

SEPTIC TANK ELIMINATION PROGRAM ("STEP") ENROLLMENT AGREEMENT

This STEP 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 Septic Tank Elimination Program ("STEP") Project called **54th Street/Riverview Drive STEP – Phase 2** in Customer's neighborhood (the "Project"), and Citizens is offering to have its contractor perform certain Work for Customer in exchange for Customer making the Payment and granting the Right of Entry (all as defined below); and,

WHEREAS, Customer desires to accept the offer and make the Payment 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; 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 \$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. Citizens Installation Program; Payment Terms; Discontinuance of Service for Non-Payment.

A. **60-Day Offer.** Citizens will cause its contractor to perform the Work only if Customer accepts the offer by **July 15, 2023** (the "**60-Day Offer**") and agrees to make the **60-Day Offer Payment** as set forth below, in sub-section C. The "**60-Day Offer Payment**" means Two Thousand Seven Hundred Thirty-Nine Dollars (\$2,739.00), which is the sum of the following:

- \$2,530 for the baseline Connection Fee (see the Wastewater Terms and Conditions, Appendix B); and,
- \$209 for the Building Sewer Application and Permit Fee (see the Wastewater Terms and Conditions, Appendix B).

Citizens' contractor will not perform the Work until Customer has selected one of the two payment options in sub-section C.

B. **Final Offer.** If Customer does not accept the 60-Day Offer, then Citizens will cause its contractor to perform the Work only if Customer accepts the **Final Offer** and makes the **Final Offer Payment**. The "**Final Offer**" means accepting the offer before the "Final Offer Date," which is scheduled to be **July 25, 2023**. The "**Final Offer Payment**" means (i) the Two Thousand Seven Hundred Thirty-Nine Dollars (\$2,739.00) described in the 60-Day Offer, **plus** (ii) an additional Five Hundred Dollars (\$500) as the direct pass-through cost to Citizens for having its contractor perform the Work after the 60-Day Offer and before the Final Offer Date. Citizens' contractor will not perform the Work until Customer has made the \$500 portion of the **Final Offer Payment** and selected one of the two payment options sub-section C. for the \$2,739 portion.

C. Customer agrees to pay the \$2,739 as follows [choose one option]:

- _____ (a) in one lump sum payment on or before the due date on the confirmation that Citizens will send to Customer (the "Due Date"); or,
- _____ (b) in sixty (60) equal monthly installments of Forty-five Dollars and Sixty-Five Cents (\$45.65).

If Customer chooses the lump sum payment in option (a), Customer agrees that if Customer does not make the lump sum payment on or before the Due Date, then Customer will make payments according to the installment payments in option (b).

The installment payments will begin with Customer's first bill for sanitary sewer services and continue for each consecutive billing period until the \$2,739 is paid in full. Customer understands that if Customer fails to make any installment payment, then Citizens shall have the right to disconnect Customer's sewer or water service until any outstanding balance has been paid.

3. 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. 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.

4. Assignment.

Customer is not allowed to assign this Agreement to any other person.

5. 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.

6. 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. For further explanation regarding Customer's precise role and responsibilities with respect to maintaining, repairing and replacing the grinder pump, please refer to the attached Septic Tank Elimination Program (STEP) Guide, which is incorporated by reference into this Agreement, as if fully set forth herein, or refer to information which can be found at the following Citizens website: www.CitizensEnergyGroup.com/STEP.

7. 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. For further explanation regarding estimated life-cycle costs for maintaining a grinder pump, please refer to the attached Septic Tank Elimination Program (STEP) Guide, which is

incorporated by reference into this Agreement, as if fully set forth herein, or refer to information which can be found at the following Citizens website: www.CitizensEnergyGroup.com/STEP.

8. 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 6, 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). Associated estimates for life-cycle maintenance costs, as well as contact information for identifying service professionals to maintain, repair and replace grinder pump systems, are detailed in the attached Septic Tank Elimination Program (STEP) Guide, which is incorporated by Reference into this Agreement, as if fully set forth herein, or such information can be found at the following Citizens website: www.CitizensEnergyGroup.com/STEP.

9. Notice.

For Customers who choose the option (a) lump sum payment in Section 2.C., Citizens will send Customer the confirmation and Due Date for the Payment, and the acknowledgment of receipt of that Payment, to Customer's e-mail address at:

Other 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: STEP Enrollment

10. Offer Only Valid Until Date Stated Below.

A. The **60-Day Offer** shall be valid only until **July 15, 2023**. The **60-Day Offer** expires at 5 p.m. on that date. In other words, Citizens will have no obligation under this paragraph to anyone who does not return a signed Agreement to Citizens before 5 p.m. on that date.

B. The **Final Offer** shall be valid only until Final Offer Date, which is scheduled to be **July 25, 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.

C. Either form of 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)

Attachment: Septic Tank Elimination Program (STEP) Guide



clean waters | clean neighborhoods

Septic Tank Elimination Program (STEP) Guide

The Problem

Thousands of homes in Marion County remain served by private septic systems. Septic systems have a limited life and eventually fail, discharging human waste into groundwater, backyards and neighborhood ditches and streams.

The Solution

To address health hazards in our neighborhoods, Citizens Energy Group (Citizens) is continuing the City of Indianapolis' efforts to connect many neighborhoods on septic systems to the sanitary sewer system through the Septic Tank Elimination Program (STEP).

Citizens prioritizes project areas by a number of factors, the primary of which are housing density; proximity to a floodplain; and the presence of residential drinking water wells. It is important to also note that the goal of STEP is to improve water quality, not eliminate the use of septic systems in areas where water quality impacts are not as great.

Since 2011, more than 7,000 properties have connected through Citizens' STEP.

The Benefits

STEP helps Citizens comply with a federal mandate to virtually eliminate discharges of raw sewage to area rivers and streams by the end of the year 2025. The benefits of STEP are far-reaching:

- Reduced health hazards and environmental risks in homes and neighborhood ditches
- Cleaner streams from reduced failed septic system runoff
- Future cost savings for repair and/or replacement of septic system (estimated between \$3k - \$10k)

The Costs

Property owners will be able to pay one fee for connection and construction; to one entity (i.e., Citizens Energy Group) if they agree to participate in our program within the allotted time. (*Offer is only good for a limited time. See **60-Day Offer** and **Final Offer** sections for more details.)

As a property owner, there are two main costs to connect to the sewer under the **60-Day Offer** (See STEP Enrollment Agreement for specific details.):

1. Citizens will be responsible for constructing the sewer system, including the lateral connection to your home, abandoning your septic system in place and installing a low-pressure system (i.e., grinder pump) including connecting to your home's electrical system. Property owners have two options for paying for the connection:

Option A - The cost to property owners for this project is \$2,739 per single-family home. This includes the \$2,530

baseline sewer connection fee and the \$209 Building Sewer Application and Permit Fee. The property owner agrees to pay for this in one lump sum in the amount of \$2,739.

Option B - Opt for the installment plan in which the property owner would be responsible for making sixty (60) equal monthly payments of \$45.65 for a total of \$2,739.

2. Your monthly sewer bill which you will receive from Citizens Energy Group.

If a property owner elects to secure their own contractor to construct the lateral, abandon/remove their septic system, install the grinder pump and electrical connection, Citizens still requires the property owner to pay the \$2,530 baseline sewer connection fee and the \$209 Building Sewer Application and Permit Fee as an upfront, lump sum payment before construction permits are issued. Once the required fees (\$2,739) have been paid, Citizens will provide a grinder pump.

Please note: The installment payment plan (Option B) is not available to property owners not participating in the Citizens Installation Program.

How To Enroll

If your property has been identified as part of STEP, you have the option to enroll in the Citizens Installation Program by:

1. Completing the Septic Tank Elimination Program (STEP) Enrollment Agreement, which outlines specific details of the work Citizens and/or its contractor(s) will perform to connect your property to the sewer system; property access you will need to grant; payment options; and other important details related to the Citizens Installation Program. Enrollment Agreements must be submitted in person or by mail by the deadline contained on the agreement.
2. Whether you indicate Option A or B for payment of the required fees (i.e., connection and permitting) on the Enrollment Agreement, you either will be receiving instructions from Citizens regarding your lump sum payment, or your required monthly payment will appear on your sewer bill once your service is connected.
3. If you have questions regarding enrollment in the Citizens Installation Program or the Enrollment Agreement, please call 317-927-4444 (option 3).

* **Please note:** If you are selling, or are planning to sell your property, you must disclose participation in a STEP project.

** Neither Citizens, nor its contractors will ever come door-to-door to request payment for STEP.

Continued on next page

What If I Miss the 60-Day Offer Enrollment Deadline?

From the date of the last public meeting for your project area, you have up to 60 days in which you can opt to participate in the Citizens 60-Day Offer. However, if you miss that deadline, but would still like to participate in the Citizens Installation Program, you may elect to take advantage of the Final Offer. The specific details of this offer are outlined in the STEP Enrollment Agreement, but payment of an additional \$500 fee, a direct pass-through cost to Citizens' contractor for the remobilization of equipment and resources, is required before the Final Offer date outlined in your enrollment agreement. After the Final Offer date expires, property owners are ineligible to participate in the Citizens Installation Program. The \$500 fee must be paid upfront and separately from your enrollment costs of \$2,739. Payment of the additional \$500 fee cannot be made in installments. Total payment would be \$3,239 under the Final Offer.

What is a Low-Pressure System

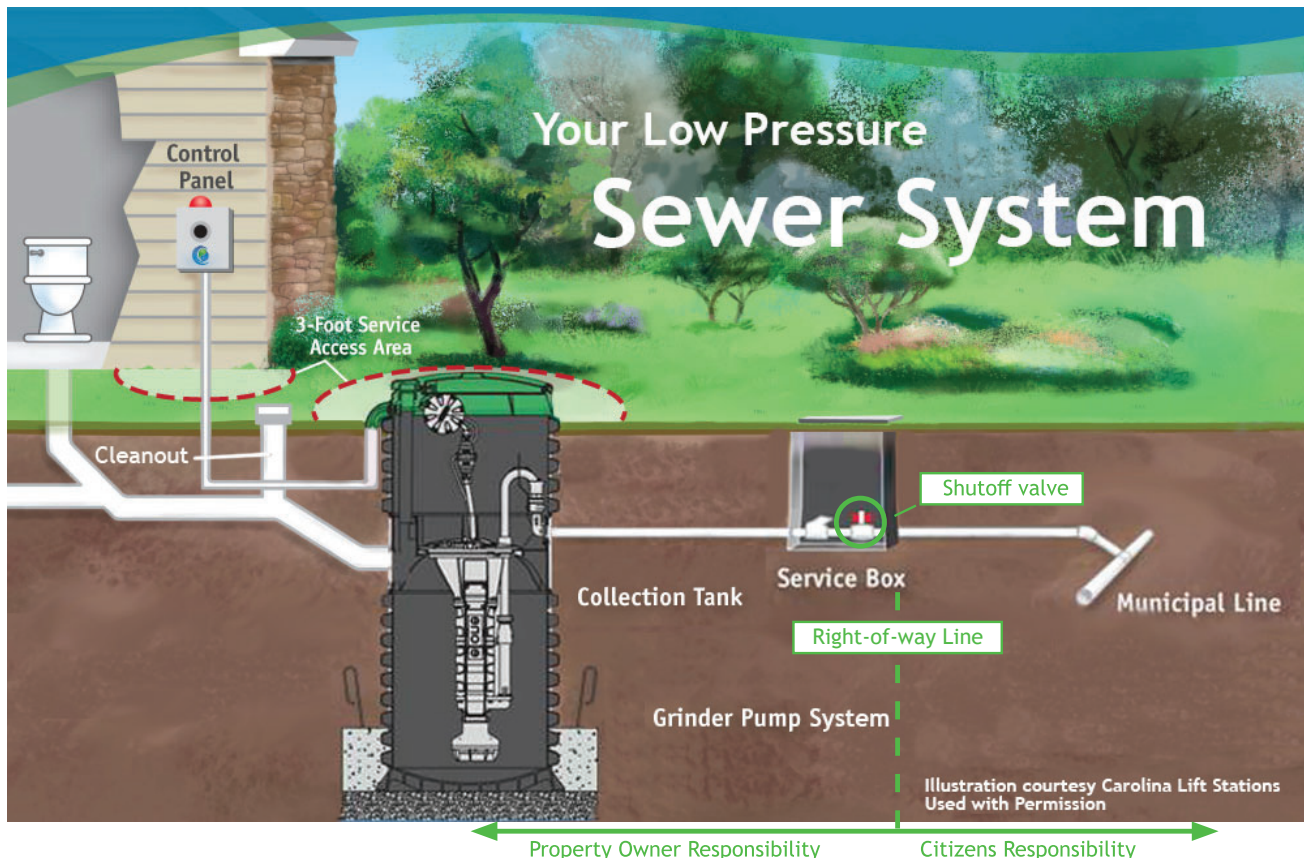
STEP uses a low-pressure sewer system - NOT gravity.

- Low-pressure systems (LPS) require a pumping unit (i.e., grinder pump system) at each property.
- Grinder pump systems are connected to a smaller diameter sewer than a gravity system in the public right-of-way (i.e., street).
 - Sewer is under "low pressure."
 - Eventually, the small diameter pipe connects to a gravity sewer system for sewage to be conveyed to the treatment plant.
- LPS require a control panel on the house to alert the property owner of any issues.
- LPS require a service box at the property line similar to a water meter pit.

- LPS installation uses horizontal directional drilling and minimal excavations, allowing for a minimally disruptive installation.

System Ownership

- Once installation is complete, property owners are responsible for operating and maintaining everything on their property outside of the right-of-way. This includes the following:
 - Grinder pump system
 - Control panel
 - Sewer piping to service box
 - Service box (but not the shutoff valve inside)
- Citizens is responsible for operating and maintaining everything within the right-of-way. This includes the following:
 - Sewer mainline
 - Shutoff valve inside the service box
 - Air release valves
 - Manholes
- A three-year warranty is included in each Septic Tank Elimination Program (STEP) Enrollment Agreement. Citizens is responsible for the full three-year warranty as part of our maintenance warranty bond required by the contractor. We will fix all components other than direct damage caused by the customer.
 - If customers experience any issues with the Low-Pressure System within the warranty period, they should call Citizens' Customer Service at (317) 924-3311 and request to be transferred to the Underground Engineering and Construction team for STEP.
- Following warranty expiration, customers are responsible for all troubleshooting, operation and maintenance on the property owner responsibility side of the right-of-way line (See diagram) including lateral, pump and/or discharge pipe clogging; electrical problems; power outages; freezing conditions; and system failures caused by the property owner's discharge of improper wastes (e.g., "flushable" wipes, excessive grease, etc.).



Frequently Asked Questions Regarding Grinder Pump Systems

What is a grinder pump system?

A grinder pump system is a pumping unit consisting of a pump and small pipe from the unit to the sewer system. Installed outside of your home, grinder pump systems are used to discharge wastewater from your home to the sewer system in the street or right-of-way.

What are the average life-cycle costs of a grinder pump system?

A grinder pump system's life-cycle costs are very similar to other major appliances, such as a furnace or air conditioner. Based on the manufacturer's data, a grinder pump system should be evaluated for replacement after 15-20 years of operation. However, it may be prudent for customers to start planning and budgeting for replacement after 10 years of use. The average cost of replacement of the major components (i.e. grinder pump) is typically around \$2,500. Like other major appliances, service calls will be necessary as parts wear out and require replacement over time, customers can expect a service call for maintenance on average every eight years at an average cost of \$250 to \$375.

Are additional warranties available for purchase?

Extended warranties and service plans can be purchased through the pump sales representative, Covalen. Find out more at www.Covalen.com/STEP. This link is also available on the Citizens Energy Group website at www.CitizensEnergyGroup.com/STEP.

Who can service or fix my grinder pump system?

On each grinder pump, Covalen lists a phone number: (317) 789-8888. As your local wastewater utility, Citizens is also available to answer questions and provide more information on who may be contacted to service your grinder pump. Please contact us at 317-924-3311, or directly at our STEP Hotline at (317) 927-4444 (option 3).

What are the electrical requirements for operating the grinder pump system?

For optimal performance, 240-volt 1 phase 30 amp service is best, but 20 amp is acceptable. The cost for electricity to the grinder pump is similar to that of a 40-watt light bulb, which is about \$24 per year (assuming \$0.10/kWh)



Above: Cross-section of
Grinder Pump System

What happens during a power failure?

If the power goes out, the grinder pump system and its alarm system will not work because they both require electricity. However, the pump system does have storage capacity.

During power outages, the two largest producers of wastewater, dishwashers and washing machines, are not in use; therefore, your water usage decreases. Because the length of the power outage cannot be planned, you should conserve water to the best of your ability. On all pump systems Citizens installs through STEP, a generator receptacle and auto-transfer switch are provided.

How big is the grinder pump system, and what does it look like?

The grinder pump system lid is about 26 inches in diameter and rises approximately 4 - 5 inches above the ground. The lid can be painted but needs to remain accessible. (See image below.) The control panel also will be above ground and visible. It is enclosed in a small weatherproof box so that it can be easily accessed.

My septic tank sometimes has an odor. Will the grinder pump system also produce an odor?

No. When wastewater sits, as it does in a septic system, it becomes septic and produces a distinctive odor. Since the grinder pump system will remove wastewater by pumping it into the sewer system, you should not notice any odor.

Are there specific things that I should not put down the drain or flush?

Similar to a septic system, you should not put things down any drain that can damage the pump or cause it to wear more quickly. Improper disposal of items to the grinder pump system will void the warranty; increase maintenance costs; and decrease system life. Examples of items that should not be put down any drain include: coffee grounds, bones, grease, diapers, "flushable" wipes*, floss, hygiene products, and other items that are not indicated for safe disposal into the sewage system. Sump pumps and gutter drains should not be connected to your grinder pump system.

**Even products labeled as "flushable" can adversely impact your grinder pump system.*



Above: Surface view of the Grinder Pump System (post-installation)

Agencies Involved in STEP

Citizens constructs sewers in the public right-of-way and oversees the payment plan which allows residents to pay the STEP enrollment fee in installments.

The Marion County Health Department notifies property owners when they are required to connect to the sewer system and is the enforcement agency for connections.

For detailed information regarding wastewater rates and fees, as well as Wastewater Terms and Conditions, please visit: www.CitizensEnergyGroup.com/Notices

Online Resources

www.CitizensEnergyGroup.com/STEP

www.CitizensEnergyGroup.com/Construction

STEP@CitizensEnergyGroup.com



Above: Here is a view of the grinder pump system in the trench. This is prior to piping, refilling the trench with soil and leveling of the site.



Above: Directional boring machines allow pipe to be installed under streets without disruptive street cutting and excavation.