the provisions of an additional such medical statement.

Rule 35. The Company may not disconnect service to a customer: (a) Upon his failure to pay for the service rendered at a different metered point, residence or location if such bill has remained unpaid for less than forty-five (45) days; or (b) Upon his failure to pay for services to a previous occupant of the premises to be served, unless the Company has good reason to believe the customer is attempting to defraud the Company by using another name; or (c) Upon his failure to pay for a different form or class of sewage disposal service.

Rule 36. The Company may not disconnect service to the customer if he shows cause for his inability to pay the full amount due (financial hardship shall constitute cause) and (a) the customer pays a reasonable portion (not to exceed \$10.00 or one tenth of the bill, whichever is less, unless the customer agrees to a greater portion) of the bill; and (b) he agrees to pay the remainder of the outstanding bill within three (3) months; and (c) he agrees to pay all undisputed future bills for service as they become due, and (d) he has not breached a similar agreement with the Company made pursuant to this rule within the past twelve (12) months. Such agreement shall be put in writing.

Rule 37. If a customer is unable to pay a bill, which is unusually large due to prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken

for over two (2) months, stopped or slow water meter, or any human or mechanical error of the Company and the customer

- (a) pays a reasonable portion of the bill, not to exceed an amount equal to the customer's average bill for the twelve bills immediately preceding the bill in question, and
- (b) agrees to pay the remainder at a reasonable rate, and
- (c) agrees to pay all undisputed future bills for service as they become due, providing such agreement is reduced in writing.

Rule 38. The Company shall not add to the outstanding bill referred to in the preceding rule any late fee.

Rule 39. If a customer proceeds with a review pursuant to the Rules and Regulations of the Commission, the Company will disconnect only as provided by the Rules and Regulations of the Commission.

Rule 40. The Company shall disconnect service only between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time. Disconnections pursuant to Rule 31 are not subject to this limitation.

Rule 41. The Company shall not disconnect service for nonpayment on any day on which the Company office is closed to the public, or after 12:00 noon of the day immediately preceding any day when the Company office is not open to the public.

Rule 42. Except as otherwise provided by these rules, service to any residential customer shall not be disconnected for a violation of any rule or regulation of the Company or for the nonpayment of a bill, except after seven (7) days prior written notice to the customer by either (a) mailing the notice to such residential customer at the address shown on the records of the Company; or (b) personal delivery of the notice to the residential customer or a responsible member of his household at the address shown on the records of the Company. No disconnect notice for nonpayment may be rendered by the Company prior to the date on which the account becomes delinquent.

Rule 43. The language of a disconnect notice must be clear, concise and easily understandable to a layman and shall state in separately numbered large type or printed paragraphs:

- (1) The date of the proposed disconnection.

- (2) The specific actual basis and reason for the proposed disconnection.
- (3) The telephone number of the Company office at which the customer may call during regular business hours in order to question the proposed disconnection or seek information concerning his rights
- (4) A reference to the pamphlet or the copy of the rules furnished to the customer for information as to the customer's rights.

Rule 44. Immediately preceding the actual disconnection of service, the employee of the Company designated to perform such function shall make a reasonable attempt to identify himself to the customer or any other responsible person then upon the premises and shall make a record thereof to be maintained for at least thirty (30) days.

Rule 45. The employee shall have in his possession information sufficient to enable him to inform the customer or other responsible person of the reason for the disconnection, including the amount of any delinquent bill of the customer, and shall request from the customer any available verification that the outstanding bill has been satisfied or is currently in dispute pursuant to review under the Commission's rules. Upon the presentation of such credible evidence, service shall not be disconnected.

Rule 46. The employee shall not accept payment from the customer or other responsible person in order to prevent the service from being disconnected. The customer shall make payment to the Company at its office in order to prevent the service from being disconnected, and the customer shall be so informed.

Rule 47. When the employee has disconnected the service, he shall give a responsible person on the premises, or if no one is at home, shall leave at a conspicuous place on the premises, a notice stating that service has been disconnected and stating the address and telephone number of the Company where the customer may arrange to have the service reconnected.

RECONNECTION

Rule 48. The Company will charge a reasonable reconnection charge, not to exceed the charge approved by the Commission in the Company's tariffs, to compensate the Company for the costs of disconnecting and reconnecting the service. If the Company disconnects service in violation of the rules of the Commission, the service shall immediately be restored at no charge to the customer.

Rule 49. If the conditions, circumstances or practices which caused the disconnection

have been corrected, and the payment of all delinquent and reconnection charges owed the Company by the customer and any deposit required by these rules have been made, the Company shall reconnect the service to the customer as soon as reasonably possible, but at least within five (5) working days after requested, if conditions permit. Reconnection will occur only when a responsible person is on the premises.

Rule 50. Customer shall give Company access to the premises during the regular and customary business hours for the purpose of reinstalling a service, and Company shall not be required to perform such work at other than customary business hours.

COMPLAINTS AND REVIEW

Rule 51.

- (1) A customer may complain at any time to the Company about the amount of any bill, security deposit, disconnection notice, or any other matter relating to its service and may request a conference thereon provided there is no bill which is delinquent at that time. Such complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Company at its business offices. A complaint shall be considered filed upon receipt by the Company, except mailed complaints shall be considered filed as of the postmark date. In making a complaint and/or request for conference, the customer shall state at a minimum, his name, service address, and the general nature of this complaint.
- (2) Upon receiving each such complaint or request for conference, the Company:
 - (a) Shall promptly, thoroughly and completely investigate such complaint, confer with the customer of the results of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint.
 - (b) Such written notification shall advise the customer that he may, within seven (7) days following the date in which such notification is mailed, request a review of such proposed disposition by the Commission.

Rule 52.

- (1) If the customer is dissatisfied with the Company's proposed disposition of the complaint, he may request the Commission in writing within seven (7) days following the date on which such notification is mailed, to informally review the disputed issue and the Company's proposed disposition thereof. Such request shall certify that the customer has also sent a copy of his request for review to the Company. Upon receiving a copy of such request, the Commission shall provide an informal review within twenty-one (21) days. The review shall consist of not less than a prompt and thorough investigation of the dispute and shall result in a written decision to be

mailed to the customer and the Company within thirty (30) days after its receipt of the customer's request. Upon request by either party or the Commission, the parties shall be required to meet and confer to the extent and at such place as the Commission may consider to be appropriate.

(2) The records of the Commission relating to such review shall be kept in a systematic order.

Rule 53.

(1) If the customer is receiving service at the time the complaint and/or request for conference is received by the Company, his service shall not be disconnected, except for nonpayment of his bill, until ten (10) days have elapsed from the date of mailing of the notification of the Company's proposed disposition of his complaint. Provided, however, that if a review by the Commission of the Company's proposed disposition of the complaint is requested by the customer within seven (7) days after the mailing of such proposed disposition of the complaint, the Company shall not disconnect the customer's service until at least three (3) days have elapsed from the date of mailing of the Commission's decision upon and pursuant to such review if the customer who has requested such review has paid and continues to pay all future undisputed bills prior to their becoming delinquent.

(2) In those instances when the customer and the Company cannot agree as to what portion of a bill is undisputed, it shall be sufficient that the customer pay on the disputed bill an amount equal to his average bill for twelve (12) months immediately preceding the disputed bill except in those cases where the customer has received fewer than twelve (12) bills, in which event the customer shall pay an amount equal to 1/12 of the estimated annual cost of service to be rendered to the customer.

Rule 54. The Company shall keep a written record of complaints and requests for conference. Such written records are to be readily available at the office of the Company upon request by the concerned customer, his agent possessing written authorization or the Commission.

INFORMATION PROVIDED BY THE COMPANY TO APPLICANTS AND CUSTOMERS

Rule 55. The Company will publish and distribute, without request, to all applicants for service and to all current customers, a copy of Commission rules if required to do so.

Rule 56. The Company shall supply free of charge a copy of the rate schedules applicable to the types of service available to new applicants for and existing customers of residential service, upon request by the applicant or customer.

Rule 57. The Company whenever it petitions the Commission for a change in any of its base rate schedules shall furnish within forty-five (45) days of such request and prior to

the date of the public hearing a notice which fairly summarizes the nature and extent of the proposed changes.

Rule 58. The Company shall maintain up-to-date maps, plans or records of its entire force main and collection systems, with such other information as may be necessary to enable the Company to advise prospective customers, and others entitled to the information, as to the facilities available for serving any locality.

INTERRUPTIONS OF SERVICE

Rule 59. Whenever the service is intentionally interrupted for any purpose, such interruption shall, except in emergencies, be at a time during regular working hours of the Company which will cause the least inconvenience to customers. Customers who will be affected by such interruption shall, to the extent practical, be notified in advance.

SERVICE PIPE CONNECTIONS

Rule 60.

(1) Company's Service Pipe. The Company shall install and maintain that portion of the service pipe from the lateral to the boundary line of the easement, public road, or street, under which such lateral may be located, except as subsequently provided. The customer shall "rod" and otherwise clean the Company's portion of the service pipe serving the customer in the event the same becomes clogged or blocked as a result of debris or waste entering such service pipe from the customer's premises, as a result of the customer's actions.

(2) Customer's Service Pipe. The customer shall install and maintain that portion of the service pipe from the end of the Company's portion into the premises served.

(3) Requirements for Customer's Service Pipe. The customer's service pipe and appurtenances shall be constructed of materials approved by the Company and be installed under the inspection of the Company. It shall be the customer's responsibility to maintain his service pipe and appurtenances in good operating condition.

Rule 61. If a customer requests for his convenience or by his actions requires that Company facilities be redesigned, re-engineered, relocated, removed, modified or reinstalled, the Company may require the customer to make payment to it of the full cost of performing such service.

CONNECTIONS TO SYSTEM

Rule 62: No customer shall be allowed to connect to Company's system until after he has obtained a permit to do so from the Company. If any person shall do so, Company

shall have the right to disconnect such customer from its system and refuse to connect him to Company's system until the Company had been reimbursed for its expense incurred in disconnecting such person from its system.

Rule 63. All service lines not constructed by Company and all taps or connections to Company's lateral sewers shall be made only in accordance with plans and specifications approved by Company, and shall include such appurtenances and facilities as Company may require. Any such connection shall be made only under direct authority from, and supervision by, an officer of Company or an employee designated by Company for such purpose. All cleanouts or inspection pipes shall be installed at the expense of the customer; however, any cost incurred as a result of customer not having caused the installation of such facilities shall be borne by the customer.

Rule 64. No person shall do any form of work on or in connection with lines or facilities owned by Company until he has received a permit from Company to do such work.

Rule 65. A maximum of four (4) hour notice to Company will be required prior to making inspection, said inspection to be made during the Company's normal working hours. No underground work shall be covered until Company has inspected and approved same. Company shall have the right to charge the Inspection Fee approved by the Commission in the Company's tariffs, for its services in processing each application and making each inspection. Before requesting an inspection of the making of a tap, the sewer contractor shall have the work in such state that the inspection or tap can be inspected at the scheduled time.

Rule 66. Any repairs or maintenance required to the service line owned by customer is the sole responsibility of customer.

Rule 67. All pipe, tile and equipment furnished by Company, which may at any time be on or in the customer's premises, shall, unless otherwise expressly provided, be and remain the property of the Company and the customer shall protect property from loss or damage, and no one who is not an agent of Company shall be permitted to remove such property or tamper therewith. All persons are forbidden to cover up or in any way tamper with any manhole or facility owned by Company.

Rule 68. Connections between septic tanks and the Company's sewer lines shall not be permitted.

SEWER RESTRICTIONS

Rule 69: No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, sub-surface drainage, cooling water or unpolluted industrial process waters into any sanitary sewer. Upon finding any connection to its sewer system in violation of the rule, Company may cause such connection to be disconnected and charge such customer a reasonable fee for its services and expenses in doing so. Failure to pay such charge within fifteen (15) days after the same shall be due shall subject such customer to the same penalties provided herein for failure to pay service charges.

Rule 70. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes into any sanitary sewer:

- (1) The Company shall not be obligated to receive for treatment water discharged for sump pumps or footing drains, rain water discharged for roofs, lawns paved area, etc.
- (2) Any liquid or vapor having a temperature higher than 150 degree F.
- (3) Any water or waste which may contain more than (208) parts per million, by weight, of fat, oil or grease.
- (4) Any gasoline, benzene, naphtha, fuel oil, or other inflammable or explosive liquid, solid or gas of any type or nature.
- (5) Any garbage that has not been properly shredded.
- (6) Any ground or shredded garbage where a major portion of the organic loading on the facility would be ground garbage such as from a produce department of a supermarket, restaurant, or similar establishment.
- (7) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage treatment plant.
- (8) Any waters or wastes having a pH lower than (5.5) or higher than (9.0), or having any other corrosive property capable of causing damage or hazard to structures, equipment, facilities and personnel of the sewage treatment plant.
- (9) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.
- (10) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expenses are required to handle such materials at the sewage treatment plant.
- (11) Any noxious or malodorous gas or substance capable of creating a public nuisance.

Rule 71. Grease, oil and sand interceptors shall be provided by customer when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients except that such interceptors shall not be required for private living quarter or dwelling units. All interceptors shall be of a type and capacity approved by Company and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature, they shall be of substantial construction, water tight and equipped with easily removable covers which, when bolted in place, shall be gas tight and water tight.

Rule 72. Where installed, all grease, oil and sand interceptors shall be maintained by the customer, at his sole expense, in continuously efficient operation at all times.

Rule 73. The admission into Company's sewers of any waters or wastes having:

- (1) A five (5) day biochemical oxygen demand greater than (208) parts per million weight, or,
- (2) Containing more than (240) parts per million weight of suspended solids, or
- (3) Containing any quantity of substance having the characteristics described in Rule 70 or in subparagraph (1) or (2) of this Rule 73, or,
- (4) Having an average daily flow greater than two (2) percent of the average daily sewage flow of the service area, shall be subject to review and approval of the Company.

The customer shall provide, at his sole expense, such preliminary treatment as may be necessary to:

- (1) Reduce the biochemical oxygen demand to (208) parts per millions and the suspended solids to (240) parts per millions by weight, or
- (2) Reduce objectionable characteristics or constituents to within the maximum limited provided for in Rule 70, or
- (3) Control the quantities and rates of discharge of such waters or wastes.

Plans, specifications and other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Company and of the Water Pollution Control Commission of the State of Indiana and any other required regulatory agency, and no construction of such facilities shall be commenced until said approvals have been obtained in writing.

Rule 74. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the customer at his sole expense, according to methods approved by the Company.

Rule 75. When required by the Company, the customer on any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Company. The manhole shall be installed by customer at his sole expense, and shall be maintained by him so as to be safe and accessible at all times.

Rule 76. No statement contained in the Rules and Regulations shall be construed as preventing any special agreement, or agreements, between the Company and industrial customer, whereby an industrial waste of unusual strength of character may be accepted by the Company for treatment, subject to payment therefor by the industrial customer of a rate and/or charge to be determined by the Company, with the approval of the Indiana Utility Regulatory Commission.

GENERAL

Rule 77. The Company 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 Company be liable for damage caused by interruption in, or failure of service, or by sewage disposal escaping from piping on customer's property.

Rule 78. The Company shall not be liable for the failure, interruption or malfunction, including backup, of its system and service caused by flood, earthquake, high water, war, riot, or civil commotion, vandalism, acts of others, or acts or failure of action of any local governmental authority to enforce or provide proper surface drainage or ditches for surface runoff, or other circumstance over which Company has no control, where the Company has used reasonable care in installing and maintaining its system in accordance with acceptable standards in the sewer utility business.

Rule 79. All laws of the State of Indiana and Rules and Regulations of the Indiana Utility Regulatory Commission applicable to the rendering of sewage disposal service in rural areas are hereby incorporated herein by reference.