

VEOLIA WATER PENNSYLVANIA INC.

Harrisburg, Pennsylvania,

Rates, Rules and Regulations

Governing the Provision of Wastewater Collection, Treatment
and Disposal Service to the Public in

(See Page 5 for Territories Served)

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NOTICE

This tariff supplement No. 4 of the Wastewater Tariff of Veolia Water Pennsylvania Inc. F/K/A SUEZ Water Pennsylvania Inc. which includes an update (decrease) to the State Tax Adjustment Surcharge (STAS) from 0.00% to (0.29%) effective January 20, 2023.

LIST OF CHANGES

This tariff supplement No. 4 of the Wastewater tariff of Veolia Water Pennsylvania Inc. F/K/A SUEZ Water Pennsylvania Inc. which includes an update (decrease) to the State Tax Adjustment Surcharge (STAS) from 0.00% to (0.29%) effective January 20, 2023.

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INDEX

	<u>Page No.</u>	
Title Page	1	
List of Changes made by this Tariff	2	
Index	3	
Surcharge	4	
Territories Served	5	
Schedule of Rates:		
Commercial, Industrial or Municipal Use	6	
Residential Use	7	
Township of Mahoning, Montour County	7A	(C)
Schedule of EDU's	7B	
Miscellaneous Fees and Charges	8 - 10	
Rules and Regulations Index	11	

SURCHARGE

STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff, a surcharge of (0.29%) will apply to all charges for service rendered on or after January 20, 2023.

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The above surcharge will be recomputed, using the same elements prescribed by the Commission.

- a. Whenever any of the tax rates used in calculation of the surcharge are changed,
- b. Whenever the utility makes effective any increased or decreased rates; and
- c. On March 31, 1998, and each year thereafter.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasion such recomputation; and, if the recomputed surcharge is less than the one then in effect, the Company will, and if the recomputed surcharge is more than the one then in effect, the Company may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

TERRITORIES SERVED

The Township of South Centre, Columbia County, Pennsylvania
Township of Mahoning, a portion of Cooper Township and a portion of Valley Township,
Montour County, Pennsylvania

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SCHEDULE OF DELIVERY RATES

Application:

Commercial, industrial or municipal use.

Volume Charges:

	<u>Per Month</u>	<u>Minimum Monthly Charge</u>	<u>Rate Per 1,000 Gallons Allowance *</u>
First	5,000 Gals.	\$277.08	
Next	5,000 Gals.		\$2.217
Next	90,000 Gals.		\$1.995
Next	100,000 Gals.		\$1.773
Over	200,000 Gals.		\$1.552

* (The \$277.08 minimum monthly charge allows for 5,000 gallons of wastewater delivered to the collection system as measured by a potable water meter located on the customers premises).

Conditions of Contract:

The volume charge is based on all metered domestic water consumed by a customer during the billing period, except as otherwise provided. A wastewater customer who has water supplied by sources other than SUEZ Water Pennsylvania, shall be required to maintain a meter for the purpose of measuring water flow to any structure determined to be served by the wastewater collection system.

Terms of Payment:

Bills for service under this Schedule will be rendered monthly or quarterly in the arrears at the rates shown above, and are payable within twenty (20) days after the date the bill is rendered.

SCHEDULE OF DELIVERY RATES

Application:

Residential use.

Volume Charges:

	<u>Per Month</u>	<u>Minimum Monthly Charge</u>	<u>Rate Per 1,000 Gallons Allowance *</u>
First	5,000 Gals.	\$25.00	
Next	5,000 Gals.		\$2.217
Next	90,000 Gals.		\$1.995
Next	100,000 Gals.		\$1.773
Over	200,000 Gals.		\$1.552

* (The \$25.00 minimum monthly charge allows for 5,000 gallons of wastewater delivered to the collection system as measured by a potable water meter located on the customers premises).

Conditions of Contract:

The volume charge is based on all metered domestic water consumed by a customer during the billing period, except as otherwise provided. A wastewater customer who has water supplied by sources other than SUEZ Water Pennsylvania, shall be required to maintain a meter for the purpose of measuring water flow to any structure determined to be served by the wastewater collection system.

Terms of Payment:

Bills for service under this Schedule will be rendered monthly or quarterly in the arrears at the rates shown above, and are payable within twenty (20) days after the date the bill is rendered.

SCHEDULE OF DELIVERY RATES

Application:

To all residing in the Township of Mahoning, a portion of Cooper Township and a portion of Valley Township, Montour County served by SUEZ Water Pennsylvania, Inc.

<u>Charges:</u>	<u>Per Month</u>
Residential – Flat Rate	\$56.20

All other customers shall be billed the higher of the Consumption rate or the EDU rate. The EDU rate shall be applied as outlined in the Schedule of EDU's.

Per Month:

<u>Category</u>	<u>Water Charge per 1,000 Gallons < 435,000 Gallons Per Month</u>	<u>Water Charge per 1,000 Gallons > 435,001 Gallons Per Month</u>	<u>EDU</u>
Commercial 1	\$5.6447	\$7.68	\$56.20
Commercial 2	5.6447	7.68	61.18

Current Customers not currently being billed as outlined above:

Current non-residential wastewater customers, who wastewater billings do not follow the schedule outlined above, will be billed in a similar fashion as they currently are billed by Mahoning Township until SUEZ Water Pennsylvania Inc. files for an increase in wastewater base rates through a rate filing.

<u>Account Name</u>	<u>Account #</u>	<u>Current Billing Method</u>	<u>Monthly Bill</u>
Geisinger Justin Drive II	11168.01	Historical Quarterly Rate \$6,575.01	\$2,191.67
Geisinger Hughes North	11135.01	Historical Quarterly Rate \$3,793.28	1,264.43
Atlantic Equipment	11102.01	Historical Quarterly Rate \$905.94	301.98
FAB-TEX	11121.01	Calculated Rate \$1,577.13	525.71

Conditions of Contract:

The volume charge is based on all metered domestic water consumed by a customer during the billing period, except as otherwise provided. A wastewater customer who has water supplied by sources other than SUEZ Water Pennsylvania Inc. shall be required to maintain a meter for the purpose of measuring water flow to any structure determined to be served by the wastewater collection system.

Terms of Payment:

Bills for service under this Schedule will be rendered monthly or quarterly in the arrears at the rates shown above, and are payable within twenty (20) days after the date the bill is rendered.

SCHEDULE OF EDU'S:

All commercial, residential, institutional and industrial customers will be billed on a minimum of equivalent consumer units as established in the following EDU schedule.

<u>Category</u>	<u>Equivalent Dwelling Units</u>
Residential	1
Each retail store, office, business, industry or industrial:	
1. Ten or less employees	1
2. Each additional five employees or fraction thereof	½
3. Can be based on estimated water usage	
Each business, industry or institutional providing showers for employees:	
1. Eight or less employees	1
2. Each additional four employees or fraction thereof	½
3. Can be based on estimated water usage	
Funeral home	2
Each School, public or private:	
1. Toilet facilities only, per 40 pupils and staff or fraction thereof	1
2. Toilet facilities and kitchen, per 30 pupils and staff or fraction thereof	1
3. Toilet facilities and gymnasium, per 25 pupils and staff or fraction thereof	1
4. Toilet facilities, kitchen and gymnasium, per 20 pupils and staff or fraction thereof	1
Each improved property having a commercial (¾ horsepower or greater) garbage grinder, for each such grinder	1
Each hotel per four rooms or fraction thereof	1
Each restaurant, club or tavern, per 15 seats or fraction	1
Each church or social hall plus daycare center or any other business in the church hall or banquet room	1
Each firehouse or hall plus clubhouse, restaurant, tavern or banquet hall	1
Each service station or automobile repair garage	
1. Two bays or less	2
2. Each additional bay over two	½
Each hair salon, spa, nail salon and massage salon	
1. Two chairs or less	2
2. Each additional chair	1
Each laundromat, per five washes and fraction thereof	1
Each convalescent home, per two beds/hospitals/institutions	1
Each barn or stable, per five stalls or fraction thereof	1

SUEZ Water Pennsylvania Inc.

All categories, mentioned or not mentioned, may be based on a estimated water consumption.

SUEZ Water Pennsylvania, Inc. reserves the right from time to time, to adopt modifications of, supplements to, or amendments of this Schedule of EDU's.

SCHEDULE OF MISCELLANEOUS FEES AND CHARGES

1. Reconnection Charge for Nonpayment Terminations

A. Application:

This charge is applicable to all customers where water service provided by SUEZ Water Pennsylvania has been physically turned off for nonpayment of a delinquent sewer bill.

Rates:

	<u>Each Occurrence</u>
Reconnection Charge (during normal business hours)	\$33.44
Reconnection Charge (other than normal business hours)	\$50.16

B. Application:

This charge is applicable to all customers where water service is not provided by SUEZ Water Pennsylvania, and where the sewer service lateral has been excavated and plugged to prevent use of the wastewater collection system.

Rates:

Reconnection Charge shall be the actual costs incurred by SUEZ Water Pennsylvania, its agents or assigns, as a direct result of the removal and restoration of service to any customer subject to this application.

Terms of Payment:

The reconnection charge will be added to the customer's bill once the service has been terminated and is due and payable before water will be turned on.

SCHEDULE OF MISCELLANEOUS FEES AND CHARGES (Cont'd)

2. Returned Check Charge:

Application:

This charge is applicable to all customers where the customer's check or bank draft is returned by the Bank for insufficient funds, closed account, or some other appropriate reason.

Rate:

Returned check charge	<u>Each Occurrence</u> \$11.15
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Terms of Payment:

Bills will be rendered at the time the customer's check is returned by the Bank and are due and payable when rendered.

3. Meter Test Charge (Deposit)

Application:

This charge is applicable to all customers who request a test of a water meter for accuracy.

Rates:

For each meter, 1" diameter or smaller	\$11.15	<u>Per Test</u>
For each meter greater than 1" diameter or so located that the cost is disproportionate to the above		As approved by Pa. P.U.C.

Terms of Payment:

Payment must accompany customer's request for the test of a meter for accuracy. If the meter so tested shall be found to have an error in registration of less than four percent (4%), the deposit shall be retained by the Company as compensation for such test; if the error in registration is found to be four percent (4%) or more, then the cost of the test shall be borne by the Company and the amount of the deposit shall be returned to the customer.

SCHEDULE OF MISCELLANEOUS FEES AND CHARGES (Cont'd)

4. Damaged Meter Charge

Application:

This charge is applicable to all customers for damage or loss by any meter arising out of or caused by the customer's negligence or carelessness or that of his servants, employees, members of his household, or any person upon his premises under or by his consent of sufferance. Damage means theft, freezing, water damage, injury to the meter or any other failure.

Rates:

	<u>Each Occurrence</u>
For all 5/8" and 3/4" meters (if repaired or replaced during normal business hours)	\$66.88
For all 5/8" and 3/4" meters (if repaired or replaced other than normal business hours)	\$89.17
For all meters larger than 3/4" diameter, the Company will bill the actual cost of the meter plus a reasonable fee for labor and overheads.	

Terms of Payment:

Bills will be rendered at the time the customer's meter is to be repaired or replaced due to damage and are due and payable when rendered.

5. Wastewater Main Extension Design Deposit

Application:

This deposit is applicable to all wastewater main extension agreements.

Rate:

\$1,000 per application. In the event that the project is for both water and wastewater, only \$1,000 total shall be collected.

Terms:

To be applied to the cost of the project if the project is completed. To be retained by SUEZ Water Pennsylvania if the project is terminated by the applicant or the Company.

RULES AND REGULATIONS INDEX

<u>Description</u>	<u>Page No.</u>
Definitions	12 - 16
Wastewater Control Regulations	17 – 21
Industrial Waste Code	22 - 30
Application for Service	31 – 32
Main Extensions	33 - 35
Main Extension Agreements and Memos	36 - 44
Service Connections	45 - 46
Meters	46
Meter Setting	47 - 48
Meter Testing	48
Billing and Payment Standards	48 - 49
Discontinuance of Service	49 - 50
Interruption of Service	50 - 51
Termination of Service	52 - 56
Procedures for Termination of Service	55 - 56
Customers' Deposits	56 - 58
Temporary Service	59
Emergency Provisions	59
Termination At Any Premise Other Than the Customer's Residence	59 - 61
Third Party Notification	61
Disputes; Termination Disputes; Informal and Formal Complaints	61
Restoration of Service	61 - 62
Personnel Available to Restore Service	62
Miscellaneous	62

DEFINITIONS

Amortization Agreement: A mutually satisfactory written agreement whereby a customer, who admits liability for billed service, is permitted to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time.

Applicant: Any person seeking to contract for utility service, other than a transfer of service from a residence or dwelling within the Company's service area; or to re-institute service more than 60 days following a termination or discontinuance of service.

Billing Month: A period of not less than 26 and not more than 35 days.

Billing Period: A billing period shall be monthly, as provided in the Company's tariff.

Commission: The Pennsylvania Public Utility Commission

Company: SUEZ Water Pennsylvania Inc.

Customer: A Customer shall mean the party contracting for wastewater collection, treatment and/or disposal service through a service lateral connection to a property, as hereinafter classified, i.e.:

- (a) A building under one roof and occupied as one residence or business; or
- (b) A building owned by a party or parties of more than one living unit or business and using a common and/or individual outside entrance; or
- (c) Each unit in a building with multiple living units individually owned, with individual outside entrances; or
- (d) A group of buildings on one tract of land owned by a single business or governmental entity, provided, however, that leasing or operating property for occupancy by tenants, for buildings on the tract, shall not be considered a single business and each building which is leased or operated shall be considered as a separate customer; or
- (e) Motels, hotels, trailer courts or mobile home compounds; or
- (f) Any person in whose name a residential service account is listed, and who is primarily responsible for payment of bills rendered for such service.

Customer's Service Line: The service lateral extending from main to the customer's premises or point of initiation.

Cycle Billing: A system of billing which results in the normal rendition of bills for utility service to a group or portion of all customers on different or specified days of any one billing period.

Delinquent Account: Charges for utility service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account shall not be deemed delinquent if prior to the due date an amortization or settlement agreement with the Company has been entered into by the customer or a timely filed notice of dispute is pending with the Company; or an informal or formal complaint has been filed with, and is pending before, the Commission.

Emergency: An unforeseen combination of circumstances requiring temporary discontinuance of service in order to effect repairs or maintenance, or to eliminate an imminent threat to life, health, safety or property.

Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.

Grinder Pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.

Line Extension: An addition to the utility's main line which is necessary to serve the premises of a customer.

Meter: Any device supplied by the company for the purpose of measuring water or wastewater flows.

Main: The pipe of the public utility system, excluding service connections, located in a public highway, street, alley or private right-of-way, which pipe is used in transporting wastewater.

Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the company for the purpose of resale.

Notice or Termination Notice: A written statement which in conspicuous print, clearly and fully includes the following information when applicable:

- (i) The reason for the proposed termination.
- (ii) An itemized statement of all amounts currently due, including any required deposit.

- (iii) A statement that a specific reconnection fee will be required to have service restored after it has been terminated if such a reconnection fee is a part of the Company's tariff on file with the Commission.
- (iv) The date on or after which service will be terminated unless: payment in full is received, the grounds for termination are otherwise eliminated, a settlement or amortization agreement is entered into or a dispute is filed with the Company or the Commission.
- (v) A statement that the customer should immediately contact the Company to attempt to resolve the matter, including the address and telephone number where questions may be sent and where amortization and settlement agreements may be entered into with the Company.
- (vi) The following statement: "If, AFTER discussing your problem with the Company you remain dissatisfied, you may file an informal complaint with the Public Utility Commission." TO AVOID TERMINATION OF SERVICE PENDING RESOLUTION OF A DISPUTE, AN INFORMAL COMPLAINT MUST BE FILED BEFORE THE PROPOSED DATE FOR TERMINATION OF YOUR SERVICE. You may file an informal complaint by telephoning or writing the Public Utility Commission.

Occupant: Any person who resides in the premises to which utility service is provided.

Person: An individual, partnership, corporation, association, including any lessee, assignee, trustee, receiver, executor, administrator, and other successors in interest.

Physician: An individual licensed under the laws of this Commonwealth to engage in the practice of medicine and surgery in all of its branches within the scope of the act of June 3, 1911 (P.L. 639) relating to medicine and surgery as amended, or in the practice of osteopathy or osteopathic surgery within the scope of the act of March 19, 1909 (No. 29) as amended.

Premises or Affected Premises: Unless otherwise indicated, the residence of the occupant.

Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP) and the U.S. Environmental Protection Agency (EPA), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.

Residential Service: Utility service supplied to a dwelling, including service provided to a commercial establishment if concurrent service is provided to a residential premise attached thereto. Utility service provided to a hotel or motel shall not be considered

residential service. Residential service as it pertains to line extensions can be further defined as single family dwellings, multi-family, townhouses, and/or apartments.

Sanitary Sewer: A collection system of sewer mains and service laterals which carries sanitary wastewater and excludes storm, surface and ground water.

Settlement Agreements: A mutually satisfactory settlement of any claim of dispute, reduced to writing and signed by the parties or their representatives. The settlement agreement offered by the Company shall state immediately preceding the space provided for the customer's name, and in bold face print at least two point sized larger than any other used thereon: "If you are not satisfied with this agreement do not sign it. You may file an informal complaint before the Public Utility Commission without making yourself subject to retaliation by the Company. If you do sign this agreement, you give up your right to a hearing before the Commission on any matter involved in this dispute except the Company's failure to follow the terms of this agreement."

Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes. Special utility service may include, but not be limited to, installation of facilities such as additional mains, oversized mains, booster pumps, lift stations and manholes as necessary to provide adequate flows or to meet required pressure criteria, and service to large wastewater producing commercial and industrial facilities.

Storm Sewer: A sewer which receives discharges of storm water and/or carries off surface, subsurface, or storm water from the buildings, grounds, streets, or other areas, including street wash.

Suspended Solids: Solids that either float on the surface of, or are suspended in water, wastewater, or other liquids, and which are largely removable by filtration.

Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.

Termination of Service: Cessation of service, whether temporary or permanent, without the consent of the customer.

Toxic Substances: Any substances whether gaseous, liquid or solid which when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment facility, or as pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled including sanitary wastewater but excluding storm water.

Wastewater: A combination of the water-carried wastes from any building or structure, together with such ground, surface, and storm water as may be present in sanitary sewers.

Wastewater Control Regulations

1. **General:**

- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, floor drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Company mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded garbage may be discharged into the sewer system when expressly authorized by the Company.
- (c) This does not exclude or preclude pump-out of manholes by a utility company or of manholes on plant premises which should be kept in dry or reasonably dry conditions.
- (d) All service laterals, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer.
- (e) The Company may refuse to connect with any piping system or furnish wastewater collection, treatment and/or disposal through an existing service lateral if such system or lateral is not properly installed or maintained.
- (f) The discharge of any prohibited substance listed in the Wastewater Control Regulations of this tariff into the Company wastewater collection system is prohibited and can result in termination of service.

2. **Discharges:** No person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:

- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
- (b) Wastes having a temperature in excess of 120 degrees F. or less than 20 degrees F.
- (c) Washes having a pH lower than 6.0 or higher than 9.0 and/or having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.

- (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
- (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous materials of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- (g) Wastes containing soluble substances in such concentration as to cause the specific gravity to be greater than 1.1.
- (h) Wastes containing any of the following substances in concentration exceeding those shown in the following table as measures by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00 mg/l
Cyanides as CN	0.00 “
Cyanates as CNO	0.00 “
C.B.O.D. (5 day)	300.00 “
Iron as Fe	3.00 “
Trivalent Chromium as CR plus three	0.05 “
Hexavalent Chromium as CR plus six	0.05 “
Nickel as Ni	0.05 “
Copper as Cu	0.50 “
Lead as Pb	0.50 “
Zinc as Zn	0.50 “
Mercury as Hg	0.00 “

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewer causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.

- (k) Wastes containing more than 10 mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewerage are system operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.
- (m) Any waste containing a toxic substance or substances in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewerage treatment works and exceed the state and/or federal requirements in respect thereof.
- (n) Any waste containing radioactive isotopes.

3. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater” as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as “Methods for Chemical Analysis of Water and Wastes,” U.S.E.P.A. 1974 or its subsequent updated version.
- (b) All measurements, tests, inspections and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, tests, inspections and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation, then the customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees or charges by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.

4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be immediately reported to the Company and said customer shall reimburse Company for the costs of such repairs.

Industrial and Commercial Service Limitations

1. Monitoring Manhole: All new industrial and commercial customers shall install, as part of their service lateral, a manhole for the purpose of monitoring any waste stream generated at the site and entering the Company's collection system. The manhole will be constructed according to Company specifications and in a manner that insures accessibility at all times.
2. Pretreatment: All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system, by requiring necessary pretreatment, and by excluding certain waste, if necessary, to protect the integrity of the Company's system.
3. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:
 - The existing wastewater treatment plant is unable to satisfactorily treat; or,
 - Is not in compliance with discharge permit standards, or,
 - Disrupts the normal functioning of the existing wastewater treatment plant; or,
 - Is more costly to treat than typical domestic wastewater; or,
 - Requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic wastewater,

then the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

4. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.

5. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
 - (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewerage structures;
 - (b) mechanical action that will destroy the sewerage structures;
 - (c) restriction of the hydraulic capacity of the sewerage structure;
 - (d) restriction of the normal inspection or maintenance of the sewerage structures;
 - (e) danger to public health and safety;
 - (f) obnoxious condition contrary to public interest; or
 - (g) chemical or biological reaction which overloads the capability of the treatment plant.

INDUSTRIAL WASTE CODE

WHEREAS, SUEZ Water Pennsylvania Inc. must insure sound and safe operation of the wastewater treatment plants and sewer collection system; and

WHEREAS, the Federal Clean Water Act (the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1251, et. seq. as amended by the Clean Water Act of 1977, Pub. L95-217) requires that the Utility prevent the introduction of pollutants into its wastewater system which will interfere with the operation of the system or contaminate the resulting sludge; and

WHEREAS, the Federal Clean Water Act requires that the Utility prevent the introduction of pollutants into its wastewater system which will pass through the system, inadequately treated, into receiving waters of the atmosphere or otherwise be incompatible with the system.

NOW THEREFORE, SUEZ Water Pennsylvania Inc. promulgates these Wastewater Control Regulations to enhance the quality of life and to promote the health and general welfare of the citizens of Pennsylvania.

Section 1. Title. This Rule shall be known as the Industrial Waste Code of SUEZ Water Pennsylvania Inc. of Harrisburg, Pennsylvania.

Section 2. Purposes.

The purpose of these regulations are:

- (a) To set forth uniform requirements for direct and indirect contributors to the wastewater collection and treatment system owned and operated by SUEZ Water Pennsylvania Inc. ("SWPA") and to enable it to comply with all applicable state and federal laws required by the Clean Water Act of 1977, as amended, and the General Pretreatment Regulations (40 CFR Part 403).
- (b) To prevent the introduction of pollutants into SWPA's wastewater system which will:
 - (1) interfere with the operation of the system;
 - (2) contaminate the resulting sludge;
 - (3) cause the wastewater system to violate its NPDES discharge permits;
 - (4) pass through the system, inadequately treated, into receiving waters or the atmosphere;
 - (5) be otherwise incompatible with the system.

Section 3. Definitions.

- (a) **B.O.D.** “BOD” (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter by Standard Methods Procedure in five days at twenty degrees centigrade expressed in milligrams per liter (mg/l).
- (b) **C.O.D.** “COD” (denoting chemical oxygen demand) is a measure of the oxygen-consuming capacity of organic and inorganic matter present in wastewater as milligrams per liter (mg/l), by Standard Methods Procedure.
- (c) **Normal Domestic Wastewater:** “Normal Domestic Wastewater” shall mean the liquid and water-carried wastes normally discharged from the sanitary systems of buildings (including apartment houses and hotels), office buildings, factories and institutions free from storm water, surface water and industrial wastes. Normal domestic wastewater shall mean “normal” for facilities of SUEZ Water Pennsylvania.
- (d) **Garbage:** “Garbage” shall mean solid wastes from the preparation, cooking and dispensing of food, and from the handling, storing and sale of produce.
- (e) **Industrial Liquid Wastes:** “Industrial Liquid Wastes” shall mean all water-carried solids, liquids or gaseous wastes resulting from any industrial, manufacturing or food processing operation or process, or from the development of any natural resource, or any mixture of these with water or domestic sewage as distinct from normal domestic sewage. Industrial manufacturing processes shall include, but are not limited to: ordinance and accessories; food and allied products; tobacco manufacturers, textile mill products; apparel and other finished products made from fabrics and similar materials; lumber and wood products except furniture; furniture and fixtures; printing, publishing, and allied industries; chemicals and allied products; petroleum refining and related industries; rubber and miscellaneous plastics products; leather and leather products; stone, clay, glass and concrete products; primary metal industries; fabricated metal products, except ordinance, machinery and transportation equipment; machinery, except electrical; electrical machinery, equipment and supplies; transportation equipment; professional, scientific and controlling instruments; photographic and optical goods; watches and clocks; miscellaneous manufacturing industries.
- (f) **Interference With Any Wastewater Facility:** “Interference With Any Wastewater Treatment Process” shall mean any condition or combination of conditions which cause the inhibition, disruption or degradation of the operational efficiency of a wastewater facility and may contribute to a violation of any requirements of SWPA’s NPDES permits.

- (g) **Trap:** “Trap” is a device for retaining sand, silt, grit, mineral material, petroleum solvent, grease or oil by gravity-differential separation from wastewater and of a design and capacity approved by SUEZ Water Pennsylvania Inc.
- (h) **Pass through:** A discharge which exits the wastewater treatment plant to the receiving stream or its atmosphere in quantities or concentrations which alone or in conjunction with other discharges is a cause of a violation of any requirement of SWPA’s NPDES permit or violation of any air emission standard set by the Clean Air Act, State or local rules and regulations governing emissions to the air (including an increase in the magnitude or duration of a violation).
- (i) **Person:** Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns.
- (j) **PH:** “pH” shall mean the logarithm (base 10) of the reciprocal of the hydrogen ion concentration of a solution.
- (k) **Pollutant:** Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, industrial, municipal, and agricultural waste or any other contaminant discharge into water.
- (l) **Pretreatment:** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the sewage collection system. The reduction, elimination or alteration can be obtained by physical, chemical or biological processes, process changes, or other means, except as prohibited by 40 CFR Section 403.6(d).
- (m) **Public Sewer:** “Public Sewer” shall mean a sewer in which all owners of abutting properties shall have equal rights, and is controlled by public authority.
- (n) **Sanitary Sewer:** “Sanitary Sewer” shall mean the public sewer portion of a wastewater facility which transports wastewater and to which storm, surface and ground water are not intentionally admitted.
- (o) **Suspended Solids:** “Suspended Solids” means those solids which remain in solution during a preselected period of time as expressed in milligrams per liter of sample.

- (p) **Standard Methods:** “Standard Methods” shall mean the laboratory procedures set forth in the latest edition, at the time of analysis, of “Standard Methods for the Examination of Water and Wastewater” as prepared, approved and published jointly by the “American Public Health Association,” “American Water Works Association,” and the “Water Pollution Control Federation.”
- (q) **Storm Sewer:** “Storm Sewer” shall mean a sewer which carries storm and surface waters and drainage, but excludes wastewater and polluted industrial wastes.
- (r) **Toxic Pollutant:** “Toxic pollutant” means water contaminant or combination of water contaminants in concentration(s) which, upon exposure, ingestion, or assimilation either directly from the environment or indirectly by ingestion through food chains, will unreasonably threaten to injure human health, or the health of animals or plants which are commonly hatched, bred, cultivated or protected for use by man for food or economic benefit. As used in this definition injuries to health include death, histopathologic change, clinical symptoms of disease, behavioral abnormalities, genetic mutation, physiological malfunctions or physical deformations in such organisms or their offspring. In order to be considered a toxic pollutant, a contaminant must be one or a combination of the potential toxic pollutants referred to in Section 5(f) of this Rule and be at a concentration shown by scientific information currently available to the public to have potential for causing one or more of the effects listed above.
- (s) **Unpolluted Process Water:** “Unpolluted Process Water” shall mean any water or waste containing none of the following: Free or emulsified grease or oil; acid or alkali, phenols or other substances in suspension, colloidal state or solution, and noxious or odorous gases.
- (t) **Wastewater:** “Wastewater” shall mean the used water of a community. Such used water may be a combination of the liquid and solid water-carried wastes from residences, commercial buildings, industrial plants and institutions.
- (u) **Wastewater Facilities:** “Wastewater Facilities” shall mean the structures, equipment and processes required to collect, transport and treat domestic and industrial wastes and dispose of the effluent.
- (v) **Wastewater Treatment Works:** “Wastewater Treatment Works” shall mean an arrangement of devices and structures for treating wastewater, industrial wastes and sludge; sometimes used as synonyms for waste treatment plant or wastewater treatment plant.

Section 4. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

Section 5. No person shall discharge or cause to be discharged any of the following described liquids or wastes to any public sewers:

- (a) any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- (b) any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with or pass through any wastewater facility, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment works, including but not limited to cyanides in excess of two (2) mg/l as CN in the wastes as discharged to the public sewer.
- (c) any persistent pesticides or herbicides, such as dieldrin, aldrin, chlordane, endrin, heptachlor, toxaphene, lindane, and BAC, or other toxic refractory organic chemicals.
- (d) any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater facility.
- (e) solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facility such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feather, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk, containers, etc., either whole or ground by garbage grinders.
- (f) any liquid or wastes from nonresidential point source discharges to SUEZ Water Pennsylvania's sewerage system that will cause the Company to fail any toxicity tests or priority pollutant scans as defined and required by SWPA's NPDES discharge permits.

Section 6. No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of SUEZ Water Pennsylvania Inc. that such wastes can harm the wastewater facility or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, SUEZ Water Pennsylvania Inc. will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature and capacity of the wastewater facility, degree of treatability of wastes in the wastewater treatment works and other pertinent factors. The substances which must be considered include, but are not limited to, the following:

- (a) any liquid or vapor having a temperature higher than one hundred fifty (150)°F (65°C) at the service connection to the system.
- (b) any water or waste containing fats, grease, wax or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32)°F and one hundred fifty (150)°F, (0° and 65°C).
- (c) any garbage that has not been properly shredded. The installation and operation of any garbage grinder larger than those normally manufactured and sold for residential and noncommercial use will not be installed without specific review and approval by SUEZ Water Pennsylvania Inc.
- (d) any whole blood, paunch manure, hair, fleshings or entrails.
- (e) any waters or wastes containing strong acid, iron pickling, wastes, or concentrated plating solutions cannot be discharged to the wastewater facility unless neutralized and approved by SUEZ Water Pennsylvania Inc. for discharge.
- (f) any waters or wastes containing reducing substances of an organic or inorganic nature, toxic or nontoxic, which exert an immediate chlorine demand cannot be discharged into the wastewater facility if discharge of such agents will prevent the achievement of an adequate chlorine residual in the effluent of the wastewater treatment works.
- (g) any waters or wastes containing phenols or other taste or odor producing substances, in concentration exceeding limits established by SUEZ Water Pennsylvania Inc., after treatment of the composite sewage, to meet the requirements for such discharge to the receiving waters.
- (h) any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established by SUEZ Water Pennsylvania Inc., in compliance with applicable State and Federal regulations.
- (i) any waters or wastes having a pH in excess of 9.5.
- (j) materials which exert or cause:
 - (1) unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

- (2) excessive discoloration (such as, but limited to, dye wastes and vegetable tanning solutions).
 - (3) unusual chemical oxygen demand, or biochemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works.
 - (4) slugs or shocks constituting an unusual volume of flow or concentration of wastes which will disturb the normal functioning of the sewer treatment works.
- (k) waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment works employed, or are amenable to treatment only to such degree that the effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.
- (l) any waters or waste discharges that collectively with other discharges contain concentrations of metal which cause the treated effluent discharge from the SUEZ Water Pennsylvania Inc. Wastewater Treatment Plants to exceed the values listed below:

arsenic	0.05 mg/l
barium	1.00 mg/l
boron	0.75 mg/l
cadmium	0.01 mg/l
chromium (total)	0.01 mg/l
copper	0.01 mg/l
lead	0.05 mg/l
manganese	0.10 mg/l
mercury	0.001mg/l
molybdenum	0.01 mg/l
nickel	0.10 mg/l
selenium	0.01 mg/l
silver	0.05 mg/l
zinc	0.50 mg/l

- a. The concentration of metals specified in this Rule must not be interpreted to mean that only dilution of metal wastes constitutes an acceptable manner of disposal.
- b. The dilution of the water or wastes of any nonresidential point source which would reduce the concentration of any of the aforesaid metals in the waters or waste discharges does not constitute a manner of disposal which is acceptable.

- c. If the Federal Environmental Protection Agency develops heavy metal limitations for a discharger into a publicly owned treatment works, the limitations established for this subsection shall correspond to the revised Environmental Protection Agency heavy metal limitation.

Section 7. If any water or wastes are discharged, or are proposed to be discharged to the public sewer and said waters or wastes contain substances or possess characteristics which, in the judgement of SUEZ Water Pennsylvania Inc., may have a deleterious effect upon the wastewater facilities, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, SUEZ Water Pennsylvania Inc., may:

- (a) reject the wastes,
- (b) require pretreatment to an acceptable condition for discharge to the public sewer, or,
- (c) require control over the quantities and rates of discharge into the sewage system.

If SUEZ Water Pennsylvania Inc. permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of SUEZ Water Pennsylvania Inc., and subject to the requirements of all applicable codes, ordinances and laws.

Section 8. Testing of an industrial waste may be performed twice a year or when found necessary by SUEZ Water Pennsylvania Inc. The person discharging the waste shall be liable for payment of all costs arising from the testing of the industrial waste.

Section 9. Grease, oil and sand traps shall be provided when, in the opinion of SUEZ Water Pennsylvania Inc., they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such traps shall not be required for private living quarters or dwelling units. All traps shall be of a type and capacity approved by SUEZ Water Pennsylvania Inc., and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil traps shall be installed in all new filling stations, garages, restaurants and other new facilities wherein heavy discharge of grease and oil is to be expected.

Section 10. Where preliminary treatment or flow-equalizing facilities are provided for any industrial liquid wastes, they shall be maintained continuously in satisfactory and effective operating condition by the owner at his expense.

Section 11. When required by SUEZ Water Pennsylvania Inc., the owner of property serviced by a building and discharging industrial liquid wastes shall install a suitable control manhole together with such necessary meters and other

appurtenances in the building's sewer system to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, constructed in such a manner as to prevent infiltration of ground and surface waters, and should be constructed in accordance with plans approved by SUEZ Water Pennsylvania Inc. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

Section 12. All measurements, tests, and analyses of the characteristics of waters and wastes shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published jointly by the American Public Health Association and American Water Works Association and the Water Pollution Control Federation, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. The control manhole shall be located so that sampling of the industrial waste will be performed before being discharged into the public sewer system.

Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the wastewater works and to determine the existence of hazards to life, limb and property. (The particular analysis involved will determine whether a twenty-four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, COD, BOD, and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas pH's are determined from periodic grab samples.)

RULES AND REGULATIONS

APPLICATION FOR SERVICE:

GENERAL PROVISIONS:

- (1) The application and these rules and regulations constitute the contract between the customer and the Company and each customer, by the delivery of wastewater, agrees to be bound thereby. The use of wastewater services by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in the customer's application and service contract.
- (2) Service connection will be made, and wastewater service will be furnished upon written application by the prospective customer (or a properly authorized agent), on a form prepared by the Company for this purpose, and after approval of such application by the Company. The application for service shall state clearly the class, scope and type of use to be made of the service, as well as the purpose for which it will be used. Service shall only be furnished after a meter has been properly installed by the Company.
- (3) Before an application for service shall be accepted by the Company, the Company shall determine that a wastewater main does exist in the public street area or on a private right-of-way along or through the property to be served, and that said wastewater main must extend across the total frontage of the deeded property.
- (4) When an extension to serve is required or requested, such extension will be made under the terms of a "Water Main Extension Agreement ", as hereinafter set forth. The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service.
- (5) Should it be necessary, in the Company's opinion, to extend beyond the last lot in a street in order to connect to an existing main so as to provide more adequate and reliable service, this additional extension shall be part of the total main extension whenever the last lot in the street does not exceed 150 feet. All estimated or actual cost figures referred to in the "Wastewater Main Extension Agreement" shall include a reasonable allowance for overhead costs. The main extension shall conform to the requirements of the Department of Environmental Protection which concern sanitation.
- (6) "Customer service lateral" shall mean a pipe with appurtenances used to conduct wastewater to a collection main of the Company to the premises. All service laterals from the main to the premises shall be approved by the Company as to size, kind of pipe and installation, and shall be installed and kept in good repair by the customer at its expense.

- (7) A customer service lateral serving a premise shall not pass through or across any premises or property other than that to be supplied, whether or not an easement has been obtained, and no wastewater pipes or sanitary plumbing in any premises shall be extended therefrom to adjacent or other premises. A customer service lateral shall not be connected to any type of plumbing not specifically designed for the conveyance of sanitary wastewater. Only Customers owning property in fee which directly abuts a street wherein there is an existing main of the Company will be permitted to attach a customer service lateral to the Company's main for the purpose of delivering wastewater thereto. It is understood that such property owned in fee by said prospective Customer shall be a complete standard building lot which complies with the existing zoning laws and regulations of the municipality in which such property is located. It is further understood that if such property owned in fee by a Customer is subsequently sold, the purchaser of such property will be entitled to receive wastewater service upon compliance with all of the provisions of this tariff, but that the seller of such property shall only be entitled to continue to receive service if such seller complies with all of the provisions of this tariff.
- (8) A new application must be made to, and approved by, the Company upon any change in the identity of the customer at a property, or in the service as described in the application, and the Company may discontinue the wastewater service until such new application has been made and approved.
- (9) Each application for service shall be made in conformity with the provisions of this tariff.
- (10) The Company, in its discretion, and with the agreement of the applicant, may enter into a Wastewater Main Extension Agreement with alternative terms and conditions for funding of extensions if the Company concludes that the extension will provide a reasonable return on investment or otherwise is in the long term interest of its customers.
- (11) These provisions shall not be construed to apply to an extension, or portion thereof, undertaken for general system improvement or to connect any wastewater company or municipally-owned system acquired by the Company to the Company's collection system.

Wastewater Main Extension for an Applicant:

1. An Applicant who requests a line extension shall execute a Wastewater Main Extension Agreement. The cost of such wastewater main extension shall be estimated and shown in the Preliminary Memorandum. A Master Agreement may be executed for extensions that are to be made in phases over a period of time. A separate Agreement and payment of a separate Customer Advance shall be made with each phase.
2. The Preliminary Memorandum shall include a fee for the company's administrative, engineering and inspection costs to be paid by the Applicant. The company's construction overhead costs which relate to its administrative, engineering and inspection expenses will be expressed as a percentage of the total construction costs. The construction overhead percentage rate is applied to the applicant's estimated and final cost of construction and is intended to offset the administrative, engineering and inspection costs that are incurred by the company as a result of the project.
3. The Applicant shall be required to install the wastewater main, service laterals and appurtenances through a pre-qualified contractor retained by the applicant and to pay all costs related thereto. The Company shall supply the applicant with a list of Company approved contractors. At the sole discretion of the Company, the Company may undertake construction of all or part of the facilities otherwise subject to this section, in which event the Applicant will retain financial responsibility for the installation of mains, service laterals and appurtenances as specified.
4. All construction costs, whether initially incurred by the applicant or the Company, related to the main extension shall be the responsibility of the Applicant.
5. Mains, service laterals and appurtenance installation work shall be performed in accordance with the specifications and conditions of the Company.
6. All costs of materials, installations, permits, inspections and the company's construction overhead costs required to serve the Applicant's property shall be the responsibility of the Applicant. The Applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company, for all mains, service laterals and appurtenances required to serve the project.
7. Any construction involving pre-existing facilities of the Company including, but not limited to, relocation of existing facilities and connections of mains or service laterals with existing facilities shall be the responsibility of the Applicant.

8. The Applicant's estimate of the cost of construction must be acceptable to the Company. Estimates which appear to be inaccurate may be rejected by the Company.
9. The Applicant shall obtain all necessary permits from federal, state and local authorities. If any of these authorities require the Company to obtain such permits, the Company shall apply for the permits.
10. All construction shall be subject to inspection by Company personnel. No trenches shall be backfilled prior to approval from company inspectors.
11. The Applicant shall supply the company with an accurate "as built" set of plans for the construction project. This "as built" set of plans shall be created on the version of AUTO CAD which is compatible with the Company's version of AUTO CAD. The plans shall be submitted on 3 1/2" DSHD disks in the DWG format and shall be readable without the use of .DXF files. The plans shall contain coordinate geometry of the property or development roadways and/or lot layout, lot numbers, street addresses, street names, section, township and range information and locations of all mains, pipelines, service laterals and manholes referenced from a fixed point, i.e. property corners and centerline of roadway intersections. Roadway stations are not acceptable for "as built" information. The properties of entities cannot be changed. The Applicant's Engineer of Record shall provide a letter certifying the "as built" information to be correct. A scanned reproduction will not be accepted as an original disk file.
12. The Company, in its sole discretion, will not accept ownership of the mains or service laterals or provide wastewater service to any metered connection therefrom until the Company determines: (1) that all construction related to installation of mains and service laterals is properly completed, (2) that the facilities are acceptable for public service, (3) that all company costs have been paid, (4) that a proper accounting of the construction costs has been provided to the Company, and (5) that the Company has received the "as built" plans as specified in Paragraph 12 above.
13. Following completion of the construction of facilities, ownership of all mains, service laterals and appurtenances shall be transferred to the Company, at no cost to the Company and free and clear of any liens.
14. At the time of transfer of ownership of the facilities to the Company, the Company shall be provided, at no cost to the Company, appropriate rights of way to provide future access for repair, maintenance, replacement or other related reasons.

15. Upon completion of the installation of the extension, a final memorandum shall be prepared and completed by the Applicant and signed by both parties showing the actual costs and the Company construction overhead costs.
16. The Applicant shall warrant and be responsible for all maintenance of facilities constructed by the Applicant and holds the Company harmless against all costs, expenses and losses, including, without limitation, incidental and consequential damages resulting from any defects in the facilities, including, without limitation, defects in material and workmanship, which are discovered or arise within a two (2) year period following the transfer of ownership of the facilities to the company. As security for the Applicant's performance of its representation and warranty, simultaneously with the conveyance of the facilities to the Company, the Applicant shall deliver to the Company an executed contract bond in form and substance satisfactory to the Company in the amount of twenty five percent (25%) of the total cost of the extension. The contract bond shall have as the surety thereon such surety company, acceptable to the Company, as is authorized to write bonds of such character and amount under the laws of the Commonwealth of Pennsylvania. The attorney-in-fact, or other officer who signs a contract bond for a surety company, must file with such bond a certified copy of his power of attorney authorizing him to do so. Subject to the approval of the Company, the Applicant may elect to deliver to the Company a contract bond in compliance with all requirements herein and in a form acceptable to the Company, from the Applicant's contractors as the principal with the Applicant and the Company as co-obligees. The contract bond shall remain in force for two (2) years following the date of the transfer of ownership of the facilities to the Company, as defined herein. Once the Company is aware of a defect in the facilities, the Applicant will be notified of the defect within ten (10) days. If the Applicant fails to make or commence timely repairs or replacements of any defects in the facilities discovered or arising within said two (2) year period, the Applicant or his surety shall be liable to the Company for all costs arising therefrom. All documents referred to in or required by this paragraph shall be a form acceptable to the Company.

Wastewater Main Extension Agreement

C.E.A. No. _____

THIS AGREEMENT, made this ____ day of (MONTH), (YEAR) by and between (hereinafter called the "APPLICANT"), and SUEZ Water Pennsylvania Inc., a Pennsylvania Corporation, (hereinafter called The "COMPANY").

WHEREAS, the Applicant has requested the Company to extend its wastewater mains to service areas or property, the dimensions and locations of which do fully and accurately appear on a certain plan attached to this agreement, made a part hereof and marked Exhibit "A"; and

WHEREAS, the Applicant is willing and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the parties, intending to be legally bound hereby, mutually promise, covenant and agree as follows:

- (1) Prior to the execution of this Agreement, the Applicant hereby agrees to give to the Company, a written estimated cost for the wastewater main extension including mains, service laterals, manholes and other appurtenances. In addition the applicant hereby agrees to deposit with the Company an amount in cash equal to the company's construction overhead percentage rate of the total Estimated Cost of the wastewater main extension and any additional facilities. The Applicant also hereby agrees that the installation and materials selected for the extension shall conform to the Company's specifications.
- (2) The Estimated Cost shall be the estimated cost of the extension, including the mains, service laterals, manholes and the estimated cost of any other facilities which the Company shall have decided are required to render adequate service. Costs for all facilities are Contributions in Aid of Construction which shall not be subject to refund.
- (3) Prior to the execution of this Agreement, a Preliminary memorandum in the form attached to this agreement shall be prepared by the Applicant and signed by both parties showing the estimated cost and deposit required in accordance with the foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached to this agreement shall be prepared by the Applicant and signed by both parties showing the actual cost and the company's construction overhead costs on the same calculation as set forth above but by using the actual cost of the extension including the mains, service laterals, manholes and

other appurtenances. If the required company's actual construction overhead costs shown to be due on the final memorandum differs from the estimated construction overhead costs shown on the preliminary memorandum, then the construction overhead costs will be adjusted. The Applicant will deposit any additional amount shown to be due, without interest within 30 days of notification of said adjustment, or the company will refund to the applicant any excess amount shown to have been deposited without interest, it being the intent of this agreement that the company's construction overhead costs shall be based on actual installation costs. Failure to make any such additional deposit may result in wastewater service being refused or discontinued subject to Pennsylvania Public Utility Commission regulations.

- (4) The Applicant, upon receipt of the signed agreement and the Company approved estimated amount for the wastewater main extension, will begin the installation of the wastewater main extension, together with the necessary service laterals, manholes, fittings and other appurtenances, all to be installed by a Contractor approved by the Company at locations and places more fully and completely described on attached Exhibit "A".
- (5) The Company agrees that the above wastewater main extension shall be as described in the attached Exhibit "A". The customer's service lines shall be of such sizes and in such locations as shall be agreed to by the Company and shall terminate immediately inside the curb line or at the limits of private rights-of-way.
- (6) The Applicant covenants and agrees that the Applicant will indemnify the Company against any and all loss or damage which the Company may suffer as a result of any damage to its wastewater mains, service laterals, or manholes by the Applicant, Applicant's employees, agents, servants, workmen or any contractors or subcontractors employed by the Applicant: (a) in the development of and construction upon the lots or properties abutting upon the streets or rights-of-way in which wastewater mains are to be constructed pursuant to this agreement; or, (b) in the construction of the wastewater facilities pursuant to this agreement.
- (7) The Applicant covenants and agrees that the Applicant will secure, at Applicant's sole cost and expense, the approval (if any be required) of the proper regulatory governmental body having jurisdiction thereof as to the established subgrades of the streets or rights-of-way in which water mains are to be installed pursuant to this agreement.

- (8) Applicant will grant to the Company an irrevocable easement, at no cost to Company, for the maintenance, operation, repair and replacement of said main extension, service laterals, manholes and appurtenances within the limits of any existing or proposed street, avenue, roadway, private property or easement area, together with right of ingress and egress thereto, in a form satisfactory to the Company and duly executed and acknowledged in proper form for recording.
- (9) It is further understood and agreed by and between the parties hereto that the Applicant's agreement to construct the said extension is subject to the Applicant obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Applicant, after prompt application and diligent effort is unable to obtain the necessary consent, order, permit or approval as aforesaid, or in the event that the Applicant is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company's sole obligation will be to repay the Applicant the amount advanced for the Company's construction overhead costs less the cost which is incurred by the Company in conjunction with the main extension and appurtenances which are the subject of this Agreement.
- (10) Applicant agrees that before the commencement of work, the Applicant will clearly mark upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said wastewater pipes are to be laid is to be finally built and that he will grade the said street, highway, or land so that it will be at all points within less than one (1') foot of the above finished grades before the work of installing the said wastewater pipes commences. Applicant shall certify compliance with this requirement by submitting a letter to the Company in the form of Appendix A, attached hereto, prior to commencement of construction. The Company, however, shall not permit the Applicant's contractor to lay pipes according to lines or grades of which the Company does not approve. And it is agreed that if, any time prior to the dedication and acceptance as a public street or highway by the governing body of any street or highway under which wastewater mains are laid in conformity with this agreement, it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Applicant. And its also agreed that the applicant shall supply the company with an accurate "as built" set of plans for the construction project.

- (11) It is agreed by Applicant that the Applicant will not build at any time hereafter on, in, or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult of access the wastewater pipes or appurtenances of the Company, or lay other pipes or conduits within four (4') feet, measured horizontally, from the said wastewater pipe except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said wastewater pipes. Provided, however, that should the Applicant wish to do so it may, at its own expense, provide a new location acceptable to the Company for the said wastewater pipes and the Applicant's contractor will then move said wastewater pipes and appurtenances to said new location, and the whole cost of such moving and altering and any expense incident thereto, shall be borne by the Applicant.
- (12) After acceptance by the Company, the wastewater main extension as hereinbefore described with the necessary manholes, connections, fittings and other appurtenances shall be the property of the Company and no charge or lien upon them shall arise as a result of the refund agreement set forth in Paragraph Fourteenth hereof. The Company shall also have the right, by virtue of its ownership of said extensions, to make any additions to or extensions to said extension in its sole and absolute discretion.
- (13) Upon the completion of the aforesaid wastewater main extension the Company, upon proper application shall provide wastewater service to customers located along said extension in accordance with the rules and regulations of its published tariff.
- (14) Refunds: Refunds shall be due to each original main line extension contract developer upon the connection of any customer exceeding the number of original prospective customers set out in the originally proposed extension. A one time refund per each additional customer shall be available for a period of ten years. During the first three years after date of the contract the one time refund shall be calculated at two times the annual revenue of the newly connected customer. For the period of four years to ten years after the date of the contract, the one time refund shall be calculated based on one year of annual revenue from the prospective customer. At no time shall the total of all refunds exceed the original cost of the main extension, excluding special facilities and appurtenances. Refunds shall be paid by the new connector to the Company. The Company shall then issue the refund to the original contractor.

- (15) It is agreed between the parties hereto that the Applicant shall execute this agreement within thirty (30) days from the date upon which this agreement is transmitted to the Applicant and that upon the failure of the Applicant to execute within the time mentioned, this agreement shall be void at the option of the Company.

- (16) This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. However, it is understood and agreed between the parties hereto that the right to receive payment of refunds under the terms hereof shall be personal to the Applicant and the same shall not be assigned either as collateral security or otherwise.

IN WITNESS WHEREOF, the Applicant has hereunto set his hand and seal and the Company upon proper authority of its Board of Directors has caused this agreement to be executed by its Vice President, all on the day and year first above written.

ATTEST:

APPLICANT:

ATTEST:

SUEZ WATER PENNSYLVANIA INC.:

Vice President

PRELIMINARY MEMORANDUM

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph First of a certain agreement in writing between the parties entered into on the ____ day of (month) , (year) for the installation by the Applicant of a certain wastewater main(s) therein described. It is, therefore, agreed and stipulated:

- (a) Estimated Cost Main(s) \$ _____
- (b) Estimated Cost of Manhole(s) \$ _____
- (c) Estimated Cost of Service Laterals \$ _____
- (d) Estimated Cost of Other Facilities \$ _____
- (e) Subtotal \$ _____
- (f) Estimated Company Construction Overhead \$ _____
- (g) Total \$ _____

This Preliminary Memorandum shall be attached to the original.

Dated:

Dated:

WITNESS:

SUEZ WATER PENNSYLVANIA INC.:

Vice President

WITNESS:

APPLICANT:

FINAL MEMORANDUM

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph First of a certain agreement in writing between the parties entered into on the ___ day of (month), (year) for the installation by the Applicant of a certain wastewater main(s) therein described. It is, therefore, agreed and stipulated:

- (a) Actual Cost Main(s) \$ _____
- (b) Actual Cost of Manhole(s) \$ _____
- (c) Actual Cost of Service Laterals \$ _____
- (d) Actual Cost of Other Facilities \$ _____
- (e) Subtotal Actual Costs \$ _____
- (f) Actual Company Construction \$ _____
- (G) Total \$ _____

This Final Memorandum shall be attached to the original.

Dated:

WITNESS:

SUEZ WATER PENNSYLVANIA INC.:

Vice President

WITNESS:

APPLICANT:

APPENDIX A

CEA DC _____

AGREEMENT DATED _____

TO: _____

FROM: _____

Regarding the installation of wastewater mains in the plan of _____ under an Agreement dated _____ we hereby certify that the subgrades have been established and that the lines and grade stakes have been installed by _____ our Engineer (Name)_____ (Phone), and that the necessary grading of the area for wastewater mains has been completed, and that all other utilities to be installed at a greater depth have been completed. Further, we hereby set forth below any changes in the official approved plan for any unusual or unexpected conditions which would affect the horizontal or vertical locations of the wastewater mains.

Date: _____

By: _____

Title: _____

Phone: _____

RULES AND REGULATIONS

SERVICE CONNECTION:

- (1) The Company will make all connections to its mains .
- (2) All service laterals from the curb or property line to the customers' premise shall be approved by the Company as to size, kind of pipe and installation, and shall be kept in good repair by the customer at his expense.
- (3) No service lateral shall be laid in the same trench or with less than four feet horizontal separation and 18 inches vertical separation from any gas pipe, water pipe, buried electric or telephone wires, or any other facility of a public service company or authority; and no line shall be laid within four feet horizontally of any open excavation vault, embankment or ditch.
- (4) All leaks in service laterals from the curb to the premises served shall be promptly repaired. On failure to make such repairs, with reasonable dispatch, the Company may discontinue the wastewater service and it will not be returned to service until repairs are completed. Residential customers will be notified in accordance with Section 56.71 of the consumer standards and billing practices for residential service.
- (5) The Company shall, in no event, be responsible for maintenance of, or for damage done by, wastewater escaping from the service lateral or any other pipe or fixture on the customer side of the property line; and the customer, at all times, shall comply with state and municipal regulations in reference thereto and shall make any changes thereon which may be required because of change of grade, relocation of mains, or otherwise.
- (6) A customer shall not use, or allow use of wastewater service through his service facilities for others or for purposes other than those covered by his application. To make service available for other purposes or character of use, a new application and contract is required.
- (7) No direct connection of pumping equipment for any proposed or cross-connection with any other piping system will be allowed unless approved in writing by the Company.
- (8) The Company may refuse to connect with any piping system or to furnish wastewater service through one already connected if such system is not properly installed or maintained.
- (9) The company has established maximum water use criteria for certain plumbing fixtures installed in all new construction or any renovation. The standard has been implemented to achieve maximum efficiency of water use which the Commission may determine is technologically feasible and economically justified.

- (a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
Water Closet	1.6 gallons/flush
Urinals	1.5 gallons/flush

- (b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

METERS:

- (1) All wastewater service will be rendered only with the installation of a meter used specifically to measure water use in any premise.
- (2) Each customer shall have a separate service lateral and meter to measure the amount of water consumed and delivered to the wastewater system.
- (3) All meters shall be furnished and installed by and remain the property of, the Company. The Company reserves the right to establish the size of meters required by each customer. Any tampering with the meter or meter seals is cause for discontinuance of service.
- (4) Meters will be maintained by the Company for ordinary wear and tear, but the customer shall be responsible to the Company for damage or loss of any meter arising out of or caused by the customer's negligence or carelessness or that of his servants, employees, members of his household, or any person upon his premises under or by his consent or sufferance. The customer shall not permit anyone except an agent of the Company or other lawfully authorized person to remove, inspect or repair the Company's meter or other property of the Company on his premises. Any meter damages accordingly will be repaired or replaced by the Company and the customer shall be billed for all labor and material charges, as specified in the Company's tariffs.
- (5) The Company reserves the right to install an encoder along with the meter. It shall be the customer's responsibility to provide unobstructed access to the encoder and the meter, Should the customer desire to fence or otherwise restrict the free access to the encoder, it shall be the customer's responsibility to compensate the Company for all costs incurred in moving the encoder to an area which is accessible.
- (6) The Customer shall notify the Company of any injury to, or of any cessation in registration of, the meter as soon as it comes to his knowledge.

METER SETTING:

- (1) The meter shall be installed inside the home or building. It shall be the responsibility of the customer to install the meter setting in a safe and readily accessible and protected location in the home or building in accordance with Company plans and specifications. The meter shall be installed at such a point as will control the entry of water supply to the premises, which location must be acceptable to the Company as most convenient for examination, reading, maintenance and/or removal of the meter.
- (2) Where, in the opinion of the Company, no suitable place is available for an inside meter installation, the Customer shall install a meter pit or vault in accordance with Company plans and specifications. The meter pit or vault shall be placed within the street or highway right-of-way at or just inside the Customer's property line, or at such other location as may be ordered by the Company.
- (3) The cover and locking device for each outside meter vault or meter box shall conform to a uniform standard established by the Company. Company approved standards include Ford Type A or Type C with a minimum lid opening of eleven and one half inches (11-1/2"). Other equivalent meter box covers may be used with Company approval. The lid shall have a locking device consisting of a pentagon nut (of standard waterworks size), and worm lock which raise the lid when the nut is turned. The lid shall be circular in shape, of cast iron or other approved material, and have a weight not exceeding ten pounds. The covers shall be of cast iron or other approved materials and matched to the lids and the meter pit opening.
- (4) For meters two (2") inches and larger, special lids and covers may be used with Company approval, providing a separate lid for the purpose of obtaining a meter reading, conforming to the above standards regarding the pentagon nut, minimum size and maximum weight is also installed. Meter pit lids shall be set flush with the surrounding surface and shall not have any obstruction overhanging the meter pit, such as shrubbery, porches or steps which would prevent reasonable ease in obtaining a meter reading or installing or replacing the meter.
- (5) For customers of the Company, an appropriately sized backflow device, as approved by the American Water Works Association, will be installed at the customer's expense on the discharge side of the meter at a point prior to the installation of any branch piping to prevent the backflow of water into the Company's meter.
- (6) In the case of meters two (2") inches and larger, the customer shall provide suitable piping and valves to by-pass the meter in order to provide uninterrupted service during testing and/or changing of the meter. All by-passes shall be valved, wired and sealed to prevent unauthorized and unmetered water use during normal periods of service. In the case of unmetered fire sprinkler systems, double check valve backflow devices on pumping connections may be permitted.

METER TESTING:

- (1) The quantity of water recorded by the meter shall be conclusive for both the customer and the Company, except when the meter has been found to be registering inaccurately or has ceased to register. In either of such cases, the meter will be promptly repaired or replaced by the Company and the quantity of water delivered shall be estimated by the average registration of the meter on previous corresponding periods.
- (2) In case of a disputed bill involving the accuracy of a meter, such meter shall be tested, upon the request of the customer, in conformity with the provisions of the rules and regulations pertaining thereto of the Pennsylvania Public Utility Commission. If the meter so tested is found to have an error in registration of four percent (4%) or more, the bills will be increased or decreased accordingly as provided by the said rules.
- (3) Each request for the testing of a meter for accuracy shall be in writing and shall be accompanied by a deposit, the amount of which shall be determined by the size of the meter as set forth in applicable rules and regulations of the Pennsylvania Public Utility Commission. If the meter so tested shall be found to have an error in registration of less than four per cent (4%), then the deposit shall be retained by the Company as compensation for such test: if the error in registration is found to be four per cent (4%) or more, then the cost of the test shall be borne by the Company and the amount of the deposit shall be returned to the customer. A report of the test shall be made to the customer.

BILLING AND PAYMENT STANDARDS:

- (1) The Company shall render a bill once every billing period to every customer in accordance with approved rate schedules.
- (2) Except as provided in this section, the Company shall render bills based on actual meter readings by company personnel.
- (3) This Section shall not apply to customers billed on a seasonal basis in accordance with terms included in the tariff of the Utility.
- (4) The Company may estimate usage of service every other billing period, as long as the Company provides each customer with the opportunity to read the meter and report the quantity of usage in lieu of such estimated bill. The resulting bills shall be based on such information provided; except for an account where it is apparent that the information is clearly erroneous.

- (i) Upon the request of the customer, the Company shall, at least annually, provide pre-addressed postcards on which the customer may note the reading. The Company shall provide additional pre-addressed postcards on request.
 - (ii) The Company may establish due dates by which such postcards must be received in order for a bill to be based upon the customer's or occupant's meter reading. If a customer's reading is not received by that due date, the Company may estimate the quantity of usage.
- (5) Limitation of Liability, If a water company has estimated bills and if the customer or occupant during the period has consumed an amount of water in excess of his normal seasonal usage because of a verified leak that could not reasonably have been detected or other unknown nonbeneficial loss of water, the customer shall not be liable for more than 150% of the average amount of water consumed for the corresponding period during the previous season.
- (6) The Company may estimate the bill of any customer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent an actual meter reading.
- (7) The Company may estimate the bill of any customer if Company personnel are unable to gain access to obtain an actual meter reading so long as:
 - (i) The Company has undertaken reasonable alternative measures to obtain a meter reading including, but not limited to, the provision of pre-addresses postcards upon which the customer may note the reading or telephone reporting of the reading, and
 - (ii) The Company, at least every six months, obtains an actual meter reading to verify the accuracy of the readings, either estimated or customer read.
- (8) Notice. The utility shall inform new customers, and annually shall inform existing customers, of their rights under this section.
- (9) Charges for other than basic service, such as meter testing fees and other special charges shall be billed separately.

DISCONTINUANCE OF SERVICE:

29. GENERAL

- (1) Any customer who is about to vacate any premises supplied with wastewater service, or who for any reason wishes to have service discontinued, shall give at least seven days notice to the Company and any non-customer occupant, specifying the date that service should be discontinued. In the absence of such notice, the customer shall be responsible for all services rendered.

- (2) In the event of discontinuance or termination of service at a residence or dwelling, the Company may transfer any unpaid balance to any new residential service account of the same customer.
- (3) When premises of Company water customers will be unoccupied temporarily, the customer shall notify the Company in writing, and the water will be turned off, the meter removed and all charges will cease from the date when water service is turned off. When the property is again occupied, the Customer shall notify the Company in writing, and the water will be turned on. No refund or allowance will be made for unoccupied property when written notice had not been given as provided above. No refund will be allowed for property unoccupied for a period less than one month. The customer will sign a new application for service before the water is turned back on.
- (4) In cases of vacancy of a customer's property, the customer must notify the Company in writing of such vacancy. The customer will become responsible for any damage to the property of the Company arising from loss through theft, freezing, water damage, injury to meter, or any other failure. The charge for damage to the Company's meter shall be the actual cost of replacement of the meter plus a reasonable fee for appropriate labor and overheads, as specified in the Company's tariffs.

30. INTERRUPTION AND DISCONTINUANCE OF SERVICE

- (A) The Company may temporarily interrupt service when and where necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety or substantial property damage, or for reasons of local, state or national emergency.
 - (1) Interruption with prior notice. When and where the Company knows in advance of the circumstances requiring the service interruption, prior notice of the cause and expected duration of the interruption shall be given to customers and occupants who may be affected.
 - (2) Interruption without prior notice. Where service must be interrupted due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible, to customers and occupants who may be affected.
 - (3) Notification Procedures. Where customers and occupants are to be notified pursuant to this Section, the Company shall take all reasonable steps, such as personal contact, phone contact, and use of the mass media, to notify affected customers and occupants of the cause and expected duration of the interruption.
 - (4) Permissible duration. Service may be interrupted for only such periods of time as are necessary to protect the health and safety of the public, to protect property, or to remedy the situation which necessitated the interruption; and service shall be resumed as soon as practicable thereafter.

- (5) The Company shall not be liable for any damage or inconvenience suffered by the customer, or for any claim for interruption in service, lessening of delivery capability, or any other cause. The Company may restrict or regulate the quantity of wastewater delivered by customers in case of excess flow or whenever the public welfare may require it.
- (B) The Company may discontinue service without prior written notice under the following circumstances:
- (1) Customer's residence. When a customer requests a discontinuance at his residence, when the customer and members of his household are the only occupants.
- (2) Other premises or dwellings:
- (i) When a customer requests discontinuance at a dwelling other than his residence; or at a single meter multi-family residence, whether or not his residence, but in either case, only under the following conditions:
- (a) The customer states in writing that the premises are unoccupied and such statement shall be on a form conspicuously bearing notice that information provided by the customer will be relied upon by the Pennsylvania Public Utility Commission in administering a system of uniform service standards for public utilities, and that any false statements are punishable criminally; or
- (b) The occupant(s) affected by the proposed cessation inform the Company orally or in writing of their consent to the discontinuation.
- (ii) Where the conditions set forth in subsection (i) of this paragraph have not been met, the customer will continue to be responsible for payment of utility bills until the Company terminates service.
- (C) Liability for Damages:
- (1) Unless an interruption of service, property damage or any other inconvenience suffered by a customer is caused by the reckless and/or willful misconduct of the Company, the total liability of the Company to a customer or other person shall not exceed \$500, even if the Company's conduct would constitute ordinary negligence.
- (2) The Company shall have no liability for loss of service, property damage or any other inconvenience suffered by a customer due an "act of God" or any situation in which the action or inaction of the Company did not contribute to the harm.
- (3) The Company may restrict or regulate the quantity of water used by customers in case of scarcity or whenever the public welfare may require it.

TERMINATION OF SERVICE

31. GROUNDS FOR TERMINATION

- (A) Utility service to any dwelling may be terminated for one or more of the following reasons:
- (1) Nonpayment of an undisputed delinquent account.
 - (2) Unreasonable refusal to permit access to meters, service connections and other property of the Utility, for the purpose of maintenance, repair or meter reading.
 - (3) Unauthorized interference with, or diversion or diversion or use of, the utility service delivered on or about the affected dwelling.
 - (4) Failure to comply with the material terms of a settlement or amortization agreement.
 - (5) Fraud or material misrepresentation of identity for the purpose of obtaining utility service.
 - (6) Tampering with meters or other utility equipment.
 - (7) Violating any tariff provisions on file with the Commission, so as to endanger the safety of any person or the integrity of the wastewater collection system of the Company.
 - (8) Water service shall be terminated for non-payment of wastewater services.
- (B) Except in emergencies, service shall not be terminated for nonpayment of charges, or for any other reason, during the following periods:
- (1) On Friday, Saturday or Sunday.
 - (2) On a bank holiday or on the day preceding a bank holiday.
 - (3) On a holiday observed by the Company or on the day preceding such holiday. A holiday observed by the Company shall mean any day on which the business office of the Company is closed to observe a legal holiday, to attend Company meetings or functions, or for any other reason.
 - (4) On a holiday observed by the Commission or on the day preceding such holiday.

- (C) Unless expressly and specifically authorized by the Commission, service shall not be terminated, nor will a termination notice be sent, for any of the following reasons:
- (1) Nonpayment for concurrent service of the same class received at a separate metering point.
 - (2) Nonpayment for a different class of service, received at the same or a different location. Service may be terminated however, when, under the Company's tariff, a change in classification is necessitated upon the completion of construction work previously billed at a different rate applicable during construction.
 - (3) Nonpayment, in whole or in part: for meter testing fees or the special charges that are not essential to delivery or metering of service.
 - (4) Nonpayment of bills for delinquent accounts of the prior customer at the same address.
 - (5) Nonpayment of, or failure to restore, a deposit applied to a delinquent account which is based all or in part on a "make-up" bill for previously unbilled utility service, resulting from: utility billing error, meter failure, leakage that could not reasonably have been detected or loss of service not caused by the customer or occupant; or two or more consecutively estimated bills, if the "make-up" bill exceeds the otherwise normal, estimated bill of 50%. This section shall not prohibit termination where the Company reviews the bill with the customer and offers to enter into an amortization agreement which may, at the customer's option, extend at least as long as the period during which the excess amount accrued; or at least as long as necessary so that the quantity of service billed in any one billing period will not be greater than the normal estimated quantity for such period plus 50%.
 - (6) noncompliance with an amortization agreement prior to the due date of the bill which forms the basis of the agreement.
 - (7) Nonpayment of charges for utility service furnished more than two years prior to the date the bill is rendered.
 - (8) Nonpayment of residential service already furnished in the name or names of persons other than the customer, unless a court, district justice or administrative agency has determined that the customer is legally obligated to pay for the service previously furnished. This section shall not affect a Company's creditor rights and remedies otherwise permitted by law.
 - (9) Nonpayment of charges calculated on the basis of estimated billings, unless the estimated bill was required because Company personnel were unable to gain access to the affected premises to obtain an actual meter reading on two occasions and have made a reasonable effort to schedule a meter reading at a time convenient to the customer or occupant.

- (10) Nonpayment of delinquent accounts which occurred over two billing period or more; which remain unpaid in whole or in part for six months; and which amount to a total delinquency of less than \$25.

32. NOTICE PROCEDURES PRIOR TO TERMINATION

- (1) Prior to a termination of service, the Company shall mail or deliver written notice to the customer at least 10 days prior to the date of the proposed termination.
- (2) A utility shall not mail or deliver a notice of termination if a notice of dispute has been filed and is unresolved, and if the subject matter of the dispute forms the grounds for the proposed termination. Any notice mailed or delivered in contravention of this section shall be void.
- (3) Except when authorized by Section 30 - Grounds for Termination, the Company shall not interrupt, discontinue or terminate service without personally contacting the customer or a responsible adult occupant at least three days prior to such interruption, discontinuance or termination, in addition to providing such other notice as specified by the Company's properly filed tariff or as required by Commission directive. For purposes of this section personal contact shall mean:
- (a) Contacting the customer or responsible adult occupant in person or by telephone; or
 - (b) Contacting another person whom the customer has designated to receive a copy of any notice of termination, other than a member or employee of the Commission; or
 - (c) If the customer has not made the designation noted in paragraph (b) of this section, contacting a community interest group or other entity, including a local police department, which previously shall have agreed to receive copy of the notice of termination and to attempt to contact the customer; or
 - (d) If the customer has not made the designation noted in paragraph (b) of this section, and there is no community interest group or other entity which previously has agreed to receive a copy of the notice of termination, contacting the Commission in writing.
- (4) Immediately preceding the termination of service, a Company employee, who may be the Company employee designated to perform the termination, shall attempt to make personnel contact with a responsible person at the customer's residence and shall attempt to make personal contact with a responsible person at the affected premises.
- (a) Termination, prohibited. If evidence is presented which indicates that payment has been made, a serious illness or medical condition exists, or a dispute or complaint is properly pending; or, if the employee is authorized to receive payment and payment in full is tendered in any reasonable manner, termination shall not occur.

- (b) Methods of payment. Payment in any reasonable manner includes payment by personal check, unless the customer within the past year has tendered a check which has been returned for insufficient funds or for which payment has been stopped.
- (5) If no prior contact has been made with a responsible adult either at the customer's residence or at the affected premises, then the employee shall not terminate service but shall conspicuously post a termination notice at the customer's residence and the affected premises advising that service will be discontinued not less than 48 hours from the time and date of posting.
- (6) When service is actually terminated, notice or a written statement which contains the address and telephone number of the Company where the customer or occupant may arrange to have service restored as well as a "medical emergency notice" form shall be conspicuously posted, or delivered to a responsible person at the customer's residence and at the affected premises.

33. PROCEDURES UPON CUSTOMER OR OCCUPANT PRIOR TO TERMINATION:

- (A) If at any time after the issuance of the initial termination notice and prior to the actual termination of service, a customer or occupant contacts the Company concerning a proposed termination, an authorized Company employee shall fully explain:
 - (1) The reasons for the proposed termination;
 - (2) All available methods for avoiding a termination, including:
 - (i) tendering payment in full or otherwise eliminating the grounds for termination, and;
 - (ii) entering into a settlement or amortization agreement;
 - (3) The customer's right to file a dispute with the utility, and, thereafter, an informal complaint with the Commission;
 - (4) The procedures for resolving disputes and informal complaints, including address and telephone number of the utility and of the nearest regional Commission office;
 - (5) The customer's duty to pay any portion of a bill which he does not honestly dispute; and
 - (6) The medical emergency procedures.

- (B) The Utility, through its employees, shall exercise good faith and fair judgment in attempting to enter a reasonable settlement or amortization agreement, or otherwise equitably resolve the matter. Factors to be taken into account when attempting to enter into a reasonable settlement or amortization agreement shall include, but not be limited to, the size of the unpaid balance, the customer's ability to pay, the customer's payment history and the length of time over which the bill accumulated.

34. USE OF TERMINATION NOTICE SOLELY AS COLLECTION DEVICE PROHIBITED.

The Company shall not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited under this tariff; notice of the intent to terminate shall be used only as a warning that service will in fact be terminated in accordance with the procedures set forth by this tariff unless the customer or occupant remedies the situation which gave rise to the Company's enforcement efforts.

CUSTOMER DEPOSITS:

35. GENERAL - The Company may require an existing customer to post a deposit only under the following circumstances:

- (1) Delinquent accounts. Whenever a customer has been delinquent, as hereinabove defined, in the payment of any two consecutive bills, or three or more bills within the preceding 12 months.
 - (i) Prior to requesting a deposit under this paragraph, the Company shall give the customer written notification of its intent to request a cash deposit if current and future bills continue to be paid after the due date.
 - (A) Notification shall clearly indicate that a deposit is not required at this time, but if bills continue to be paid after the due date then a deposit will be required.
 - (B) Notification may be mailed or delivered to the customer together with a bill for utility service.
 - (C) Notification shall set forth the address and phone number of the Company office where complaints or questions may be registered.
 - (D) A subsequent request for deposit shall clearly indicate that a customer should register any question or complaint about that matter prior to the date the deposit is due. The request shall also include the address and telephone number of the Company office where questions or complaints may be registered.

- (ii) Except in the case of adjustment to equal monthly billing plans, the Company may issue a notification or subsequent request for a deposit based in whole or in part on a delinquent account arising out of a “make-up” bill for previously unbilled error; meter failure; leakage that could not reasonably have been detected or loss of service; or two or more consecutively estimated bills, under the following conditions:
 - (A) Where a “make-up” bill exceeds the otherwise normal estimated bill by at least 50%, the Company shall review the bill with the customer and make a reasonable attempt to enter into an amortization agreement.
 - (i) The period of the amortization agreement may, at the customer’s option, extend at least as long as the period during which the excess amount accrued or at least as long as necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for such period plus 50%.
 - (ii) Compliance with an amortization agreement discharges the delinquency and a notification or request for deposit shall not thereafter be issued based on the “make-up” bill.
 - (B) Where a “make-up” bill exceeds the otherwise normal estimated bill by at least 50%, and the customer makes payment in full after the bill is delinquent but before a notification or request for deposit shall not thereafter be issued based on the “make-up” bill.
- (2) Condition for the reconnection of service. The Company may require a deposit as a condition for the reconnection of service following a termination.
- (3) Failure to comply with settlement or amortization agreement. The Company may require a deposit, whether or not service has been terminated, when a customer fails to comply with a material term or condition of a settlement or amortization agreement.
- (4) Payment period for deposits. The due date for payment of a deposit other than a deposit required as a condition for the reconnection of service under A-2 above, shall not be less than 21 days from the date of the amount due. An applicant may elect to pay any required deposits in three installments: 50% payable upon the determination by the Utility that the deposit is required, 25% payable thirty days after such determination, and 25% payable 60 days after such determination.

- (5) Whenever a customer is required to make a deposit the requirement may be required either by posting a cash deposit or becoming a member in good standing of a composite group.

36. CASH DEPOSITS:

(A) Amount -

- (1) Applicants. The Company shall not require a cash deposit from an applicant in excess of the applicant's average estimated bill for a period equal to one billing period plus one additional month's service, not to exceed four months.
- (2) Existing customers. For an existing customers, the cash deposit shall not exceed the estimated charges for service based on that customer's prior consumption for the class of service involved for a period equal to one average billing period plus one average month, not to exceed four months.

Application of Deposit:

- (1) Where a customer has paid a deposit but has failed to pay an undisputed bill, or portion of an undisputed bill, immediately prior to the termination of service to that customer, the Company shall apply that customer's deposit insofar as it is necessary to satisfy such bill and to avoid termination, and may require that the deposit be restored to its original amount. The Utility shall mail or deliver a statement showing the amount of the original cash deposit, accrued interest, the amount of any unpaid bills satisfied, and balances remaining. Said statement may be included in a termination notice.

Refund of Deposit:

- (1) Interest at the rate determined by the PUC shall be payable on all deposits without deductions for any taxes thereon.
- (2) Termination or discontinuance of service. Upon termination or discontinuance of service, the Company shall promptly apply the customer's deposit, including accrued interest, to any outstanding balance for utility service and refund the remainder to the customer.
- (3) Prompt payment of bills. After a customer has paid bills for service for 12 consecutive months without having service termination and without having paid his bill subsequent to the due date or other permissible period as stated in this tariff on more than two occasions, the utility shall refund the cash deposit, plus accrued interest, so long as the customer currently is not delinquent.

TEMPORARY SERVICE:

37. Temporary service for short-term use. The Company will require the customer to pay all costs in advance for making the service connection and removing the service equipment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. However, if such equipment is removed within four years, the customer shall be credited with the reasonable salvage which the Company will receive on discontinuance of service.
38. Where the customer is temporary he shall make application for service and advance an amount equal to an estimated gross bill for any single billing period plus one month. The customer shall pay for wastewater at the Company's metered rates and upon discontinuance of service the Company shall refund the deposit, less any wastewater charges unpaid.
39. The Company reserves the right to refuse temporary service between October 15 and April 15 to prevent freezing of lines and meters.
40. Bills for temporary wastewater service are payable and due after service is rendered and upon presentation.

EMERGENCY PROVISIONS:

41. The Company shall not terminate, or refuse to restore, service to any premises when any occupant therein is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service. Procedures set forth in Section 56.112 through 56.118 of 76 P.R.M.D. - 10 will be followed. Whenever service is restored or termination postponed pursuant to the medical emergency procedures, the customer shall retain a duty to equitably arrange to make payment on all bills.
42. TERMINATION AT ANY PREMISES OTHER THAN THE CUSTOMER RESIDENCE :
 - (1) Prior to termination of service, the Company shall notify the landlord customer of the proposed termination, in writing, by mail or hand delivery, at least 37 days before the date of termination. Said notice shall also request the names and addresses of affected tenants.
 - (2) Notify each dwelling until reasonably likely to be occupied by an affected tenant of the proposed termination, in writing, by first class mail or otherwise hand delivered, making two separate attempts at personal service, at least seven days after notice to the landlord customer and at least 30 days before the termination of service.
 - (3) Notify each dwelling unit reasonable likely to be occupied by an affected tenant of the proposed termination, in writing, by first class mail or otherwise hand delivery, making two separate attempts at personal service, at least ten days before the termination of service.

- (4) Notify the following agencies which serve the community in which the affected premises are located, in writing, at the time of delivery of notice to the tenants, of the proposed termination not less than ten days before the proposed termination of service.
 - (i) The Department of Licenses and Inspections of any city of the first class.
 - (ii) The Department of Public Safety of any city of the second class or third class.
 - (iii) The City or county Public Health Department or, in the event that such a department does not exist, the State Department of Health office responsible for that county.
- (5) Landlord Customer's Notice contents as required by paragraph (1) above.
 - (i) The reason(s) for the proposed termination.
 - (ii) The date on or after which service will be terminated.
 - (iii) The date on or after which the company will notify tenants of the proposed termination and their rights.
 - (iv) The right of the landlord customer to stay the notification of tenants by filing a complaint with the Commission disputing the right of the utility to terminate service.
- (6) Tenants' Notice contents as required by paragraph (2) and (3) above.
 - (i) The date on which the notice is rendered.
 - (ii) The date on or after which service will be terminated.
 - (iii) The circumstances under which service to the affected tenants may be continued.
 - (iv) The bill for the thirty-day period preceding the notice to the tenants.
 - (v) The statutory rights of a tenant to:
 - (a) Deduct the amount of any direct payment to the utility from any rent payments then or thereafter due.
 - (b) Protection against any retaliation by the landlord for exercising such statutory right.
 - (c) Recover money damages from the landlord for any such retaliation.

- (vi) That tenants may make payment to the utility on account of non-payment of charges by the landlord customer only by check or money order drawn by the tenant to the order of the utility.
- (vii) A telephone number at the utility and at the Commission which a tenant may call for an explanation of his/her rights.

THIRD PARTY NOTIFICATION:

43. The Company shall permit its customers to designate a consenting individual or agency which is to be sent, by the Company, a duplicate copy of all reminder notices, past due notices, delinquent account notices or termination notices of whatever kind issued by the Company. When contact with a third party is made, the Company shall advise the third party of the pending action and the efforts which must be taken to avoid termination. The Company shall institute and maintain a program:
- (1) To allow customers to designate third parties to receive copies of a customer's or group of customers' notices of termination of service:
 - (2) To advise customers of the availability of such a third party notification program and to encourage their use thereof; and
 - (3) To solicit community groups and police to accept third party notices in order to assist in preventing unnecessary terminations and protecting the public health and safety.

DISPUTES; TERMINATION DISPUTE; INFORMAL AND FORMAL COMPLAINTS:

44. Any notice of dispute, including termination disputes, shall proceed in the first instance, according to the provisions set forth in Sections 56.141 through 56.181 of 76 P.R.M.D.-10 - Consumer Standards and Billing Practice for Residential Service.

RESTORATION OF SERVICE:

45. When service to a dwelling has been terminated, the Company shall reconnect service by the end of the first full working day after receiving:
- (1) Full payment of any outstanding charges plus a reasonable reconnection fee as specified in the Company's tariff or that which may be the subject of an amortization agreement; or
 - (2) Payment of all amounts currently due according to a settlement or amortization agreement, plus a reasonable reconnection fee which may be a part of the settlement or amortization agreement; or
 - (3) Adequate assurances that any unauthorized use or practice will cease, plus full payment of the Company's reasonable reconnection fee which may be subject to an amortization agreement; and

- (4) Compliance or adequate assurance of compliance with any applicable provision for the establishment of credit, posting of deposits or guarantees.

PERSONNEL AVAILABLE TO RESTORE SERVICE:

46. The Company shall have adequate personnel available between 8:00 a.m. and 4:00 p.m. on each working day, or for the commensurate period of eight consecutive hours, to restore service when required under these Rules and Regulations.

MISCELLANEOUS:

47. Water shall not be turned on to any customer's premises by any person who is not an agent of the Company, except temporarily by a plumber, with Company approval, to enable him to test his work, provided it shall be turned off immediately after the test is made.
48. The authorized agents of the Company shall have the right of access, at all reasonable hours, to the premises supplied with water and wastewater services for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Company's business. Such agents shall carry proper credentials evidencing their employment by the Company.
49. The Pennsylvania Public Utility Commission requires the Company to obtain an actual reading on each of its meters at least once a year. Appointments to gain internal access to customers' premises will be scheduled by the Company. Appointments made during normal business hours or for other than normal business hours will be honored without charge to the customer.
50. No customer shall open or close any of the Company's valves in any public or private line.
51. No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations.
52. The Company reserves the right to alter or amend these rules and regulations in the manner provided by law.