

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 **56th Street/Fall Creek Parkway STEP** 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 **June 19, 2026** (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 **June 29, 2026**. 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 One Thousand Dollars (\$1,000) 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 \$1,000 portion of the **Final Offer Payment** and selected one of the two payment options sub-section C. for the \$2,739 portion.

C. **Payment.** 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 (i) disconnect Customer's sewer or water service until any outstanding balance has been paid; and (ii) collect immediately the entire

remaining balance due from Customer, notwithstanding selection of the installment payment plan set forth in option (b). For the avoidance of doubt, Citizens remedies shall be cumulative, and without prejudice to other legal or equitable remedies available to Citizens for Customer's failure to make a timely payment.

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 **June 19, 2026**. 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 by **June 29, 2026**. 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, UE&C
Title

John Trypus
Print Name

Print Name(s)

Address

CUSTOMER(S) Phone Number(s)

Attachment: Septic Tank Elimination Program (STEP) Guide