

LAKESIDE SEWER EXTENSION ENROLLMENT AGREEMENT

This Enrollment Agreement (the "Agreement") is made and entered into this ____ day of _____ 20__ by and between the Department of Public Utilities of the City of Indianapolis, as trustee for the Wastewater System, doing business as Citizens Energy Group, hereinafter referred to as "Citizens," and _____, [property owner(s) name(s)] hereinafter referred to as "Customer," with an address of [insert address where Work is to be performed]: _____, hereinafter referred to as "Customer Property."

WHEREAS, Citizens is performing a Sewer Extension Project called **Lakeside Association LPS** in Customer's neighborhood (the "Project"), and Citizens is offering to have its contractor perform certain Work for Customer in exchange for Customer granting the Right of Entry (all as defined below); and,

WHEREAS, Customer desires to accept the offer and grant the Right of Entry in order to obtain sanitary sewer services from Citizens;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work.

- A. **"Work"** means: Through Citizens' sewer main construction contractor and its subcontractors, installing a Building Sewer (also known as a sewer lateral), service box with associated components within, and performing the steps described below required to connect Customer's residence to the Sewage Disposal System per the Wastewater Terms and Conditions (Appendix B); excavating a pit of approximately 10 ft. x 10 ft. x 10 ft.; procuring and installing a grinder pump system which includes a grinder pump basin, 1HP grinder pump and pump control panel equipped with a generator receptacle, all of which, as is set forth below, shall at all relevant times be obtained for and on behalf of the Customer, and is intended to be, and shall be, solely the property of the Customer upon installation; connecting the grinder pump system to Customer's electrical panel and plumbing system once in compliance with Section 1B; if necessary, making only such minor upgrades (that is, addition of a circuit breaker and a new wire connection valued at up to a maximum of \$100 for parts) to Customer's electrical panel as are needed for the operation of the grinder pump system; abandoning the Customer's existing septic tank; and, if Customer has a warranty claim as to the workmanship of the installation, performing work to correct the defect in workmanship as described below in Section 7.
- B. **Electrical and Plumbing Modifications.** Any applicable electrical and/or plumbing modification(s) not listed in the Work described in Section 1A that is required for the operation of the grinder pump system to function as designed and in accordance with the Wastewater Terms and Conditions (Appendix B), is the responsibility of the Customer to complete prior to the Work commencing.

2. Right of Entry.

For the purposes stated herein and for no other purpose, Customer grants to Citizens, its contractor, and its contractor's subcontractors a right of entry onto the Customer Property for the purposes of performing the Work. If Citizens' contractor identifies an obstruction or other structure that is or will prevent it from being able to complete the Work, then it will notify Customer, and the contractor and Customer will agree on how to remove the obstruction or other structure or a reasonable way to work around it, if necessary, at Customer's sole cost. Citizens (or one of its contractors) will restore the Customer Property as close to its original condition as reasonably possible, including placing grass seed on any grassy areas impacted as part of the Work.

3. Assignment.

Customer is not allowed to assign this Agreement to any other person; provided, however, that the rights and obligations related to this Agreement shall pass by operation of law to subsequent owner(s) of the Customer Property, following notice of this Agreement provided by the Customer to the subsequent owner(s), and in connection with the sale of such Customer Property by the Customer. *See also* Paragraph 7(d), below.

4. Customer Representation and Warranties.

Customer represents and warrants that he or she is, or they are, the owner(s) of the Customer Property and therefore has (or have) sole and exclusive right to grant and convey the Right of Entry described above and to provide Citizens, its contractor, and its contractor's subcontractors with all rights and privileges necessary to complete the Work. Only the owner(s) of the Customer Property are allowed to enter into this Agreement. Renters and others are not allowed to sign this Agreement. Customer furthermore agrees that Customer will connect the premises to Citizens' sewer collection, treatment and disposal system within nine (9) months of completion of the Work, and will remain on the system for no less than three (3) years.

5. Ownership.

Customer acknowledges that he or she will be the owner(s) of all appurtenances of the sewer on the Customer's property outside of the right-of-way, including, but not limited to the grinder pump, control panel, service box (but not including shutoff valve, which is owned by Citizens), sewer from the building to the grinder pump, and the Building Sewer installed from the grinder pump to the service box assembly located at the right-of-way line once the Work is completed. This ownership includes the operation, maintenance, and replacement (if applicable) of the appurtenances described. Any required replacement must be in accordance with the most current Wastewater Standards published by Citizens.

6. Warranty on Workmanship/Maintenance Costs.

Citizens warrants the workmanship of the Work for three years from the date the Work was originally performed. Customer is responsible for maintaining the grinder pump in accordance with the terms of the manufacturer's limited warranty.

7. Miscellaneous.

a. Governing Law; Litigation.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Indiana. Litigation associated with or arising under this Agreement is allowed to be filed only in the state courts located in Indianapolis, Indiana.

b. Environmental Liability.

Customer agrees that neither Citizens nor its contractor nor its contractor's subcontractors shall be liable for environmentally related claims arising from or related to conditions on the Customer Property prior to the beginning of the Work.

c. Entire Agreement; Amendments.

This Agreement and the Wastewater Terms and Conditions are the documents that set forth the entire agreement and understanding between Customer and Citizens. Customer and Citizens agree that no other agreements or promises, verbal or written, exist between them. This Agreement may be amended only by the express, written agreement of both Customer and Citizens.

d. Operation and Maintenance

As defined in Section 5, operation and maintenance of all appurtenances resulting from the Work outside the right-of-way will be the responsibility of the current property owner and subsequently any future property owner(s). Prior to the sale of the Customer Property by the Customer, Customer shall inform the purchaser of the Customer Property of this Agreement and of Customer's rights and obligations related thereto, including but not limited to those set forth in this sub-section.

8. Notice.

Notices given pursuant to this Agreement will be in writing and either mailed by regular or certified mail or delivered by a nationally recognized overnight courier service to the other party's address as follows:

If to Customer: Notice to Customer will go to the Customer Property address unless Customer's residential or business address is different. If so, please insert Customer's preferred address for notice below:

If to Citizens: Citizens Energy Group
2020 North Meridian Street
Indianapolis, Indiana 46202
ATTN: New Service Department
COPY TO: Legal Department

10. Offer Only Valid Until Date Stated Below.

A. The offer set forth in this Agreement shall be valid only until **April 10, 2023**. In other words, Citizens will have no obligation to anyone who does not return a signed Agreement to Citizens before 5 p.m. on that date.

B. The offer, even after acceptance, is terminable by Citizens on thirty (30) days' notice in the event of a breach of this agreement, or of any of its terms, which remain uncured by Customer at the end of such notice period.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of this ____ day of _____ 20__.

CUSTOMER(S):

CITIZENS ENERGY GROUP:

Signature / Date

Property Owner(s) Signature(s) / Date

Director, Customer Relationships
Title

Sara Mamuska-Morris
Print Name

Print Name(s)

Address

CUSTOMER(S) Phone Number(s)