

RULES AND REGULATIONS
GOVERNING
PUBLIC UTILITY SEWAGE DISPOSAL SERVICE
BY THE GRANDVIEW LOT OWNERS ASSOCIATION, INC.

I. Applicability of Rules

These rules and regulations, as adopted by the Board of Directors of The Grandview Lot Owners Association, Inc., shall govern the user-utility relationship between said Corporation and its users, and shall constitute conditions precedent of both the initial and continuing right of a user to receive such service.

II. Definitions

- A. "Corporation" is The Grandview Lot Owners Association, Inc. which does business also in the name of Grandview Service Utility.
- B. "User" is a person who is furnished sewage disposal service by the Corporation.
- C. "Tap in" is a fitting inserted onto the Main for purposes of attaching the service line.
- D. "Service line" is the line connected to a user's residence which delivers sewage to the collection point at the Main.
- E. "Collection point" is a point where Corporation facilities receive sewage from one user's service line for transmission through the Main.
- F. "Main" is the common sewer line around the lake to which all service lines are connected. This is the sole property of the Grandview Service Utility.

III. Service Application and Sewage Disposal Service

- A. The Corporation shall provide sewage disposal service only to real estate described in a Certificate of Territorial Authority issued to the Corporation by the Public Service Commission of Indiana or the Indiana Utility Regulatory Commission.
- B. The Corporation shall require each user to execute an AGREEMENT FOR USE OF SEWAGE FACILITIES having terms and provisions as provided in APPENDIX A attached hereto.
- C. Subject to the provisions of Section XII of the Corporation's Rules and Regulations, the Corporation may discontinue sewage disposal service to a user upon violating these rules.

IV. Equipment Specifications and Sewer Installation Requirements

Before a user's(s') sewer system can be installed and connected to the Corporation's sewer system, a complete sewer layout plan, showing the location of the service line, grinder pump, and the proposed location of the shut-off valve in relation to the lot lines of the lot upon which the installation is to take place, must be submitted to and approved by the Corporation. This plan and the installation of the sewer must meet the following requirements:

IV. Equipment Specifications and Sewer Installation Requirements (continued)

1. The approved specifications of a sewer line and grinder pump to be installed and connected to the Corporation's sewer system are as follows:
 - a. Sewer Line: 1 ¼" diameter polyethylene water service type PE3206 or 3306 (The diameter of the line may have to be larger in order that the back pressure on the grinder pump does not exceed manufacturer's specifications.)
 - b. Grinder Pump: Environmental/One manufactured by Environmental/One Corporation or an equivalent as approved by the Corporation.
2. The shut-off valve must be installed in the pump discharge line close to the main sewer line.
3. The grinder pump must be located outside the home close to and below the sewer outlet of the home.
4. An electrical shut-off switch must be located outside and close to the grinder pump.
5. Adherence to all manufacturer's installation instructions, and specifications for the grinder pump.
6. Before the sewer system is put into operation, an open sewer inspection must be completed by a Grandview Service Utility Board inspector. This inspection must take place before the service line has been covered.
7. Connection to the main sewer line can only be by an authorized plumber who has received written approval from the Grandview Service Utility Board. No connections will be allowed without written approval from the Grandview Service Utility Board.

V. Charges

- A. The sewer service charges, collection charges, connection charges, reconnection charges, and refund of sewer service charges shall be in such amounts as approved by the Grandview Service Utility.
- B. The individual(s) named in the membership certificate issued by the Corporation for the lot to which sewer service is or was being provided by the Corporation and/or the owner(s) of such lot shall be responsible for payment of all charges.
- C. Sewage disposal service furnished for a given lot shall be used for that lot only. Each user's sewage to be collected on a lot must be collected at a single collection point.

VI. Corporation's Responsibility

- A. The Corporation shall install, maintain and operate a sewer main from the collection point to the disposal plant.
- B. For each user paying the connection fee, the Corporation will furnish a shut-off valve and a tap-in for the collection point.
- C. Under normal conditions, the Corporation will make reasonable efforts to notify the user of any anticipated interruptions of service.

VII. Corporation's Rights

- A. The Corporation does not assume any duty, responsibility, or liability relating to the proper installation, operation, repair or maintenance of the service line and any equipment or installation from the user's residence to the collection point.
- B. The Corporation reserves the right to refuse service unless the user's lines or piping are installed in such manner as to prevent back-flow and intrusion of surface water.

VIII. User's Responsibility

- A. The user shall at the user's expense install:
 - 1. A service line from the user's residence to the collection point.
 - 2. A grinder pump
 - 3. A check valve
 - 4. Electric service to the pump and electrical shut-off switch
- B. All installations and equipment shall meet the minimum standards and specifications as set forth in these rules and regulations.
- C. Users shall be responsible, at their expense, for the complete installation, maintenance, operation, and repair of the service line and all pipes, installations, and equipment on the user's side of the collection point, and the user shall install and maintain the same in a safe and efficient manner, in good operating condition, and in accordance with the Corporation's rules, regulations and specifications and in full compliance with sanitary regulations of the State Board of Health.
- D. Users shall provide all electric service, at the user's expense, for the operation of the grinder pump located on the user's side of the collection point.
- E. All service lines, grinders, pumps, and other apparatus on the user's side of the collection point shall be installed in accordance with plans and specifications approved by Corporation, and shall include such appurtenances and facilities as Corporation may reasonably require.
- F. No underground work shall be covered until the Corporation has inspected and approved same. Before calling for an inspection, the sewer contractor shall have the work in such state that the inspection can be made at the scheduled time.

VIII. User's Responsibility (continued)

G. The Corporation shall furnish service only to the collection point, and the user shall assume the expense and responsibility for bringing the user's service line to the collection point. Any restrictions appearing in the service line on the user's side of the collection point shall be the user's responsibility.

H. The reasonable expenses of boring and jacking under or of excavating, cutting and replacing any street, road, driveway, and pavement that are necessary for connecting a user or users to the sewage disposal system shall be paid for by the user or users whose properties are directly served by the lines or connection so installed. The user shall obtain all necessary approvals from the appropriate government authority.

I. No person shall discharge, or cause to be discharged, any of the following--described waters or wastes into any sanitary sewer:

1. Any rain or storm water, surface water, roof runoff, sub-surface drainage, cooling water or unpolluted industrial process;
2. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;
3. Any water or waste which may contain more than (208) parts per million, by weight, of fat, oil or grease;
4. Any grease, oil, acid, alkalis, or any other substance of a quantity or type deleterious to the waste water treatment process;
5. Any gasoline, benzines, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
6. Any garbage, refuse, or food that has not been properly shredded;
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 of sewage or other interference with the proper operation of Corporation's sewage disposal facilities.

J. The user shall guarantee proper protection for the Corporation's property placed on user's premises, and shall permit access to it only by authorized representatives of the Corporation.

IX. Access to Premises

A. Duly authorized agents of the Corporation shall have access to the premises of the user at all reasonable hours for the purposes of installing or removing Corporation property, inspecting piping, testing equipment or for any other purpose in connection with the Corporation's service and facilities, including disconnection of sewer service.

B. Each user shall grant or convey, or shall cause to be granted or conveyed to the Corporation, a permanent easement and right of way across any property owned or controlled by the user when such permanent easement and right of way is necessary to enable the Corporation to furnish service to the user.

X. Change of Occupancy

- A. The user must give not less than one weeks notice to the Corporation or its designated agent, in person or in writing, when service is to be discontinued or occupancy changed.
- B. The out-going party shall be responsible for all charges including the flat rate for the month of departure, or the month specified for departure, whichever is later.

XI. Billing – Collection

- A. Sewer service rates and charges shall be in such amounts as approved by the Grandview Service Utility. GLOA has jurisdiction over the approval of such rates and changes.
- B. Bills for the monthly sewer service charges will be rendered quarterly. Fractional parts of a month will be billed as a full month.
- C. Charge for service commences with the month in which a connection is made, whether or not used.
- D. Each bill for sewage service not paid within twenty (20) days following the mailing of the bill shall be a delinquent bill. Each bill shall be rendered as a net bill. If the net bill is not paid within twenty (20) days after the bill is mailed, it shall become a delinquent bill and a late payment charge will be added in the amount of 10% of the delinquent amount.
- E. Non-payment within forty-five (45) days from the due date thereof may result in the service being shut off to the user's lot. In the event that it becomes necessary for the Corporation to shut off sewage service to the user's lot, a reconnection fee will be charged for reconnection of the sewage service which must be paid prior to reconnection.
- F. Failure to receive bills or notices will not prevent such bills from becoming delinquent nor relieve the user from payment.

XII Disconnection of Service

- A. Upon disconnection of service for non-payment of bills, the Corporation may proceed to collect the balance in any manner provided by law.
- B. Service discontinued for non-payment of bills will be restored only after bills are paid in full and the reconnection fees are paid in advance of restoration of service.
- C. The Corporation reserves the right to discontinue its service for the following reasons with proper notice as defined in Paragraph E :
 - 1. To prevent fraud or abuse
 - 2. Consumer's disregard of the Corporation's rules and regulations
 - 3. Extensions, reconstruction, maintenance, replacement, or repair of any part of the Corporations sewer plant or facility
 - 4. Incapacity of sewage disposal system due to circumstances beyond the Corporation's control
 - 5. Legal process

XII Disconnection of Service (continued)

6. If directed by competent public authority
 7. Strike, riot, fire, flood, accident or any unavoidable cause.
- D. The Corporation may disconnect service without request by the user and without prior notice only:
1. If a condition dangerous or hazardous to life, physical safety or property exists; or
 2. Upon Order by any court, or other duly authorized public authority; or
 3. If fraudulent or unauthorized use of sewage disposal service is detected and the Corporation has reasonable grounds to believe the affected user is responsible for such use; or
 4. If the Corporation's regulating or measuring equipment has been tampered with and the Corporation has reasonable grounds to believe that the affected user is responsible for such tampering.

In all other instances, a sewage utility upon providing the user with proper notice (as defined in Paragraph E) may disconnect service subject to the other provisions of these rules.

- E. Except as otherwise provided herein, service to any residential user shall not be disconnected for a violation of any rule or regulation of the Corporation or for the non-payment of a bill, except after seven (7) days prior written notice to such user by either:
1. Mailing the notice to such residential user at the address shown on the records of the Corporation; or,
 2. Personal delivery of the notice to the residential user or a responsible member of his household at the address shown on the records of the Corporation;
 3. No disconnect notice for non-payment may be rendered prior to the date on which the account becomes delinquent.

The notice must state:

1. The date of proposed disconnection;
 2. The specific actual basis and reason for the proposed disconnection;
 3. The telephone number of the Corporation's office at which the user may call during the regular business hours in order to question the proposed disconnection or seek information concerning his rights.
- F. The following shall apply to reconnection of service:
1. The Corporation will charge a reconnection charge in order to compensate the Corporation for the costs of reconnecting the service.
 2. If the Corporation disconnects service in violation of the rules, the service shall immediately be restored at no charge to the user.

XII Disconnection of Service (continued)

3. The Corporation must reconnect the service to the user as soon as reasonably possible but at least within five (5) working days after requested if conditions permit; provided however, that the Corporation shall not be required to reconnect the service until:
 - a . The conditions, circumstances or practices which caused the disconnection have been corrected; and
 - b . Payment of all delinquent sewer usage charges, disconnection charges, and reconnection charges owed the utility by the user and any deposit authorized by these rules has been made.

NOTE:

This document was modified, corrected, and approved December 2009 by the members of the Grandview Service Utility Board.

The GLOA Board of Directors approved this document unanimously on December 10, 2009.