

Lebanon Utilities

GENERAL TERMS AND CONDITIONS FOR WATER 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
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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 Water 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 Water 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:

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

Air-Gap: The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing, fixture or other device and the flood level rim of the vessel. An Approved Air-Gap shall be at least double the diameter of the supply pipe, measured vertically, above the overflow rim of the vessel and in no case less than one inch.

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 Water Service.

Approved: Accepted by the city utilities as meeting an applicable specification stated or cited in this subchapter, or as suitable for the proposed use.

Auxiliary Water Supply: Any water supply on or available to the premises other than the purveyor's approved public water supply will be considered as an Auxiliary Water Supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor and the like, or used waters. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Backflow: The reversal of the normal flow of water caused by either backpressure or backsiphonage.

Backflow Preventer: An approved assembly or means designed to prevent backflow.

Backpressure: The flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than the intended source.

Backsiphonage: The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply caused by the reduction of pressure in the potable water supply system.

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.

Board: The Lebanon Utility Service Board is the governing body of the water system of the Utility, which System is a Municipal Utility.

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.

Contamination: An impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual or potential hazard to the public health through poisoning or through the spread of disease.

Cross-Connection: Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which, backflow may occur into the potable water system. This would include any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy section of pipe, swivel or change-over devices or sliding multiport tube.

Cross-Connection Control By Containment: The installation of an approved backflow prevention assembly at the Water Service connection to any Customer's premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross-connections within the Customer's water system; or, it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a Customer's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of the cross-connection.

Cross-Connections, Controlled: A connection between a potable water system and a non-potable water system with an air-gap or approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

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 Water Service from the Utility.

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

Disconnection: The termination or discontinuance of Water Service.

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.

Double Check Valve Assembly: An assembly of two independently operating approved check valves with resilient seated shut-off valves on each end of the check valves, plus properly located resilient seated test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications as determined by a laboratory and field evaluation program resulting in an approval by a recognized and city utilities' approved testing agency for backflow prevention assemblies. To be approved, these assemblies must be readily accessible for in-line testing and maintenance.

Hazard, Degree Of: The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

Hazard, Health: Any condition, device or practice in the water supply system and its operation which could create, or in the judgment of the city utilities, may create a danger to the health and well-being of the water consumer.

Hazard, Plumbing: A plumbing type cross-connection in a consumer's potable water system that has not been properly protected by an approved air-gap or approved backflow prevention assembly.

Hazard, Pollutinal: An actual or potential threat to the physical properties of the Water System or to the potability of the public or the consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the System or its appurtenances, but would not be dangerous to health.

Hazard, System. An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the System.

Industrial Fluids System: Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollutinal or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and used waters originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; introduction of gases; plating acids and alkalines, circulating cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems and the like; oils, gases, glycerine, paraffins, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for firefighting purposes.

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

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.

Non-Residential Customer: Any entity being supplied with Water Service by the Utility that is not used for residential purposes.

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

Pollution: The presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect the waters for domestic use.

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.

Rate Schedule: A part of the Tariff which sets forth the availability and rates and charges for Service supplied to a particular class of Customers.

Residential Customer: A person being supplied with Water Service by the Utility exclusively for residential purposes.

Residential Dwelling Unit: An individual residence including mobile homes and trailers, or a room or combination of rooms with facilities for private living for a single family.

Reduced Pressure Principal Assembly: An assembly of two independently acting approved check valves together with a hydraulically operating, mechanically independent differential pressure relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and resilient seated shut-off valves at each end of the assembly. The entire assembly shall meet the design and performance specifications as determined by a laboratory and a field evaluation program resulting in an approval by a recognized and City utilities' approved testing agency for backflow prevention assemblies. The assembly shall operate to maintain the pressure in the zone between the two check valves at an acceptable level less than the pressure on the public water supply side of the assembly. At cessation of a normal flow, the pressure between the two check valves shall be less than the pressure on the public water supply side of the assembly. In case of leakage of either of the check valves the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved, these assemblies must be readily accessible for in-line testing and maintenance and be installed in a location where no part of the assembly will be submerged.

Residential Dwelling Unit: An individual residence including mobile homes and trailers, or a room or combination of rooms with facilities for private living for a single family.

Service: The supply of water collection by Utility to Customer.

Service Connection: Shall also include Water Service connection from a fire hydrant and all other temporary or emergency Water Service connections from the public water system.

Shall: The act referred to is mandatory.

Tariff: The entire body of Rate Schedules, riders and General Terms and Conditions for Water Service.

User: Person who uses water from the System, including both the owner and the occupant of real estate.

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

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.

Water: Water from the City Municipal Utility System

Water, Non-potable: Water which is not safe for human consumption or which is of questionable potability.

Water, Potable: Any water which, according to recognized standards, is safe for human consumption.

Water, Service Connection: The terminal end of a service connection from the public water system; i.e., where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the Customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or ahead of any backflow prevention assembly located at the point of delivery to the Customer's water system.

Water System: The network of publicly owned water lines and appurtenances used for collection, transporting, pumping water and storage.

Water, Used: Any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the water purveyor.

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 Water 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 Water Service, the provisions of the Rate Schedule shall prevail. The failure of Utility to enforce any of the General Terms and Conditions for Water 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 Water 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 water system; 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 Water 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 usage which Utility is obligated to serve and/or the cost to Utility of making service available. Customer specifically agrees that the Utility has no obligation to provide continued services if the Customer's account is delinquent. Further, Customer waives any protectable property interest in continued utility service beyond that enumerated herein.
- 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.
- 3.8 Water 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 Water Service from the Utility, unless otherwise specifically included in its agreement with the Utility for service.
- 3.9 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 Water 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 permission from the Utility to do such work. All work must be in compliance with the Utility's Standard Specifications.
- 3.14 An application for a new connection to the Water Service 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 water connections, which at a minimum must consist of drawing(s) of the building, the parcel boundaries, the connection detail, 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.
- 3.15 Application for a connection to the Water System shall be made only by a plumbing contractor licensed by the State of Indiana.
- 3.16 All work and other construction actually performed on or associated with the System shall be in accordance with the 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; types of water consuming systems; 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 water utility (including Lebanon Utilities) within the last two years 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 water utility within the past twelve (12) months and , within the last twelve (12) months did not have a service disconnected by an water utility for non-payment of a bill for service rendered by that water utility).
 - (b) If applicant has not been a Customer of any water utility during the previous two (2) years or is unable to provide satisfactory utility payment history (4.2 a), but provides a satisfactory third party credit check performed by Utility or is 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 water utility (including Lebanon Utilities) within the last 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 water utility within the past twelve (12) months and within the last twelve (12) months did not have a service disconnected by an water utility for non-payment of a bill for service rendered by that water utility).
- (b) If applicant has not been a Customer of any water 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 (12) 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 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 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 as set out in the City's applicable Ordinance(s); 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 water use and/or Maximum usage during the period of failure based on such factors as Customer's normal load and water usage during a like corresponding period.
- 5.8 When Utility has discontinued Service for non-payment of a bill or as otherwise provided in these General Terms and Conditions for Water Service, a reconnection charge as may be established

from time to time by the Board and Council and as set out in as set out in the City's applicable Ordinance(s) shall be required before Service is reconnected. A deposit may also be required pursuant to Section 4.

- 5.9 When a reconnection of Service is made for a Customer at the same location and Service has been disconnected at Customer's request, a reconnection charge as may be established from time to time by the Board and Council and as set out in as set out in the City's applicable Ordinance(s) shall be required before Service is reconnected.
- 5.10 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) by Utility 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 water connection point for a building (or house) water and the methods to be used in excavating, placing the pipe, pressure 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 or state.
- 6.2 Separate Water Service requirements. A separate and independent building (or house) Water Service shall be provided for every building (or house).
- 6.3 Use of old building (or house) Water Service for new building (or house). Old building (or house) Water Service 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 after applicable resolution.
- 6.4 Inspection; supervision of connection. The applicant for the building (or house) Water Service connection shall notify the Utility when a building (or house) Water Service connection is ready for inspection and connection to the 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.
- 6.5 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, pressure testing, sampling and testing water.
- 6.6 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 be occur to the Meters other facilities 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. WATER CONSERVATION

8.1 Levels of conservation are as follows:

- (a) *Level 1.* Voluntary conservation;
- (b) *Level 2.* Restricted use;
- (c) *Level 3.* Prohibited use; and
- (d) *Level 4.* Rationing.

8.2 **DECLARATION OF NEED FOR WATER CONSERVATION.** Upon determining that the City Municipal Utility Water System is in imminent danger of a shortage of water or is experiencing a shortage of water, is unable to maintain adequate water pressure in the System, the water demands of the System exceed the ability to service those demands, major malfunctions or breakdowns of equipment have occurred or other circumstances have caused an actual or imminent danger to the water supply, then, and in any of those events, the Common Council shall declare a water conservation emergency and establish the level of conservation appropriate to the then existing circumstances. The level of conservation so declared shall remain in effect for a period of 14 days subject to extensions of like periods. No level of conservation shall be extended more than three times without the consent of the Common Council. Inasmuch as the City has established by ordinance, a Municipal Utilities Service Board, which has the responsibility for management and overseeing the public water supply, the Council shall seek periodic reports and recommendations from the Municipal Utilities Service Board in the interest of preservation and protection of the municipal water supply.

8.3 **NOTICES.** Notice of Levels 1, 2, 3 and 4 shall be by publication in a newspaper of general circulation within the community. Notice of Levels 3 and 4 first violations shall be by written warning to the user, which shall inform the user of the adopted restrictions and potential sanctions for future violations of the restrictions. No fine or penalties shall be imposed for the first offense, however, after receiving a written warning pursuant to this section, applicable sanction shall be enforceable against a user. Notice of Levels 1, 2, 3 and 4 shall be effective upon notice to the local newspaper and by posting the same in each district or in three public places within the community.

8.4 **LEVEL 1, VOLUNTARY CONSERVATION.** Level 1, voluntary conservation, shall be comprised of the following measures.

- (a) The Common Council, upon recommendation from the Utility Service Board, shall request that the users engage in a conscious effort to reduce water consumption in the community by

practicing voluntary water conservation techniques as will be helpful in managing the then existing water shortage or crisis.

- (b) The Common Council and the Utility Service Board shall suggest reasonable and meaningful actions or techniques that water users can take which will be beneficial to the alleviation of the then existing or potential water shortage or crisis.

8.5 LEVEL 2, RESTRICTED USE. Level 2, restricted use, shall be comprised of the following restrictions on water usage, subject to reasonable terms and conditions as the Common Council and the City Utility Service Board shall determine, and pursuant to which users of water shall be requested to voluntarily cease the following types of water uses:

- (a) Sprinkling, watering or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables or any other vegetation;
- (b) Washing of automobiles, trucks, trailers, trailer houses, railroad cars or any other type of mobile equipment;
- (c) Cleaning or spraying of outdoor surfaces such as sidewalks, driveways, filling station aprons, porches and other outdoor surfaces;
- (d) Washing and cleaning of any business equipment or machinery;
- (e) Operation of ornamental fountains, swimming pools and wading pools which do not employ a filter and recirculating system of water at the time of declaration of need;
- (f) The filling of swimming pools, wading pools and ornamental fountains; and
- (g) Knowingly allowing leakage through defective plumbing beyond the point of service of the municipal utilities.

8.6 LEVEL 3, PROHIBITED USE. Level 3, prohibited use, shall be comprised of the following:

- (a) Users of water shall be prohibited from the water uses listed in the foregoing;
- (b) Users of water violating this section shall be subject to termination of Water Service by the Utility after having first received those notices as discussed and specified in the applicable City Ordinance and Utility.
- (c) Restoration of Water Service terminated under this section shall require payment by the user of a restoration fee.

8.7 LEVEL 4, RATIONING. Level 4, rationing, in addition to the mandatory and prohibited use conservation measures identified in the preceding section, shall be comprised of the following which shall limit water use per the following schedule.

- (a) Each residential user's consumption shall be limited to not more than 175 gallons of water per day.
- (b) Apartment buildings or apartment or multifamily complexes with a single water meter shall be limited to a total consumption not to exceed 175 gallons of water per day per dwelling unit.

- (c) Business, commercial and industrial users shall be limited to 65% of the volume of water used during the corresponding month of the preceding year. Business, commercial or industrial users that were not in business and operating in the City more than one year prior to the declaration of Level 4, rationing shall be restricted to 65% of the average monthly volume of water used during the number of months the business, commercial or industrial user was in business and operating in the City.
- (d) Water uses listed in in the applicable City Ordinance and Utility shall be prohibited.
- (e) Water users who exceed the above volume limitations shall be subject to a fine for each gallon of usage in excess of that limitation, after first having received notice as discussed in in the applicable City Ordinance and Utility.
- (f) In addition to the other penalties and provisions provided herein, users of water violating this section shall be subject to immediate termination of Water Service by the Utility, after first having received notice.

8.8 EXCEPTIONS TO LEVEL 4. The following shall not be subject to the limitations imposed by City Ordinance.

- (a) Health care providers; and
- (b) The provisions of this section shall not apply to those businesses, industries or agricultural activities declared to be necessary by resolution of the Common Council to be necessary for the public health, safety and welfare.

8.9 ENFORCEMENT.

- (a) Every police officer shall, in connection with his or her duties imposed by law, diligently enforce the provisions of this subchapter.
- (b) The Common Council, through the cooperation of the Utility Service Board and the City municipal utilities, or its designee, shall have the authority to enforce the provisions of this subchapter by the discontinuance of Water Service to any user or users in the event of violation of this section.
- (c) Upon declaring a water conservation emergency, the City Council, in conjunction with the Utility Service Board, may invoke standards and restrictions less stringent than those established by applicable City Ordinance.

9. Service Extensions

9.1 The water 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 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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. Backflow and Cross-Connection Control

- 11.1 Purpose. The purpose of this subchapter is: 1) To protect the public potable water supply of the City from the possibility of contamination or pollution by isolating within the Customer's internal distribution system(s) or the consumer's private water system(s) those contaminants or pollutants which could back flow into the public water systems; (2) To promote the elimination or control of existing cross-connections, actual or potential, between the consumer's in-plant potable water

system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems; (3) To provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems; and (4) To comply with rules pertaining to operation of a public water supply as outlined in 327 I.A.C. 8-10 et seq. and any applicable City/Utility regulations.

- 11.2 Responsibility. The City utilities shall be responsible for the protection of the public potable water distribution system from contaminants or pollutants through the Water Service connection. If, in the judgment of the City utilities an approved backflow prevention assembly is required as defined by the Indiana Administrative Code, 327 I.A.C. 8-10, Rule 10 (at the Customer's Water Service connection; or, within the Customer's private water system) and any applicable City/Utility regulations for the safety of the Water System, the City utilities or their designated agent shall give notice in writing by certified or registered mail, return receipt requested, to the Customer to install an approved backflow prevention assembly(s) at specific location(s) on his or her premises. The consumer shall immediately install the approved assembly(s) at the consumer's own expense; and, failure, refusal or inability on the part of the Customer to install, have tested and maintain the assembly(s) shall constitute a ground for discontinuing Water Service to the premises until the requirements have been satisfactorily met.

12. Customer's Installation

- 12.1 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.
- 12.2 The use of Customer's connection shall not adversely affect Utility's System or Service supplied by Utility to other Customers.

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 Water 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 water in such a manner as to circumvent Utility's Meter;
- (d) When Customer resells, redistributes, transfers or delivers water to others; or
- (e) When directed to do so by a court, another duly authorized public authority or a properly authorized government agency.

- 15.2 Utility may discontinue Service after fourteen (14) days prior written notice to any Customer (and refuse to serve any other member of the same household or firm at the same Premises) for any of the following reasons:

- (a) When any delinquent bill remains unpaid;
- (b) When Customer denies access by employees of Utility to its Meters or other facilities;
- (c) When Customer uses equipment in such a manner as to adversely affect Utility's System or service supplied by Utility to other Customers; or
- (d) When Customer fails to comply with the provisions of (i) the General Terms and Conditions for Water Service, or (ii) the Rate Schedule, or (iii) the contract for service.

- 15.3 Discontinuance of Service in accordance with the provision of subdivisions 15.1 and, 15.2 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 Water Service, and Utility shall have the right to enforce all obligations thereunder regardless of discontinuance.

- 15.4 If, for any reason, Utility has issued a disconnection notice, but because of a duly authorized bill payment extension agreement, or pendency of a dispute resolution proceeding as provided for herein, Utility may disconnect such Service without further notice, upon the expiration of such postponement or any breach of such authorized extension agreement.

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 this section. The DRB may be made up of between one (1) and three (3) members 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 periodically test 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 to 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 herein, 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, failure or contamination of water distribution System, wherever located, for any deficiency in any Utility or Customer lateral, attachment or fixtures, or for any other interruption of Water 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 water 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 water utility business.
- 21.4 Water 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 Water 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.***