

1. GENERAL RULES

1.1 From time to time the Lakengren Water Authority, Which falls under the auspices of ORC 6119, (hereinafter referred to as the LWA) may develop such rules and regulations thereto as are necessary for the proper operation of the sewer system and where such rules and regulations are not in conflict with the constitution and laws of the State of Ohio (ORC 6119), they shall be in full force and effect. All houses built on properties inside Lake Lakengren must attach to the LWA sewer system. No leech beds or septic tanks are permitted.

1.2 The LWA Board of Trustees shall set all sewer usage charges.

1.3 M & O charges are applicable to all lots within Lakengren considered buildable and all properties outside Lakengren being provided sewer service or serviced by the sewer main.

1.4 The provisions of these rules and regulations adopted as provided herein shall be a part of the agreement with every customer supplied with sewer service by the sewer system and every such customer or user shall be considered to have expressed his or her consent to such rules and regulations by virtue of application for service.

1.5 Because variable conditions may arise in the operation and maintenance of the sewer system, the LWA does not guarantee that service will not be interrupted from time to time. Some events cannot be controlled by the LWA and care should be taken when the customer uses the sewer system.

1.6 It shall be unlawful for any person other than an LWA employee or authorized agent of the LWA to tap into the sewer system except under the provisions of these regulations.

1.7 No sewer service shall be provided without being charged.

2. SEWER USAGE APPLICATION

2.1 A person owning property within the LWA sewer service area who is in need of having sewer service supplied to such place of occupancy or property may become a customer by signing a sewer user agreement of the LWA and paying the current installation fee. Said installation fee including services received is not assignable to any other property.

2.2 The applicant shall provide the information necessary to determine the ownership, location, use or proposed use of the property served, and such other information, documents, and assurance required to process the standard application.

2.3 The applicant or person designated by the applicant shall be responsible for obtaining any permit(s) required to install the sewer service.

2.4 No applicant shall be accepted if the capacity of the sewer system is exhausted by the needs of its existing customers.

2.5 LWA may reject any person(s) who is delinquent in payment of LWA bills incurred for sewer or water service previously supplied at that or any other location.

2.6 The applicant for sewer services shall sign an agreement covering possible damage to the water or sewer system when the damage is associated with the sewer tap installation

3. INITIAL OR MINIMUM CHARGES

3.1 Sewer usage charges will begin when the water is turned on at a residential customer's property as requested by the customer, providing the sewer tap-in has been made.

3.2 For existing sewer connections, sewer usage charges for new owners will

begin with the customer-requested restoration of water service.

3.3 The monthly sewer usage rate, as set up in the schedule of charges, will be payable if the water meter has been turned on.

4. LWA RESPONSIBILITY

4.1 LWA will maintain and operate the sewer collection system from the location of the tap to the sewage facility on Longman Road. The LWA will inspect all sewer taps into that system.

4.2 The LWA will try to meet the needs of the owners, contractors, and builders. Sewer taps must be planned and scheduled, but an application for a sewer tap may be made at any time.

4.3 Prior to obtaining a county building permit, the current sewer tap-in fee must be paid when the sewer application is submitted. The contractor-owner is required to make arrangements or to install the sewer line from the house to the main. Prior to installation, if a road bore is needed, the contractor must make arrangements with a road-boring contractor for that bore. The road bore normally needs to be accomplished before the

remainder of the required excavation is carried out.

4.4 The contractor/owner must supply the sewer pipe (minimum schedule 40 PVC or equivalent) and the LWA will provide the supplies to attach the pipe to the sewer main.

4.5 If circumstances dictate a real need, the Chief Wastewater Operator or the Operations Manager may authorize a tap-in at the manhole. These tap-ins into the manhole are to be truly exceptional. Otherwise, the practice of tapping into manholes has been discontinued.

4.6 The Chief Wastewater Operator is also responsible for ensuring that the tap-in is made in accordance with the LWA, and state/county requirements. If any contractor/owner or outside agency damages the manhole or sewer main, the LWA must recover the cost of the necessary repairs.

4.7 If the sewer line is not sufficiently above the sewer main to allow a gravity feed into the sewer, a grinder pump assembly may be needed. The contractor/owner is responsible to ensure that the necessary amount of fall or grade required by the Preble County Building Code is met.

4.8 When applying for a sewer tap-in, the customer must pay the current tap-in fee.

4.9 The LWA does not inspect nor is responsible for the customer's lines, piping, or plumbing.

4.10 The LWA shall not be responsible for any damage done by or resulting from any defects in lines, piping, fixtures, or appliances associated with the customer's service lateral.

The LWA shall not be responsible for negligence of third persons or forces beyond control of the LWA resulting in any interruption of sewer service.

4.11 Under normal conditions, the customer(s) will be notified of any anticipated interruption of sewer usage services.

4.12 For gravity feeds into the sewer system the LWA will provide the saddle and bands, 10 feet of schedule 40 PVC pipe, and the adapter to the customer's pipe.

4.13 A minimum 24 hours advance notice is expected to be given to the LWA before construction begins. This time is required for inspection and certification by the LWA.

5. CUSTOMER RESPONSIBILITY

5.1 Each customer shall be required to dig or have dug a trench and to purchase, install, and maintain such portion of the service line from the tap to the house at the customer's expense. The customer must also install cleanout(s) between the house and the tap-in to the sewer main at intervals of every 100 feet or less.

5.2 Piping from the house to the tap-in must be installed so that the sewer pipe will have the appropriate grade to the sewer main where it will be tapped. If this is not possible, then a grinder pump may be installed.

5.3 The customer's lines, piping, and plumbing shall be installed and maintained by the customer at the customer's expense in a safe and efficient manner and in accordance with LWA rules and regulations and the Preble County Plumbing Code.

5.4 No person or persons shall intentionally deposit or cause to be deposited any matter or material into the sewer system through the commode, sink, cleanout, or manholes in such manner as to block up the system. Also no person or persons shall deposit or cause to be deposited unlawful chemicals or other substances into the sewer system.

5.5 No person or persons shall attach to the sewer system any sump pumps, foundation drains, and gutter drains.

5.6 In the event that any loss or damage to the property of the LWA or any accident or injury to persons or property is caused by or results from negligence or wrongful act or acts by the customer, his/her relatives or guests, the customer's agents or employees, the cost of the necessary repairs or replacements shall be paid by the customer to the LWA and any liability otherwise resulting

shall be assumed by the customer.

5.7 The amount of such loss, damage, or cost of repairs may be added to the customer's bill and if not paid, services may be discontinued by the LWA and LWA may proceed to obtain a remedy under law.

5.8 The customer shall be responsible for the prompt payment of his/her water and sewer usage charges to avoid a penalty assessment. Payments postmarked or received after the due date will be assessed late payment penalties.

5.9 The customer shall be financially responsible for the cleanup cost of a sewage spill on or about his/her property due

to failure of any part of the customer's piping system.

5.10 Damage to the existing sewer structures shall be the responsibility of the property owner, and shall be repaired to the LWA's specification at the property owner's expense. When sewer mains are damaged, the LWA operator involved will record the materials used and time spent. If the cost of materials exceeds \$50 and the cost of labor exceeds 1 hour, an invoice for the repair will be issued to the party who did the damage. Sewer main damages not exceeding the stated threshold limits are to be reported to the Operations Manager, but no invoice will be issued.

6. EXTENSIONS TO MAINS AND SERVICES

6.1 Anyone desiring sewer line extensions may, with the approval of the Ohio EPA, Preble County, LPOA, and the LWA Board of Trustees, pay the entire cost of same, construct the extension according to Ohio EPA and LWA specifications, and after construction, transfer ownership to LWA. In exchange the LWA will maintain the lines if the extension passes LWA inspection.

6.2 No sewer system for public use shall be constructed or operated within the responsibility area of the LWA, except as approved by the LWA Board of Trustees.

6.3 The LWA shall maintain the sewer system and collect the monthly sewer usage charges in accordance with the Rules and Regulations applicable to customers.

ACCESS TO PREMISES

7.1 Duly authorized employees and agents of the LWA shall have access, at all reasonable hours, to the customer's premises for the purpose of installing, repairing, removing, and/or inspecting piping, or for any other purposes necessary to the proper and efficient operation of the sewer system.

7.2 Each customer shall grant, convey, or shall cause to be granted or conveyed to the LWA, a permanent easement and right-of-way across any property owned or controlled by the customer, wherever said

easement and right-of-way is necessary for the LWA sewer facilities and lines, so as to be able to furnish service to customers.

7.3 If any customer shall unreasonably deny such access, the LWA may discontinue water and service to the premises to which access is denied and shall not resume such services until access is permitted, without obstruction and until the current fee, for such resumption of said services, has been paid.

8. OBLIGATION FOR PAYMENT OF LWA BILLS- CHANGE OF OCCUPANCY

8.1 LWA bills for sewer and water services will run with the land and be collectable from the current owner of record of the property regardless of who owned the property at the time the charges were incurred. In the event unpaid charges exist at the time of a change of ownership, it is the responsibility of both the buyer and the seller to ensure that the outstanding charges are paid. If unpaid balances are not brought to zero at the time the property is transferred, the LWA must collect the amount owed from the new owner of record. In the event the new owner may have been misled in assurances of no outstanding debts against the property, it will be the responsibility of the new owner to pursue recovery of the money involved through business or legal action against the responsible party.

8.2 All water and sewer charges will be billed to the original owner of record at the time of the billing until such time as the

deed is recorded and the LWA becomes officially aware that the property has been transferred or officially advised by the new owner. The incoming party will be responsible for the water and sewer usage charges at this time.

8.3 Upon request, the LWA will read the water meter and record the reading. Billing will follow the normal monthly billing cycle with the water and sewer bill being directed to the owner of record at that time, provided other arrangements have not already been made with the LWA by the buyer. If there is any dispute about the responsibility for the bill, the final meter read requested may be obtained from the LWA office. If the change of occupancy does not occur at the time the deed is recorded, the recorded owner will be responsible for the water and sewer charges and may arrange to collect these charges from the occupant of the property

9. BILLING-COLLECTION

9.1 The bill for sewer usage service will be set in accordance with the current LWA published rate and is based on a set fee for sewer usage.

9.2 Charges for sewer usage will commence when the water service is turned on at the water meter at the customer's request.

9.3 Bills for water and sewer usage are due and payable in the LWA business office on the 15th of each and every month, unless the 15th falls on a Saturday, Sunday or legal holiday. If this is the case, they are due on the next working day.

9.4 Any amount not received in the LWA office or postmarked by the due date will be subject to a penalty of ten percent (10%) of the total amount due for that billing period. This percentage may be subject to change at any time by the LWA Board of Trustees.

9.5 Any amount not received in the LWA office within thirty (30) days from the due date may result in the water being shut off from the customer's property with or without notice thereof to such delinquent customer. Upon receipt of past due water and sewer charges, penalties Thereon, and any reconnecting charge, such customer shall be entitled to resumption of water and sewer services.

9.6 Statements for charges of water and sewer services shall be deposited postage paid by LWA with the United State Postal System for delivery to its customers.

9.7 Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from responsibility for payment.

9.8 The owner of any property served by the water and sewer systems may have a tenant, occupant, or lessee receive the statement and pay charges for

those services, but such tenant, occupant, or lessee for such purpose acts as the agent of the owner who shall not thereby be relieved from the payment of any charges not paid by the tenant, occupant, or lessee.

9.9 All charges for water and sewer services, which are delinquent for payment for a period of time greater than thirty (30) days, may be certified to the County Auditor at the appropriate time. Such amounts shall be entered on the tax duplicate of the real property involved and be a lien upon such land from and after the date of entry to be collected with the other taxes and returned to the LWA.

9.10 A fee may be charged for any returned check. The fee will be determined by the LWA and subject to change without notice.

9.11 Where premises, in arrears for payment of water and sewer service charges, become subject to bankruptcy or insolvency court, the LWA may permit the supply of water to such premises to be continued or restored without previous payment of the charges accrued under the bankrupt or insolvent owner; however, owners of the property are then liable for all water and sewer charges against their premises assessed in the name of tenants or other persons who become subject to a bankruptcy or insolvent court.

10. SUSPENSION OF SERVICE

10.1 The LWA may discontinue sewer service for violation of any provision of these rules, by-laws, or any other regulations of the LWA. This will normally be done by shutting off the water service.

10.2 Partial payment of delinquent water and sewer usage charges after the customer has been issued a disconnect notice, shall require a special payment arrangement to be worked out with the LWA business office. If the special payment arrangement is not properly followed, the LWA has the right to disconnect the water with no additional notice.

10.3 Service discontinued for non-payment will be restored only after bills are paid in full and a service charge is paid. The service charge is set by the LWA and subject to change without notice.

10.4 The LWA reserves the right to discontinue its service

without notice for the following reasons:

10.4.1 Emergency repairs, such as breaks in mains, pumping equipment breakdowns, construction, reconstruction, repair, replacement, cleaning, extending, or tapping of mains;

10.4.2 Customer's willful disregard of LWA rules;

10.4.3 Directive of public authorities;

10.4.4 Strike, riot, flood, accident, or any unavoidable cause;

10.4.5 To prevent fraud or abuse.

No claims for damages of any nature whatsoever arising from the above will be paid.

10.5 The LWA may permanently refuse service to

any customer who tampers with the water or sewer system to cause damage and in addition may prosecute to the fullest extent of the law.

10.6 A person or persons owning multiple properties within the LWA service area may be denied service at one or more properties for non-payment of water and sewer charges at any location.

11. COMPLAINT ADJUSTMENTS

11.1 If a customer believes any bill to be in error, the customer shall present a claim, in person, in writing, or by telephone to the LWA office before the bill becomes delinquent.

The customer may pay such bill under protest and said payment shall not prejudice the claim.

12. INTERFERENCE WITH THE OPERATION OF THE LAKENGREN SEWER SERVICE

12.1 No person, corporation, association, public utility, or political subdivision as defined in the Ohio Revised Code, Section 6119.011 (B), including but not limited to municipal corporations, townships, and counties, shall 1) place any harmful or improper construction or obstruction in such a place or position that it interferes with the operation of the LWA or impedes the flow of wastewater through any part of the wastewater system of the LWA; or 2) make any opening or connection in a wastewater pipeline or any line connected to the wastewater collection system of the LWA

except in accordance with the rules and regulations of the LWA and with the express advance written consent of the Board of Trustees of the LWA; or 3) in any way pollute, contaminate, or destroy the successful operation of the LWA wastewater system.

12.2 Any person who willfully fails to comply with the rules and regulations of the LWA shall be liable for any damage caused by such failure and for the cost of restoring and/or replacing any construction damaged or destroyed.

13. MODIFICATION OF RULES

13.1 No modification of rates or any of the rules and regulations shall be made by any employee or agent of the LWA.

13.2 These rules and regulations may be modified or amended at any time by the Board of Trustees of the LWA and shall be binding upon all customers and others to whom they apply. If there is a need for interpretation, the matter is to be referred to the LWA Board of Trustees.

14. SURVEYS AND INVESTIGATIONS

4.1 The LWA shall conduct or cause to be conducted periodic surveys and investigations, of a frequency acceptable to the LWA, of sewer use practices within a customer's premises to determine whether there are connections of sump pumps, downspouts, or foundation drains through which the inflow of rainwater may enter the sewer system.

14.2 The LWA or its authorized representatives shall have the right to enter the premises served by the public sewer system at all reasonable times for the purpose of making surveys and investigations of sewer use practices within the premises.

14.3 On request of the LWA or its authorized representative, the customer shall furnish the the LWA or its authorized representative information on the sewer use practices within the customer's premises.

14.4 Paragraph 14.1 of this rule does not relieve the customer of the responsibility for conducting,

or causing to be conducted, periodic surveys of water and sewer practices on his premises to determine whether there are actual or potential connections of sump pumps, downspouts, or foundation drains through which the inflow of rainwater may enter the sewer system.

15. MANHOLES

15.1 Manholes are located throughout Lakengren and are the accesses to the sewer system.

15.2 No person shall cause damage to a manhole. Any person who damages a manhole will be responsible for any costs incurred by the LWA to fix said manhole.

15.3 No person will place anything foreign into a manhole. The LWA will prosecute any person who willfully damages or causes a blockage of the sewer system to the fullest extent of the law.

15.4 Any person who damages said system will be held responsible for any costs incurred by the LWA to repair the system.

16. GRINDER PUMPS

16.1 The use of grinder pumps within Lakengren was an inherent part of the sewer system design due to grade levels around the lake. For this reason, the sewer district accepted the ongoing maintenance responsibility for these pumps. Within Lakengren, this policy will be continued for as long as possible.

OUTSIDE LAKENGRN:

16.2 If the sewer line is not sufficiently above the sewer main to allow gravity feed into the sewer main, then a grinder pump assembly may be needed.

16.3 No ongoing grinder pump maintenance service will be provided for sewer users outside the boundaries of Lakengren, unless the grinder pump is/was installed at the convenience of the LWA.

16.4 The prospective customer outside Lakengren may use any grinder pump assembly he/she desires. If the customer desires to use the standard LWA grinder pump assembly, the LWA will provide it at the current LWA

price. The LWA will deliver the grinder pump assembly to the customer's premises upon payment in advance for the assembly.

16.5 Installation and ongoing maintenance of the grinder pump and service lateral, running from the user's house to the sewer main, will be the responsibility of the customer. However, if the customer chooses to use a standard LWA grinder pump, the LWA may provide maintenance upon the grinder pump assembly when asked to do so by the customer. This maintenance, including labor and materials, would be provided at the customer's expense.

16.6 Other than to make all reasonable efforts to prevent sewage backup from the main to the customer's property, and to provide maintenance on a standard LWA grinder pump assembly at the customer's request and expense, the responsibility of the LWA terminates at the service tap at the sewer main.

INSIDE LAKENGREN:

16.7 When applying for a sewer tap-in, the customer must pay the current tap-in fee. If a new grinder pump assembly is needed; the customer must pay the current price for the grinder pump. The owner is responsible to install the new assembly, supply the pressure line from the assembly to the main and supply the gravity feed from the house to the grinder pump. The owner must also provide the wiring from the grinder pump to the house. The wiring must run through an electrical disconnect located outside the house. The LWA operator will make all of the electrical and mechanical connections to the new grinder pump at the pump.

16.8 Materials furnished by the LWA for pressure attachments to the sewer system include the grinder pump assembly, electrical control panel, and the saddle for the tap. Also new pressure installation requires the owner/contractor to supply 1 ¼" pressure line with minimum 160 PSI rating from grinder pump to the sewer main and grounded 10-2 underground wiring with a disconnect for the pump outside the house.

16.9 The lowest sewer drain opening in the house must be a minimum of two (2) feet above the top of the grinder pump housing (lid) to prevent backup of sewage into the house in the event of grinder pump failure or blockage.

16.10 A grinder pump assembly is normally sized to accommodate two families, and if shared, the cost is divided equally. If a new house is tied to an existing grinder can, and the original owner or current owner paid for that can, the current owner is to receive a rebate of ½ the cost of the grinder can when it was originally purchased. If the grinder pump was installed by the county at no cost to the customer, then the LWA will keep all moneys paid to tap into the existing can. If there is a disagreement as to who paid for the original can and the LWA has no record of it, the property owner must produce a receipt or cancelled check for proof of purchase. If no proof can be presented, the LWA will keep all moneys paid to tap into the existing can. However, the LWA BOT is concerned about maintenance and repair costs for two family grinder cans.

Therefore, the Chief Wastewater Operator and the Operations Manager must approve a two-family grinder can; otherwise, the LWA will begin a one can per lot practice. In any case, the price for a grinder assembly or connection to an existing can will be as stated in the schedule of charges.

16.11 If sharing a grinder pump, the new customer is only required to install the gravity feed from the house to the existing grinder pump assembly. The existing owner of the original property using the grinder pump assembly must maintain the electric line. If

the original property is not occupied and the electricity to that house is turned off, then the electric source will be switched to the alternate property owner's house at the LWA's expense. The customer who pays for the electric service will receive a discount for sewer usage service. After installation is complete, it is the LWA's responsibility to maintain the grinder pump assembly. The customer's responsibility after hookup is to maintain the gravity feed line from the house to the

grinder pump and also the pressure line past the grinder pump assembly to the sewer main. The LWA will assist the property owner if repairs in these areas are needed.

16.12 The LWA is not responsible for any damage caused by grinder pump failure.

16.13 The LWA will determine whether a customer needs a grinder pump or not; but the responsibility to determine the level and gradient of the sewer line from the customer's property to the tap-in point remains with the customer/contractor.

16.14 Once installed, the entire grinder pump assembly is the property of the LWA. As such, the LWA will provide regular maintenance and repair of the grinder pump assembly as needed. Grinder pump customers are required to pay a monthly maintenance fee, starting with the April 29, 2004 billing, as set forth in the schedule of charges.

17. DEFINITIONS

Agent of the owner	Any person empowered to act for the owner of a property.
Approved	Means accepted or acceptable for the proposed use by the appropriate LWA official(s).
Contamination	Means any impairment of the quality of the water by sewage of process fluids or waste to a degree that could create an actual hazard to the public health through poisoning or through spread of disease by exposure.
Customer	Or user means any one obligated to LWA for a water service or water availability charge.
Degree of hazard	Is a term derived from the evaluation of the potential risk to health and the adverse effect upon the water and/or sewer system.
Easement	Is the right one has on another's land.
Lessee	Is one to whom a lease is give; also see tenant below.
LWA	Means the Lakengren Water Authority located at 209 West Lakengren Drive, Eaton, Ohio 45320.

M & O Charges	Are the maintenance and operation charges for each lot serviced by the LWA sewer system. The M & O charges are intended to keep the sewer system operable independent of usage.
Main or main line	Means the primary pipe that collects sewage for the sewer plant located on Longman Road.
Minimum charge	Means the base charge for sewer sage when the water is turned on for a house.
Negligence	Is the act of being careless, inattentive, or neglectful.
Occupant	Is one who occupies a residence; can be a tenant or lessee
Owner	As applied to a building or land means a person(s) having legal title to premises, includes any part owner or joint owner.
Person	Means the state, any political subdivision, public or private corporation, individual, partnership, or other legal entity.

Service connection	Means the terminal end of a service line from the house to the sewer main.
Sump pump	Is a pump used to remove excess water from the low areas of a house.
Tap-in	Is the location where the customer's sewer line connects to the sewer main.
Tenant	As applied to a building or land means a person(s) who does not have the legal title to the premises but is authorized to occupy the property. This includes tenants in common, tenants in partnership, joint tenant of the whole or a part of such building or land, either alone or with others.
Sewer system	Means the sewer system owned and operated by the LWA and all parts thereof respectively.
Water service	Means the delivery of water from the water system to the owner or customer.
Water system	Means the water system owned and operated by the LWA and all parts thereof respectively.

18. SCHEDULE OF CHARGES EFFECTIVE 09-01-2000

CHARGES INSIDE LAKENGREN

Discount for supplying grinder pump electricity	30 cents for 1 customer 60 cents for 2 customers Per month
Basic monthly sewer usage rate	\$16
Basic initial assessment charge	\$1,157 (if not previously paid)
Basic tap-in permit fee	\$300
Annual M & O assessment	\$52 per buildable lot
Grinder pump assembly	\$4,000
Grinder pump assembly (shared)	Applied for and paid before 7/12/03: \$1,250
	Applied for and paid after 7/12/03: \$1,750
Resumption of service fee	\$25
Return check fee	\$25

CHARGES OUTSIDE LAKENGREN

Basic monthly sewer usage charge	\$16
Basic initial assessment charge	\$1,157 (if not previously paid)
Basic tap-in permit fee	\$300
Annual M & O assessment	\$52 per buildable lot
Total connection charge with maximum allowance for expended main extension costs	\$800 (\$1,157-657+300=\$800)
Resumption of service fee	\$25
Return check fee	\$25

The monthly usage charge for sewer usage service outside Lakengren will be the same as for customers inside Lakengren, except for the three (3) customers tapped into the sewer system prior to the LWA assumption of operational control. For those three customers, the agreement between them and Preble County stands. However, these customers will be subject to any increase in usage charges levied against all other customers in terms of actual dollar increases.

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