

AQUA PENNSYLVANIA WASTEWATER, INC.

RATES AND RULES

GOVERNING THE COLLECTION

OF

WASTE WATER

IN PORTIONS OF

ADAMS, BUCKS, CARBON, CHESTER, CLARION, CLEARFIELD, DELAWARE, LACKAWANNA, LUZERNE, MONROE,
MONTGOMERY, PIKE, SCHUYLKILL, VENANGO AND WYOMING COUNTY

ISSUED: August 3, 2018

EFFECTIVE: August 6, 2018

by

Mr. Marc Lucca,
President, Aqua Pennsylvania, Inc.
762 Lancaster Avenue
Bryn Mawr, Pennsylvania 19010

NOTICE

**THIS TARIFF ESTABLISHES WASTEWATER RATES FOR THE CUSTOMERS OF
LIMERICK TOWNSHIP, MONTGOMERY COUNTY**

THIS TARIFF INCLUDES ADDITIONAL SERVICE TERRITORY FOR STONY CREEK

**IN ACCORDANCE WITH COMMISSION ORDER AT DOCKET NO. M-2018-2641242 ADOPTED AND ENTERED ON
MARCH 15, 2018, THE CURRENT RATES AND RIDERS ARE DECLARED TO BE TEMPORARY RATES PURSUANT
TO SECTION 1310(D) OF THE PUBLIC UTILITY CODE, 66 PA. C.S. § 1310(D) FOR A TRIAL PERIOD ENDING
SEPTEMBER 15, 2018.**

LIST OF CHANGES MADE BY THIS TARIFF

Changes:

This tariff makes changes to reflect the acquisition of the wastewater assets of the Limerick Township, located within a portion of Limerick Township and within a portion of the Borough of Royersford, Montgomery County, Pennsylvania and supplying wastewater service to a portion of Limerick Township, Montgomery County, Pennsylvania. Closing on the acquisition took place on July 25, 2018, with the effective date of ownership occurring at 12:01AM on July 26, 2018. This tariff change is made pursuant to the Commission's Order adopted July 12, 2018 at Docket No. A-2017-2605434.

This tariff also makes changes to reflect the inclusion of a portion of Worcester Township, Montgomery County in the Description of Territories Served on page 3A for the additional service territory in Stony Creek. This tariff change is made pursuant to the Commission's Order adopted July 12, 2018 at Docket No. A-2018-3001367.

Aqua Pennsylvania Wastewater, Inc.

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(C) Indicates Change

Aqua Pennsylvania Wastewater, Inc.

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(C) Indicates Change

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Aqua Pennsylvania Wastewater, Inc.

<u>UTILE WAS HINGTO N/VV ILLISTO W N</u> <u>WOODS DIVISION TOWNSHIPS</u>		<u>WILBAR DIVISION TO</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
E Brandywine (portion)	Chester	Rice	Luzerne
Willistown (portion)	Chester		
Westtown (portion)	Chester		
<u>PEDDLERS VIEW DIVISION TOWNSHIPS</u>		<u>DEERFIELD KNOLL TOWNSHIP</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Solebury (portion)	Bucks	Willistown	Chester
<u>EAST BRADFORD DIVISION TOWNSHIPS</u>		<u>LINKS AT GEITYSBURG TOWNSHIP</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Fast Bradford (portion)	Chester	Mount Joy	Adams
		Cumberland	Adams
<u>TWIN HILLS DIVISION TOWNSHIPS</u>		<u>CS SEWER TOWNSHIP</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
West Pikeland (portion)	Chester	Lackawaxen	Pike
<u>PLUMSOCK DIVISION TOWNSHIPS</u>		<u>THE GREENS AT PENN OAKS</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Willistown (portion)	Chester	Thornbury	Chester
<u>MEDIA DIVISION BOROUGHES</u>		<u>NEWLIN GREEN TOWNSHIP</u>	
<u>BOROUGH</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Media	Delaware	Newlin	Chester
<u>WHITE HAVEN BOROUGHES</u>		<u>NEW DALEVILLE DIVISION</u>	
<u>BOROUGH</u>	<u>COUNTY</u>	<u>TOWNSHIPS</u>	<u>COUNTY</u>
White Haven	Luzerne	Londonderry	Chester
<u>WHITE HAVEN TOWNSHIPS</u>		<u>VILLAGE AT VALLEY FORGE</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Dennison (portion)	Luzerne	Upper Merion	Montgomery
	Carbon		
East Side (portion)	Carbon		
<u>BRIDLEWOOD TOWNSHIPS</u>		<u>BEECHMOUNTAIN LAKES DIV. (Portion)</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIPS</u>	<u>COUNTY</u>
Thornbury (portion)	Chester	Butler	Luzerne
		Dennison	Luzerne
<u>PINECREST TOWNSHIPS</u>		<u>LAKE HARMONY DIVISION</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Tobyhanna (portion)	Monroe	Kidder	Carbon
<u>EAGLE ROCK TOWNSHIPS</u>		<u>TREASURE LAKE DIVISION</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Fast Union (portion)	Schuylkill	Sandy	Clearfield
North Union (portion)	Schuylkill		
Black Creek (portion)	Luzerne		
Hazle (portion)	Luzerne		
		<u>PENN TOWNSHIP</u>	
<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
		Penn	Chester

(C) Indicates Change

(C)

Aqua Pennsylvania Wastewater, Inc.

THORNHURST TOWNSHIP

<u>TOWNSHIP</u>	<u>COUNTY</u>
Lehigh	Lackawanna

BUNKER HILL SUBDIVISION

<u>TOWNSHIP</u>	<u>COUNTY</u>
Clinton	Wyoming

RIVERCREST TOWNSHIPS

<u>TOWNSHIP</u>	<u>COUNTY</u>
Tunkahannock	Wyoming
Washington	Wyoming

HONEYCROFT VILLAGE DIVISION

<u>TOWNSHIP</u>	<u>COUNTY</u>
Londonderry	Chester

TOBYHANNA TOWNSHIP

<u>TOWNSHIP</u>	<u>COUNTY</u>
Tobyhanna (portion)	Monroe

EMLENTON BOROUGH

<u>TOWNSHIP</u>	<u>COUNTY</u>
Emlenton	Venango
Richland (portion)	Venango
Richland (portion)	Venango
Salem (portion)	Venango

AVON GROVE SCHOOL DISTRICT

<u>TOWNSHIP</u>	<u>COUNTY</u>
New London (portion)	Chester
Penn (portion)	Chester

STONY CREEK TOWNSHIP DIVISION

(C)

<u>TOWNSHIP</u>	<u>COUNTY</u>
Worcester (portion)	Montgomery

LIMERICK TOWNSHIP DIVISION

(C)

<u>TOWNSHIP</u>	<u>COUNTY</u>
Limerick (portion)	Montgomery

(C) Indicates Change

Pinecrest Division _____

SCHEDULE OF RATES

Meter Service (I)

Minimum Charge - for all metered customers.

<u>Customer Charge</u>	
<u>Quarterly</u>	<u>Monthly</u>
\$ 125.85	\$ 41.95

Pinecrest Unmetered Rates:

Residential-Inside Pinecrest Development \$41.95 per month per equivalent dwelling unit

Residential-Outside Pinecrest Development \$50.00 per month per equivalent dwelling unit.

Pinecrest Commercial Agreements:

Commercial- The Pinecrest commercial contracts have not been increased in this rate filing because they are not tariff customers. The Company will negotiate escalations to the contracts separately when warranted.

(I) Indicates Increase

Aqua Pennsylvania Wastewater, Inc.

Willistown Woods Division

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers for which no minimum allowance is given. (I)

Customer Charge

Monthly

\$43.00

Consumption Charges: _____ (I)

Wastewater will be charged for at the following rates:

For water used \$3.00 / 1,000 gallons

Multiple Apartment Billing (Willistown Woods Area Only): (I)

For apartments that have multiple units and are metered through a master meter, the customer charge shall be calculated by multiplying the customer charge shown above by the number of dwelling units in the apartment being metered. There is no minimum allowance in this division. Therefore, all consumption shall be charged at the 3.00 per thousand gallon rate.

(I) Indicates Increase

Links at Gettysburg Division

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers for which no minimum allowance is given.

	<u>Customer Charge</u>	
	<u>Quarterly</u>	<u>Monthly</u>
Residential	\$132.00	\$44.00
Commercial	\$252.00	\$84.00

Consumption Charges:

Waste Water will be charged for at the following rates:

For all water used \$6.13 / 1,000 gallons

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers.

Customer
Charge
Monthly
\$ 60.00

Consumption Charges:

Waste Water will be charged for at the following rates:

For all water used \$7.66 / 1,000 gallons

Twin Hills Division

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers. (I)

Minimum Charge

Monthly

\$54.00

Consumption Charges: _____ (I)

Wastewater will be charged for at the following rates:

For all water used \$3.05 / 1,000 gallons

Plumsock Division _____

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers.

Customer
Charge
Monthly

\$ 60.00

Consumption Charges:

Wastewater will be charged for at the following rates:

For all water used

\$7.91 / 1,000 gallons

SCHEDULE OF RATES

Meter Service

Customer Charge - for all-metered-customers.

Size	Customer Charge		(I)
	Monthly (Year 1)	Monthly (Year 2)	
5/8"	\$ 14.30	\$ 15.95	
3/4"	22.50	25.00	
1"	34.50	38.00	
1 1/2"	80.25	89.00	
2"	148.50	165.00	
3"	327.50	364.00	
4"	534.50	594.00	

Consumption Charges:

Wastewater will be charged for at the following rates:

For water used in excess of the minimum allowance (Year 1) (I) \$5.20 / 1,000 gallons

For water used in excess of the minimum allowance (Year 2) (I) \$5.77/ 1,000 gallons

(I) Indicates Increase

Aqua Pennsylvania Wastewater, Inc.

White Haven Division

SCHEDULE OF RATES
White Haven Borough Metered Service (C)(t)

Residential Customers:

Customer Charge	\$41.35 per month per EDU
Consumption Charge	\$1.20 per thousand gallons
Unmetered Residential	\$41.35 per month per EDU

Commercial Customers:

Class A Charge	\$62.50 per month per unit
Class B Charge	\$37.50 per month per unit
Class C Charge	\$25 per month per unit
Class D Charge	\$41.35 per month per unit
Unmetered Commercial	\$41.35 per month per unit
Consumption Charge (Class D charge only)	\$1.20 per thousand gallons

Kidder Township Metered Service

(I)

Kidder Township **\$750.00 per year per EDU (O&M & debt service)**

Municipal Service Contracts

Dennison Township East	\$240.00 per year per EDU (O&M fee only)
Side Borough Penn Lake	\$352.00 per year per EDU (O&M fee & debt service)
Park Borough Foster	\$240.00 per year per EDU (O&M fee only)
Township	\$348.00 per year per EDU (O&M fee only)

Please note that the municipal service contracts will be negotiated separately with the municipalities at the appropriate time,

(C) Indicates Change
(I) Indicates Increase

Bridlewood Division

SCHEDULE OF RATES

Metered Rate Service

Residential Customers:

Customer Charge-Single Family Homes	\$36.00 per month
Customer Charge-Townhomes	\$31.00 per month

Commercial Customers:

Customer Charge-Apartment Complex	\$8,344.00 per month
Customer Charge-Children's World Daycare	\$262.00 per month

Consumption Charge: Residential customers \$1.52 per thousand gallons

SCHEDULE OF RATES

Metered Service

(C)(I)

All Residential metered customers.

		Customer Charge <u>Monthly</u>
Step 1:	Residential	\$32.25 per month per EDU
	Consumption Charge	\$1.20 per thousand gallons
Step 2:	Residential	\$35.50 per month per EDU
	Consumption Charge	\$1.20 per thousand gallons

Commercial metered Customers.

		Customer Charge <u>Monthly</u>
Step 1:	Eagle Rock Inn Eagle	\$516 per month
	Rock Lodge Eagle	\$161.25 per month
	Rock Clubhouse Other	\$129 per month
	Commercial	\$32.25 per month per EDU
	Consumption Charge	\$1.20 per thousand gallons
Step 2:	Eagle Rock Inn Eagle	\$568 per month
	Rock Lodge Eagle	\$177.50 per month
	Rock Clubhouse Other	\$142 per month
	Commercial	\$35.50 per month per EDU
	Consumption Charge	\$1.20 per thousand gallons

(I) Indicates Increase

SCHEDULE OF RATES

Metered Service (C)(I)

Residential & Non-Residential Customers:

Step 1: Customer Charge \$36.00 per month per EDU
 Consumption Charge \$.60 per thousand gallons

Step 2: Customer Charge \$46.75 per month per EDU
 Consumption Charge \$1.20 per thousand gallons

Clubhouse or other building Based on peak flow usage converted to an EDU basis

Unmetered Service

Lot with no building \$20.00 per quarter
 Residential \$36.00 per month

Note: In the event that two or more contiguous lots are merged in a deed into one lot under common ownership, the property owner shall be charged for one lot charge if the lot is vacant, or for no lot charge if a house has been established as a regular customer on the lot.

(C) Indicates Change
 (I) Indicates Increase

Aqua Pennsylvania Wastewater, Inc.
Rivercrest Division

SUPPLEMENT NO. 86 SEWER -
P.A.P.U.C. NO. 1 THIRD REVISED
PAGE NO. 10D CANCELING
SECOND REVISED PAGE NO. 10D

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers. (I)

Minimum Charge
Quarterly Monthly

\$ 81.00 \$ 27.00

Consumption Charges: (I)

Wastewater will be charged for at the following rates:

For all water used \$5.02 / 1,000 gallons

Aqua Pennsylvania Wastewater. Inc.

SCHEDULE OF RATES

Meter Service

Minimum Charge - for all Residential metered customers.

	Customer Charge <u>Monthly</u>
Residential	\$74.00

Consumption Charges:

Wastewater will be charged for at the following rates:

For all water used \$5.70 / 1,000 gallons

Contract with East Brandywine Township Water & Sewer Authority (EBTWSA)

The EBTWSA owns its collection system and bills its customers independently. Little Wastewater Wastewater Company bills EBTWSA for the use of its wastewater treatment plant at the following rate: \$7.74 per thousand gallons (I)

(I) Indicates Increase

SCHEDULE OF RATES

Metered Service

(C)(I)

All Residential metered customers.

		Customer Charge <u>Monthly</u>
Step 1:	Residential	\$36.00 per EDU
	Consumption Charge	\$.60 per thousand gallons
Step 2:	Residential	\$44.00 per EDU
	Consumption Charge	\$1.20 per thousand gallons

Note: The number of equivalent dwelling units (EDUs) to be billed for Non-Residential connections is determined by dividing the peak daily usage, based on measurements or reasonable estimates, by 230 gallons.

(C) Indicates Change
(I) Indicates Increase

SCHEDULE OF RATES

Metered Service

Metered Rate Charge-- for all Residential-metered-customers---

Customer Charge:

Monthly

Residential

\$45.00

Consumption Charge:

For all consumption

\$3.37 per thousand gallons

SCHEDULE OF RATES

Unmetered Service

Residential Service:

Customer Charge \$26.96 per month (I)

Apartment Service:

Customer Charge per equivalent dwelling unit \$26.96 per month (I) as specified by the Department of Environmental Protection at 25 PA Code Section 73.17

Commercial Service:

Customer Charge per equivalent dwelling unit \$26.96 per month (I) as specified by the Department of Environmental Protection at 25 PA Code Section 73.17

Consumption Charge:

For all consumption \$.50 per thousand gallons (C) (I)

Residential Availability Service:

Flat Rate \$6.00 per month

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers for which no minimum allowance is given. (I)

Customer Charge

Monthly

\$54.00

Consumption Charges:

Waste Water will be charged for at the following rates:

For all water used \$5.05 / 1,000 gallons (I)

(I) Indicates Increase

The Greens at Penn Oaks Division

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers.

Minimum Charge

Monthly

Per EDU \$93.25 (I)

Consumption Charges:

Wastewater will be charged for at the following rates:

For all water used \$3.75 / 1,000 gallons (I)

Note that all Residential customers will be charged the customer charge based on one (1) EDU. When the service to the clubhouse is made, billing for the clubhouse will be based on five (5) EDUs. There are no other non-Residential customers served in this rate division. Should there be occasion in the future to serve other non-Residential customers, an equivalent EDU factor will be required to be determined.

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers.

Minimum Charge
Monthly

Per EDU \$ 110.00 (I)

Consumption Charges:

Wastewater will be charged for at the following rates:

For all water used \$7.50 / 1,000 gallons (I)

Note that all Residential customers will be charged the customer charge based on one (1) EDU. There are no non-Residential customers served in this rate division at the present time. Should there be occasion in the future to serve other non-Residential customers, an equivalent EDU factor will be required to be determined.

Woodloch Springs Division

SCHEDULE OF RATES

Metered Service

(C)(I)

All Residential metered customers.

Customer
 Charge
Monthly

Residential	\$47.00 per month per EDU
Consumption Charge	\$1.20 per thousand gallons
Unmetered Residential	\$47.00 per month per EDU
Commercial:	
Woodloch Springs Clubhouse Facilities	\$282.21 per month
Other Commercial Charge	\$47.00 per month per EDU
Unmetered Residential	\$47.00 per month per EDU
Consumption Charge	\$1.20 per thousand gallons

Note: The number of equivalent dwelling units (EDUs) to be billed for Non-Residential connections is determined by dividing the peak daily usage, based on measurements or reasonable estimates, by 230 gallons.

(C) Indicates Change
(I) Indicates Increase

Stony Creek Division

SCHEDULE OF RATES

Metered Service

All metered customers.

	Customer Charge <u>Monthly</u>
Residential	\$45.00 per month per EDU
Consumption Charge	\$2.90 per thousand gallons
Clubhouse	\$45.00 per month per EDU
Consumption Charge	\$2.90 per thousand gallons
Bed & Breakfast	\$45.00 per month per EDU
Consumption Charge	\$2.90 per thousand gallons

Aqua Pennsylvania Wastewater, Inc.
New Daleville Division

SUPPLEMENT NO. 86
to
SEWER-PA.P.U.C.NO. 1
THIRD REVISED PAGE NO. ION CANCELING
SECOND REVISED PAGE NO. ION

SCHEDULE OF RATES

Unmetered Service

Customer Charge - for all customers.

Monthly

Per EDU

\$ 70.64

(I)

Village at Valley Forge Division _____

SCHEDULE OF RATES

Meter Service

Customer Charge - for all metered customers.

<u>Size</u>	<u>Customer Charge</u> <u>Monthly</u>
5/8"	\$ 12.00
3/4"	18.81
1"	31.89
1 'A"	74.69
2"	138.46
3"	305.45
4"	498.46

Consumption Charges:

Wastewater will be charged for at the following rates:

For water used in excess of the minimum allowance \$3.50 / 1,000 gallons

SCHEDULE OF RATES

Unmetered Service

Residential Usage Service, in addition to the "Treatment Charge" below, shall be billed \$8.37 per month for each residential customer that receives usage service.

Commercial Usage Service, in addition to the "Treatment Charge" below, shall be billed \$21.42 per month per Equivalent Dwelling Unit (EDU) as calculated by Butler Township Wastewater Division.

Treatment Charge shall be billed each Residential and Commercial usage customer monthly for each EDU as calculated by Butler Township Wastewater Division for the cost of sewage treatment by Butler Township Wastewater Division. The treatment charge shall be revised upward or downward, upon sixty (60) days notice to the Public Utility Commission, based upon the per EDU charge billed by Butler Township Wastewater Division. The Company will file with the Public Utility Commission official notification of any change to the treatment charge rate as approved by Butler Township Wastewater Division. The current EDU charge is \$45.00 per month.

Lake Harmony Division

SCHEDULE OF RATES

Unmetered Rates

Customer Charge / Equivalent Domestic Unit ("EDU" — also referred to as "Equivalent Dwelling Unit")

<u>Quarterly</u>	<u>Monthly</u>
\$ 187.50	\$ 62.50

For the purpose of this Lake Harmony Division Schedule of Rates, EDU is defined to have the following wastewater characteristics:

- Flow: 225 gpd
- CBOD: 250 mg/l
- Total Phosphorous: 8 mg/l
- Total Suspended Solids: 250 mg/l
- TKN: 40 mg/l as N
- Grease: 100 mg/l

The following Groupings are Accounts for service currently billed in the name of Vacation Charters and all sewage emanating from these Groupings either traverses through a collection system owned by another entity and into LWWC's Lake Harmony Division Assets or may be directly connected to the Lake Harmony Division Assets that delivers the sewage to LWWC's wastewater treatment plant (also a Lake Harmony Division Asset) located within the Split Rock community. These Accounts are billed based upon the current EDU values to the right of each Grouping.

Grouping:

- Westwood Condominium Association, Inc. @ 90 EDUs
- Willowbrook at Lake Harmony @ 128 EDUs
- The Galleria and the Water Park @ 145 EDUs
- Split Rock Country Club (for Club House and the Cart Barn) @ 14 EDUs
- Remaining Uses @ 53 EDUs

The following apply within the Lake Harmony Division and together with the balance of LWWC's tariff represent the Rules and Regulations governing service to the Lake Harmony Division:

DEFINITIONS:

1. **Grinder Pump:** Any mechanical or powered device used to grind, macerate or fluidize waste so that it can be discharged into the Company's facilities. This device is a component of the Customer service line and the sole responsibility of the Customer to own, maintain and operate along with the balance of their Customer service line. The Customer shall be responsible for all power to operate the device in accordance with the manufacture's specifications and guidelines.

Lake Harmony Division

The following apply within the Lake Harmony Division and, in particular, to those Lake Harmony Division customers identified on Attachment 6 of the Assets Purchase Agreement ("APA") between The Township of Kidder and Little Washington Wastewater Company d/b/a Suburban Wastewater Company ("LWWC"), dated March 15, 2012. This APA was included in LWWC's Application filing of April 5, 2012, which was approved via the Pennsylvania Public Utility Commission's ("PUC") Order entered on July 19, 2012 at Docket Number A-2012-2298067. The Township of Kidder advised their customers within the Lake Harmony Division of the APA and tiling with the PUC through their letter of May 15, 2012.

1. Those customers within the Lake Harmony Division whose addresses do not appear on Attachment 6 of the APA own their Customer service line in its entirety, including the grinder pump on their Customer service line should one exist.
2. Those customers within the Lake Harmony Division whose addresses appear on Attachment 6 of the APA will ultimately be the owners of their Customer service line in its entirety effective on January 1, 2018, including the grinder pump and that portion of the Customer service line from the curb-line or edge-of-road to and including the grinder pump.
3. All customers shall comply with the following guidelines to ensure that the grinder pump on their Customer service line will function properly for its typical useful life of ten (10) years.
 - a. The grinder pump shall be protected from excessive moisture, freezing and prolonged non-use
 - b. The grinder pump shall not be disassembled, modified, abused or tampered with by someone other than a licensed plumber authorized to install and maintain the device and related equipment
 - c. Water containing sand, lime, cement, gravel or other abrasives shall not be discharged to the grinder pump
 - d. Chemicals, hydrocarbons, gasoline, explosives, and strong chemicals shall not be discharged to the grinder pump
 - e. Other foreign matter not typically discharged from normal residential uses shall not be discharged to the grinder pump
4. Any customer whose address is identified on Attachment 6 and who fails to comply with the guidelines enumerated in 3 above, shall be liable for any and all resulting damages to the grinder pump, including replacement cost of the grinder pump and related equipment.
5. Any customer whose address appears on Attachment 6 agrees to allow the Company the right to enter upon their property (absent any formal easement of record) to maintain that portion of the Customer service line owned by the Company until such time as the grinder pump and related equipment as well as that portion of the Customer service line from the curb-line or edge-of-road to and including the grinder pump are assumed as components of the Customer service line by the Customer on January 1, 2018 as enumerated in 2 above.

SEWER RATES AT PREMISES WHERE WATER SERVICE IS METERED

Residential and Commercial

Applicable to all Customers at Premises where water service is metered.

<u>Water Meter Size</u>	<u>Monthly Charge</u>
5/8 Inch or 3/4 Inch	\$20.61
1 Inch	38.93
1-1/2 Inch	48.35
2 Inch	64.45
3 Inch	134.28
4 Inch	268.56
6 Inch	537.10
<u>Commodity Charge</u>	<u>Rate per 1,000 Gallons</u>
All consumption	\$3.75

FLAT RATE FOR SEWER SERVICE AT PREMISES
 WHERE WATER SERVICE IS NOT METERED

The flat rate for sewer service at Premises where water service is not metered is \$33.70 per month per customer. A credit of \$1.00 per month will be applied to bills to each Customer providing electric power to operate a Company owned grinder pump on the Customer's Premises (See Schedule 1.3.a.2 of the Assets Purchase Agreement between the Company and Total Environmental Solutions, Inc. ("TESI") for a list of Company owned grinder pumps. This Schedule was included with the Joint Application submitted by the Company and TESI on August 31, 2012, to the Pennsylvania Public Utility Commission at PUC Docket Numbers A-2012-2322448 and A-2012-2322509. The \$1.00 credit does not apply to Customers whose addresses do not appear on the Schedule as they would own their grinder pump if the pump is a component of their Customer lateral or service line.).

AVAILABILITY OR READY-TO-SERVE CHARGE

Application to each owner, without distinction as to whether the owner is a developer of a tract of land, shown as an individual lot or two or more contiguous lots within the Treasure Lake Subdivision on plans, subdivision maps or other similar documents of record in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, that abuts an installed main of the Company, except if sewer service is supplied under the above Schedule of Meter or Flat Rates to Premises that include such tract of land (See Pa. Bulletin, Volume 12, No. 15, April 10, 1982, and Pa. Bulletin Volume 12, No. 29, July 17, 1982).

Availability or Ready-to-Serve Charge
 Per tract of land per month \$4.53

PENNVEST DEBT

In addition to the customer tariff rates set forth above, all active sewer use customers will be charged \$6.73 per month per equivalent dwelling unit, which will provide funds to the Company for the repayment of the Pennsylvania Infrastructure Investment Authority (PennVest) Loan No. 27633. A typical residential customer will be considered as one (1) equivalent dwelling unit.

RULES AND REGULATIONS

The following Rules and Regulations apply within the Treasure Lake Division and together with the balance of the Company's tariff represent the Rules and Regulations governing service to the Treasure Lake Division:

DEFINITIONS:

1. **Grinder Pump:** Any mechanical or powered device used to grind, macerate or fluidize waste so that it can be discharged into the Company's facilities. This device is a component of the Customer service line and the sole responsibility of the Customer to own, maintain and operate along with the balance of their Customer service line. The Customer shall be responsible for all power to operate the device in accordance with the manufacture's specifications and guidelines.

The following apply within the Treasure Lake Division and, in particular, to those Treasure Lake Division customers identified on Schedule 1.3.a.2 of the Assets Purchase Agreement ("APA") between Total Environmental Solutions, Inc. ("TESI"), Aqua Pennsylvania, Inc. ("Aqua") and Little Washington Wastewater Company d/b/a Suburban Wastewater Company, dated August 6, 2012. The APA was included in the Joint Application of the Company and TESI approved by the Pennsylvania Public Utility Commission ("PUC") in its Order entered on December 20, 2012 at PUC Docket Numbers A-2012-2322448 and A-2012-2322509. The Treasure Lake Property Owners Association, Inc. ("POA") received a copy of the Joint Application as well as other filings at these dockets. The Company and Aqua provided the management team of the POA with a presentation on February 5, 2013 that included an outline of post-closing issues associated with the Company's acquisition of the Treasure Lake Division wastewater system, which included transfer of the grinder pump and laterals for those customers on Schedule 1.3.a.2.

1. Those customers within the Treasure Lake Division whose addresses do not appear on Schedule 1.3.a.2 of the APA own their Customer service line in its entirety, including the grinder pump on their Customer service line should one exist.
2. Those customers within the Treasure Lake Division whose addresses appear on Schedule 1.3.a.2 of the APA will ultimately be the owners of their Customer service line in its entirety effective on January 1, 2018, including the grinder pump and that portion of the Customer service line from the curb-line or edge-of-road to and including the grinder pump.
3. All customers shall comply with the following guidelines to ensure that the grinder pump on their Customer service line will function properly for its typical useful life of ten (10) years.
 - a. The grinder pump shall be protected from excessive moisture, freezing and prolonged non-use
 - b. The grinder pump shall not be disassembled, modified, abused or tampered with by someone other than a licensed plumber authorized to install and maintain the device and related equipment
 - c. Water containing sand, lime, cement, gravel or other abrasives shall not be discharged to the grinder pump
 - d. Chemicals, hydrocarbons, gasoline, explosives, and strong chemicals shall not be discharged to the grinder pump
 - e. Other foreign matter not typically discharged from normal residential uses shall not be discharged to the grinder pump
4. Any customer whose address is identified on Schedule 1.3.a.2 and who fails to comply with the guidelines enumerated in 3 above, shall be liable for any and all resulting damages to the grinder pump, including replacement cost of the grinder pump and related equipment.
5. Any customer whose address appears on Schedule 1.3.a.2 agrees to allow the Company the right to enter upon their property (absent any formal easement of record) to maintain that portion of the Customer service line owned by the Company until such time as the grinder pump and related equipment as well as that portion of the Customer service line from the curb-line or edge-of-road to and including the grinder pump are assumed as components of the Customer service line by the Customer on January 1, 2018 as enumerated in 2 above.

SCHEDULE OF RATES

Metered Service (C)

RESIDENTIAL:

- A. The base rates shall be \$67.50 per quarter;
- B. The base rate shall include the first 5,000 gallons per quarter of usage;
- C. The Excess 1 rate category (5,001 to 13,000 gallons per quarter) shall be \$10.50 per one thousand gallons, or fraction thereof;
- D. The Excess 2 rate category (13,001 gallons per quarter and above) shall be \$10.50 per one thousand gallons, or fraction thereof.

COMMERCIAL:

- A. The base rates shall be \$67.50 per month;
- B. The base rate shall include the first 4,000 gallons per month of usage;
- C. The Excess 1 rate category (4,001 to 13,000 gallons per month) shall be \$9.50 per one thousand gallons, or fraction thereof;
- D. The Excess 2 rate category (13,001 gallons per month and above) shall be \$9.50 per one thousand gallons, or fraction thereof.

INDUSTRIAL:

- A. The base rates shall be \$67.50 per month;
- B. The base rate shall include the first 4,000 gallons per month of usage;
- C. The Excess 1 rate category (4,001 to 13,000 gallons per month) shall be \$12.00 per one thousand gallons, or fraction thereof;
- D. The Excess 2 rate category (13,001 gallons per month and above) shall be \$14.00 per one thousand gallons, or fraction thereof.

INDUSTRIAL WASTE SURCHARGE:

- TCBOD_{5I} = \$197.00 per 1,000 pounds
- TC_{ss} = \$171.00 per 1,000 pounds
- TC_{Ds} = \$184.00 per 1,000 pounds
- TC_N = \$368.00 per 1,000 pounds
- TC_p = \$1,913.00 per 1,000 pounds

(C) Indicates Change

SCHEDULE OF RATES

Unmetered Service

Customer Charge:

Customer Charge
Quarterly Monthly

\$ 95.76 \$ 31.92

Aqua Pennsylvania Wastewater,
Inc. Honeycroft Village Division

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SCHEDULE OF RATES

Unmetered Service

Customer Charge:

Monthly

Per Residential Unit	\$66.67
Per EDU for Clubhouse (including pool) and school	\$66.67

SCHEDULE OF RATES

The sewer service rates to be charged for sanitary sewage collection, transportation and treatment service shall be as follows:

A. Residential /Apartment User Class EDU Assignment

An Equivalent Domestic Unit (EDU) with regard to the Residential/Apartment User Class shall be defined as any room, group of rooms or enclosure occupied or intended for occupancy as separate living quarters for a family or other group of persons living together or by persons living alone, and shall be based upon one (1) EDU per residential or apartment unit. Each residential or apartment unit in a building or complex of buildings shall be considered, at a minimum, to be a separate EDU even though it may be located in the same building with a residential unit or units or other commercial, institutional or industrial units.

B. Commercial/Institutional User Class EDU Assignment

An Equivalent Domestic Unit (EDU) with regard to the Commercial/Institutional User Class shall be defined as any office, store, shop, motel, hotel, restaurant, club, tavern, barber or beauty shop, service station, funeral home, or other similar commercial establishment selling a product or rendering a service, or any religious, fraternal, governmental or similar institutional establishment, and shall be based upon the average monthly water usage during the previous calendar year divided by 4,000 gallons per month per EDU. Each Commercial EDU in a building or complex of buildings shall be considered, at a minimum, to be a separate EDU even though it may be located in the same building with a residential unit or units or other commercial, institutional or industrial units, provided however, where such commercial units are tenants within the same building and have no water usage requirements other than a shared rest room facility, such units may be considered to be a single unit upon request. An Equivalent Domestic Unit (EDU) with regard to the Commercial/Institutional User Class with private wells shall be based upon the number of bathrooms at the location.

The Emlenton Borough Municipal Swimming Pool shall pay a minimum of one (1) EDU per month for each month which said pool is in operation, and EDU shall be based upon the average monthly water usage during pool operation in the previous calendar year and shall not include any water utilized in filling the pool, divided by 4,000 gallons per month per EDU. Water utilized in maintaining the level of said pool will not be billed if appropriately metered.

A bed and breakfast establishment shall be permitted only one room, group of rooms, or enclosure occupied or intended for occupancy as permanent separate living quarters for a family or other group of persons living together or alone.

C. Combined Residential/Apartment and Commercial/Institutional User Class EDU Assignment

An Equivalent Domestic Unit (EDU) with regard to the Combined Residential/Apartment and Commercial/Institutional User Class will be assigned separately to the Residential/Apartment user and to the Commercial/Institutional user per paragraphs A and B above if water usage by the two types of users can be separately metered. Otherwise, Combined User Class EDU Assignment will be determined on a case by case basis.

D. Industrial User Class EDU Assignment

a. Normal Domestic Waste

An Equivalent Domestic Unit (EDU) with regard to the Industrial User Class shall be defined as any industrial establishment and shall be based up on the average monthly water usage during the previous calendar year divided by 4,000 gallons per month per EDU.

b. Industrial Waste

Although the sewage treatment works will be capable of treating certain restricted industrial wastes, the actual treatment of such wastes may increase the cost of operating and maintaining the public sanitary sewage system. Therefore, there will be imposed upon each person discharging such industrial wastes into the public sanitary sewage system a surcharge, or surcharges, which are intended to cover such additional cost. Such surcharges shall be in addition to the regular sewage collection, transportation and treatment charges set forth and shall be determined on an individual basis.

E. Basic Monthly Charge

a. Residential/Apartment User Class EDU Assignment

A basic monthly service charge of \$45.00 per EDU shall be imposed.

b. Commercial/Institutional/Industrial User Classes

A basic monthly charge (not including any surcharge) shall be imposed in accordance with the following formula (water consumption refers to the average monthly water usage during the previous calendar year, as defined hereinbefore):

Water consumption (gal. per month) / 4,000 gal. per month x \$45.00

For large-volume Commercial/Institutional/Industrial users, the rate shall be calculated at the rate of \$45.00 per EDU for the first twenty EDU's, and a rate of $\frac{1}{2}$ thereof (\$22.50) per EDU for EDU thereafter. The Commercial/Institutional/Industrial class users must have suitable metering equipment which is approved by Aqua Pennsylvania and must be installed at the cost of the Commercial/Institutional/Industrial user.

A minimum of one (1) EDU shall be assigned to all commercial, institutional or industrial (normal domestic waste) users.

SCHEDULE OF RATES

Metered Service

Customer Charge per EDU:

Customer Charge
Quarterly

\$ 200.00

Nonresidential User Consumption Charge:

For usage above 23,000 gallons per quarter per EDU \$10.00/1,000 gallons

Unmetered Service

Customer Charge per EDU:

Customer Charge
Quarterly

\$ 200.00

Description of Property	Measurement
Single-family dwelling (year-round or seasonal)	1
Two-family dwelling	2
Trailer and mobile home	1
Apartment house, per rental unit	1
Hotel, motel, rooming house per 5 rental rooms or fraction thereof	1
Restaurant, club, tavern, per 60 seats or fraction thereof per seats per banquet room:	1
40 seats or less	1
Each additional 20 seats or fraction thereof	1
Restaurant, club, tavern, open 24 hours a day:	
For each 15 seats or fraction thereof, an additional	1/2
Service station, automobile repair, garage:	
2 bays or less	1
For bays, 3 and 4 each	1/2
Each additional 3 bays or any part of 3	1
Each additional 4 bays or any part of 4	1
Bays 11 through 16 or part thereof	1
Bays 16 through 22 or part thereof	1
Bays 22 through 40 or part thereof	1
Bays over 40 or part thereof	1
New car dealers:	
10 or less employees	1
Each additional 5 employees or fraction thereof	1/2
Automated car wash, each bay	1
Self-service car wash, each bay	1
Barber or beauty shop, not attached to owner's residence:	
4 chairs or less	1
Each additional 2 chairs or fraction thereof	1/2
Barber or beauty shop attached to and forming a part of the owner's residence:	
5 chairs or less	1
Each additional 5 chairs or fraction thereof	1/2
Laundromat:	
First 6 washers or fraction thereof	3
Next 6 washers or fraction thereof	3/4
Everything over 12 washers	1/2
Dry cleaner, with water cooling tower:	
Minimum of	1
With laundry, additional per washer	1
Dry cleaner, without water cooling tower:	
Minimum of	2
With laundry, additional per washer	1
Laundry, minimum of	2

Description of Property	Number of EDUs Per Unit of Measurement
Stall market:	
6 or fewer individual stalls or sales spaces not involving preparation or sale of prepared foods	1
Each additional 3 stalls or fraction thereof	114
Per each individual stall or sales space involving preparation or sale of prepared foods, but no seats	1
Nursing home, rest home, hospital: Per each 3 beds	1
Retail store, office or business not attached to owner's residence and all nonresidential classifications above, in addition to prescribed units, with the exception of service station, automobile repair and garages:	
15 or fewer employees	1
Each additional 5 employees or fraction thereof	112
Any other nonresidential facility not specifically covered by other section or this subsection:	
15 or fewer employees	1
Each additional 5 employees or fraction thereof	1'2
Any nonresidential user having garbage grinder of 3/4 horsepower or more per each grinder	1
Church:	
For worship services, church school	1
For nonsectarian school	Per school rate herein
For banquets or dinners at rate of more than 3 per calendar quarter	1
Post office	1
School, public or private:	
Toilet facilities only, per 25 pupils	1
Toilet facilities and kitchen, per 19 pupils	1
Toilet facilities gymnasium, per 17 pupils	1
Toilet facilities, kitchen and gymnasium, per 14 pupils	1

(1) The number of equivalent dwelling units applicable to commercial establishments and industrial establishments shall be computed on the basis of the average daily number of full and part-time employees [including the owner(s) or employer(s)] for the calendar quarter preceding the date of the quarterly billing. The owners of such facilities shall be responsible for advising the Company, in writing, of the number of employees upon connection to the sewer system and, from time to time, upon the request of the Company. The number of equivalent dwelling units applicable to educational and institutional establishments shall be computed on the highest monthly average daily attendance of occupants, pupils, faculty, administrators and staff during the 12 months preceding the date of the quarterly billing. The owners of such facilities shall be responsible for advising the Company, in writing, of the number of pupils, faculty, administrators and staff in attendance as an average daily figure, from time to time, upon request of the Company.

(2) Notwithstanding anything to the contrary, exclusive of stall markets, no owner of a property shall be assessed less than at least one equivalent dwelling unit for the purposes of calculating the applicable user charge.

(3) If the use or classification of any property changes within a billing period, the user charge for such billing period may be prorated by the Company, in the Company's discretion. The owner of the property shall be responsible for advising the Company, in writing, of any such change affecting the user charge payable hereunder. The appropriate credit or additional charge shall appear on the statement of the next succeeding billing period.

(4) A quarterly flat user charge shall be payable per equivalent dwelling unit. Additionally, for all nonresidential establishments or users, any usage in excess of 23,000 gallons per quarter, per equivalent dwelling unit, shall be charged an additional sum per gallon used for each gallon used above 23,000 gallons per quarter, per equivalent dwelling unit threshold.

Aqua Pennsylvania Wastewater, Inc.
Avon Grove School District

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SCHEDULE OF RATES

Metered Service

Customer Charge shall include the first 230,000 gallons per month of usage:

Minimum Charge Monthly

\$6,625.00

Consumption Charge:

For usage above 230,000 gallons \$0.029 per gallon

SCHEDULE OF RATES

Quarterly Metered Service

Customer Charge:

Shall include up to 1,000 cubic feet or 7,481 gallons of usage per quarter per EDU \$84.30

Consumption Charge:

For usage above 1,000 cubic feet per quarter per EDU \$4.84/100 cubic feet
For usage above 7,481 gallons per quarter per EDU \$6.46/1,000 gallons

Monthly Metered Service

Customer Charge:

Shall include up to 333 cubic feet or 2,493 gallons of usage per month per EDU \$28.10

Consumption Charge:

For usage above 333 cubic feet per quarter per EDU \$4.84/100 cubic feet
For usage above 2,493 gallons per quarter per EDU \$6.46/1,000 gallons

Unmetered Service

Customer Charge: for private residential users who are not served by the Public Water Company will be billed at a flat rate of \$85.00 per quarter or \$28.33 per month.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the net charges provided for in this Tariff, a surcharge of 5.00% shall apply to all bills issued on or after April 1, 2016, with the exception of those for Woodloch Pines, Penn Township and Bunker Hill.

I. General Description

Purpose: To recover the reasonable and prudent costs incurred to repair, improve or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Company with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems. The costs of extending facilities to serve new customers are not recoverable through the DSIC. Utility projects receiving PENNVEST funding or using PENNVEST surcharges are not DSIC-eligible property.

Eligible Property:

- Collection sewers, collecting mains and service laterals, including sewer taps, curb stops and lateral cleanouts installed as in-kind replacements for customers. Accounts (360 & 361).
- Collection mains and valves for gravity and pressure systems and related facilities such as manholes, grinder pumps, air and vacuum release chambers, cleanouts, main line flow meters, valve vaults, and lift stations installed as replacements or upgrades for existing facilities that have worn out, are in deteriorated condition or are required to be upgraded by law, regulation or order. Accounts (360;361;362;363;364; & 365)
- Collection main extensions installed to implement solutions to wastewater problems that present a significant health and safety concern for customers currently receiving service from the wastewater utility. Accounts (360 & 361)
- Collection Main rehabilitation including inflow and infiltration projects. (Account 361)
- Unreimbursed cost related to highway relocation projects where a wastewater utility must relocate its facilities. Account (360;361;362;363;364; & 365).
- Other related capitalized costs. Account (389.2)

Computation of the DSIC

Calculation: The initial charge, effective October 1, 2013, will be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Company's rates or rate base and will have been placed in service between June 1, 2013 and August 31, 2013. Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three month periods ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

<u>Effective Date Of Change</u>	<u>Date To Which DSIC Eligible Plant Additions Reflected</u>
April 1	December 1 to February 28/29
July 1	March 1 to May 31
October 1	June 1 to August 31
January 1	September 1 to November 30

The fixed costs of eligible distribution system improvement projects will consist of depreciation and pre-tax return, calculated as follows:

Depreciation: The depreciation expense will be calculated by applying to the original cost of DSIC-eligible property the annual accrual rates employed in the Company's last base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded.

Pre-tax return: The pre-tax return will be calculated using the statutory state and federal income tax rates, the Company's actual capital structure and actual cost rates for long-term debt and preferred stock as of the last day of the three month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the Company's last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission staff in the latest Quarterly Report on the Earnings of Jurisdictional Utilities released by the Commission.

DSIC Surcharge Amount: The charge will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for service under the Company's otherwise (C) applicable rates and charges, excluding amounts billed for the State Tax Adjustment Surcharge (STAS). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the Company's projected revenue for wastewater service (including all applicable (C) clauses and riders) for the quarterly period during which the charge will be collected.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Formula: The formula for calculation of the DSIC surcharge is as follows:

$$\text{PQR} \quad \text{DSIC} = \frac{(\text{DSI} \times \text{PTRR}) + \text{Dep}}{\text{PQR}} \quad (\text{C})$$

Where:

DSI= the original cost of eligible distribution system improvement projects, net of accumulated depreciation.

PTRR= the pre-tax return rate applicable to eligible distribution system improvement projects.

Dep= depreciation expense related to eligible distribution system improvement projects.

e= the amount calculated under the annual reconciliation feature or Commission audit, as described below.

PQR= projected quarterly revenue will be based on the applicable three-month period, (including (C) all applicable clauses and riders) including revenue from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

Quarterly updates: Supporting data for each quarterly update will be filed with the Commission and served upon the Bureau of Investigation & Enforcement, the Office of Consumer Advocate, Bureau of Audits and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

III. Safeguards

All customer classes: The DSIC shall be applied equally to all customer classes, with the exception of Woodloch Pines and any future customers with negotiated contracts for which a reduction or exemption is shown to be reasonably necessary.

Cap: The DSIC will be capped at 5.0% of the amount billed to customers (including all applicable clauses and riders) as determined on an annualized basis.

Audits/Reconciliation: The DSIC will be subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, et seq., shall be credited to customer accounts. It will also be subject to an annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the utility may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC for the reconciliation period will be compared to the Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year, or in the next quarter if permitted by the Commission. If DSIC revenues (C) exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on the over-collections and credits will be (C) calculated at the residential mortgage-lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P. S. sec.101, et seq.) and will be refunded in the same manner as an over-collection. The utility is not permitted to (C) accrue interest on under collections.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

New Base Rates: The charge will be reset at zero as of the effective date of new base rates that provide for prospective recovery of the annual costs that had theretofore been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions, that have not previously been reflected in the Company's rates or rate base, would be reflected in the quarterly updates of the DSIC.

Earning Reports: The charge will also be reset at zero if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings Report (Schedule D-2, line 14) show that the Company will earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the Pre-tax return section. The utility shall file a tariff supplement implementing the reset to zero due to overearnings on one-days' notice and such (C) supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the utility has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.

Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.

Residual E-Factor Recovery Upon Reset To Zero: The utility shall file with the Commission interim rate revisions (C) to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The utility can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The utility shall refund any over-collection to customers and is entitled to recover any under-collections as set forth in Section III Safeguards — Audits/Reconciliations. Once the utility determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the utility shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.

(C) Indicates Change

PART II — DEFINITIONS

Wherever used in the Rules and Regulations or elsewhere in the tariff of the company, the following terms shall have the meanings hereinafter set forth:

Applicant: A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a customer of the Company in accordance with Part **III**, Section C, of this tariff.

Company: Little Washington Waste Water Company and its duly authorized officers, agents and wastewater employees, each acting within the scope of his authority and employment.

Customer: A person or entity who is an owner, occupant or who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service.

Customer Service Line: The connecting facilities from the Company sewage supply lines or mains at the curb-line into and within the customer's premises.

Company Service Lateral: The pipe or line extending laterally out from the Company collection main that connects to the building service line at the hypothetical or actual curb line, edge of the right-of-way or the actual property line.

Company's System: The aggregate of the Company's sewage disposal plant, trunk lines or mains and connection facilities to the curb-line at each premise.

Construction Costs: All direct and indirect costs attributable to the material and installation of the subject main extension, services and appurtenances, and/or removal of existing Company facilities (including the net book value of property replaced or retired) whether incurred by the Builder or the Company.

Depositor: Any person(s) acting on behalf of Prospective Customer(s) for the entering into an Extension Deposit Agreement.

Equivalent Dwelling Unit or "EDU": The unit of measure by which a wastewater service charge shall be imposed upon each improved property, as determined in *Part I* of this tariff, which shall be deemed to constitute the estimated, equivalent amount of domestic sanitary wastewater discharged by a single-family dwelling unit in a single day. Except for the Emlenton (C Borough Division, one (1) EDU shall be equal to two hundred and twenty five (225) gallons of wastewater per day for a three (3) bed room residence.

Premise: A single lot or piece of ground consisting of a single residential unit, together with all buildings and structures erected thereon.

Property: In general terms, a separate parcel of land owned in fee simple absolute, including any home(s), condominium(s), Home Owner's Association or building(s) affixed thereto, which is delineated by the description contained in the recorded deed, and which may be further delineated by any public roads.

Prospective Customer: Any owner, tenant or lessee of a property that is expected to be receiving water service for at least one year following the commencement of water service

Residential Structure: When used with respect to metered Residential Fire Service, a home or building which contains only individually - metered dwelling units intended for human habitation.

Service Connection: See Definition for Company Service Line

PART III — RULES AND REGULATIONS

SECTION A — INTRODUCTION

(A) These Rules and Regulations, files as part of the Company's Tariff, shall govern the manner in which wastewater service is provided to all Applicants and Customers. The Company may supplement these Rules and Regulations, and may revise and amend these Rules and Regulations from time to time subject to the approval of the Pennsylvania Public Utility Commission ("Commission"). The Company will follow Commission regulations not specifically addressed in these Rules and Regulations.

(B) There are four classes of general metered service, based on the nature o the Customer and the use of the property receiving service, as follows:

"Residential Class." An individually-metered dwelling unit intended for human habitation (including a detached house, row house, townhouse, condominium and mobile home) or an individually-metered home or building consisting of not more than two dwelling units.

"Commercial Class." A building store restaurant or office which is primarily a site for the buying or selling of goods or the provision of professional or consumer services. In addition, apartments, condominium complexes, colleges, private and public schools, car washes, Laundromats, construction sites, hotels, motels, and tanks filled at the Company's premise are included in this class.

"Industrial Class." A building or factory which is primarily a site for the manufacture or production of goods.

"Public." A public building, library, park or playground which is owned by a governmental unit which has the power of taxation.

SECTION B - APPLICATION FOR SERVICE

(A) **Application for wastewater Service by a New Owner or Occupant at an Existing Service Property:** Where a Customer's Service Line exists on a property to be served in compliance with the Company's rules, service will be furnished by the Company as soon as reasonably practicable after written or oral application of the owner or tenant of the property or his properly authorized agent. The Customer receiving service takes such service subject to the Company's Tariff, including its Rules and Regulations.

(B) **Application for Wastewater Service to a Proposed Service Property:** Where an adequate sewer main abuts the Customer's property, a service connection will be made as soon as reasonably practicable after the appropriate application forms have been completed by the property owner or his properly authorized agent and subsequently submitted to, and approved by, the Company. Where an adequate sewer does not abut the Customer's property, the Customer must make necessary arrangements with the Company's New Business Office for the extension of sewer in accordance with the Company's Rules and Regulations. Service Connection application forms will be furnished by the Company on request.

All applications for service must be in writing on a form provided by the Company and signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. The Company may, at its sole discretion, require that a separate contract for service be signed by the applicant.

Non residential service customers which desire to discharge Industrial/Commercial Wastes into the Sanitary Sewer or existing industrial/commercial users which desire to commence operations of a new facility or a new or different process that will affect the characteristics of the wastewater discharging into the Sanitary Sewer, shall notify the Company prior to the commencement of the new or different operations at the facility and provide such other information regarding the proposed discharge as the Company may request, including an application for an Industrial Waste Discharge Permit when deemed necessary.

SECTION C — CONSTRUCTION AND MAINTENANCE OF FACILITIES

Customer Service Line

- (A) The Company will install, own or lease, and maintain an integrated sewage system of adequate capacity to provide Residential Class sewage service to the curb-line for residential property lot within the Company's authorized service area. Any additional or larger connection facilities requested by the Customer may be installed provided the proposed discharge into the system is within the capability of the system and the Customer pays the additional costs for the installation.
- (B) Contract for Service
 - Connection of a premise to the Company's sewage system constitutes a contract for service subject to all rules, regulations and rate schedules as provided for in this tariff.
 - No owner or tenant of any premises connected with the sewer lines of this Company will be allowed to permit another person or premises to use or connect with his service line, except upon written permit from the Company.
 - Any violation of the Rules and Regulations of the Company shall render the Contract between the Customer and the Company void, and service may be discontinued after due notice, remaining so until such time as the Company is satisfied that the customer will observe the rules and regulations. Service will not be connected until the actual costs of the discontinuing and reconnections are paid in full.

Customer's Responsibilities

- (A) Use shall be restricted to the normal effluent of a residence, unless a special agreement is made satisfactory to the Company as to other uses. No Customer shall discharge into the system roof, storm, surface or ground water, swimming pools, drainage from cesspools or drain fields, cistern, combustible gases or liquids, insoluble solids, industrial type waste or other harmful substances. Any Customer discharging any unauthorized matter into the system, which causes damage to Company facilities or interferes with the operation of the system, will be required to cease using the system and pay whatever damages and costs are incurred as a result.
- (B) Each Customer's service line shall be installed and maintained by or on behalf of the Customer at his expense and **in full** accordance with the Company's specifications as to materials, size, location and underground construction, starting at the curb-line at a location designated by the Company.
- (C) **No sewer connection, or disconnection, shall be made except under the supervision, control and approval of the Company's authorized representative.**
- (D) No repairs, alterations, or additions to any drain or sewer connection with the Company's sewer shall be made, unless the person desiring to make the same shall first receive permission from the Company for doing so.
- (E) Connections with sewers that run through private property shall, in all respects, be governed by these Rules and Regulations.

SECTION D — SERVICE CONTINUITY, DISCONTINUANCE, TERMINATION AND RESTORATION OF SERVICE

Discontinuance of Service

- (A) Service may be discontinued by the Company for any one of the following reasons
 - (1) Failure of a Customer to maintain and repair his Customer's service line;
 - (2) Failure of a Customer to pay a bill for service within thirty (30) days following presentation thereof or failure to pay any other fee or charge.
 - (3) Vacancy of the premises;
 - (4) Violation by a Customer, or with his consent, of any of these Rules and Regulations.

- (B) After discontinuance of service it will not be reconnected until all amounts due Company have been paid plus the cost of a fifty (50) dollar turn-on charge prior to service reconnection (with the exception of the Masthope Division).
- (C) A Customer desiring the discontinuance of sewage service shall give written notice to the office of the Company and he will be responsible for service charges until such notice is given. A new application must be made on any change of customers on a property as required at the office of the Company, and the Company shall be at liberty to discontinue the service until such new application has been made and approved.
- (D) The Customer desiring abatement from sewage bills shall report same in writing or call in person at the office of the Company. All vacancies shall date from the day reported at the office of the Company. When vacancy is properly reported, an allowance will be made for the period of vacancy, but not for less than one month.
- (E) The Company may, without notice, discontinue sewage service if an emergency reasonably requires it in order to make necessary repairs or connections or to meet any other emergency; however, the Company will give notice of any discontinuance of service if it is reasonably possible to do so.

Regularity of Service

- (A) The Company may, at any time, interrupt service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code 67.1 and as circumstances permit, notify customers to be affected by service interruptions.

Due to Emergency

- (A) As necessity may arise in case of breakdown, emergency, or for any other unavoidable cause, the Company shall have the right to suspend services temporarily, in order to make necessary repairs, connections, etc.; but the Company will use all reasonable and practical measures to notify the Customer of such discontinuance of service. The Company shall not be liable for any damage or inconvenience suffered by the Customer or any claim against it at any time for interruption in service, or for any causes beyond its control.

Liability for Damages

- (A) **Limitation of Damages for Service Interruptions:** The Company's liability to a customer for any loss of damage from any excess or deficiency in the wastewater collection service due to any case other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in questions. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuation in service, but cannot and does not guarantee that such will not occur.
- (B) **Responsibility for Customer Facilities:** The Company shall not be liable for any loss or damage caused by reason of any break, leak or other defect in a customer's own service pipe, line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

SECTION E — BILLING AND COLLECTION

- (A) **Methods of Payment:** Bills are payable by mail, by direct debit, in person at any authorized pay agency or as otherwise authorized by the Company.
- (B) **Landlord Assumption of Responsibility:** If an Applicant for service, who is a landlord, assumes responsibility for rates and charges related to wastewater service provided to tenants and is billed for such service, the landlord must
- (C) **Billing History:** A Customer may obtain from the Company, at no charge to the Customer, the billing history for up to ten accounts per year in the name of the Customer, provided that the Customer submits a written request for such information directly to the Company. Additional requests will be processed subject to the Company's right to charge the Customer its incremental costs of providing such billing histories.
- (D) Assume responsibility and be billed for wastewater service, if such service is provided or billed by the Company.

- (E) **Delinquent Bills:** If a rendered bill remains unpaid for a period of 20 days for residential customers and 15 days for non-residential customers, it shall be classified as delinquent. However, if the last day of such period falls on a Saturday, Sunday, a holiday or day when the Company's offices are closed, the delinquency date shall be the next succeeding business day. Payments by mail will be deemed made on the date of the postmark. Payments to the Company drop box or authorized payment agent will be deemed received when paid at that location. Service may be terminated for non-payment of bills in accordance with the Commission's regulations. If service is thus terminated it will not be restored until all outstanding charges provided by the Commission's regulations and the tariff of the Company are paid or satisfactory arrangements are entered for payment.
- (F) **Disputed Bills:** In the event of a dispute between the Customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the Customer. The Customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the Customer shall have fifteen (15) days from the date of such report in which to pay the bill. If incorrect, the Company will issue a corrected bill with a new due date for payment. Any amount received by the company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the Customer.
- (G) **Late Payment Charge:** If payment has not been received by the Company for five days after the bill has been classified as delinquent, a late charge (penalty) of 1.25% will be applied to the account and such late charge (penalty) will be calculated every thirty days thereafter only on the overdue portion of the bill excluding previous late charges (penalties), and in no event shall the late charge (penalty) exceed more than 18 annually (simple interest).
- (H) **Return Check Charge:** The Customer will be responsible for the payment of a charge of \$20.00 per incident where a check, which has been presented to the Company for payment of any bill, is returned by the bank for any reason including, but not limited to, non-sufficient funds, account closed, payment stopped, two signatures required, post dated, stale date, account garnished, no account, drawn against uncollected funds, balance held, and unauthorized signature. This charge is in addition to any and all charges assessed against the Customer by the bank. If a Customer's account shows a history of submitting payments that have been returned for insufficient funds or any other reason outlined above, the Company may require deposit or turn-on charges to be paid by cash, certified check, money order, or credit card.
- (I) **Turn-on Charge:** When service has been terminated to any premise because of violation of the Company's Rules and Regulations or at the Customer's request, a charge of \$50.00 payable in advance will be made for restoration of service. If the Customer request for restoration of service requires the Company to incur overtime or holiday costs, the Company reserves the right to bill the Customer for the additional cost incurred. If the Company incurs out of the ordinary expense to affect termination of service for non-payment of bills or due to lack of access to the Company's facilities, the Customer must reimburse the Company for those expenses in addition to the \$50.00 turn-on charge prior to service reconnection.
- (J) **Turn-off at Customer's Request:** Customers desiring to avoid payment for wastewater service during periods when Properties are vacant or during extended absences shall give notice in writing at the office of the Company requesting the wastewater to be shut off. If a minimum charge or Customer charge for water use is applicable, the bill will be based on the proportion that the period when wastewater service was available bears to the entire period on which such minimum charge or Customer charge is based. Metered consumption in excess of such adjusted minimum shall be billed at normal rates.

SECTION F - DEPOSITS

- (A) **General:** Deposits may be required from Applicants for service and existing Customers. Deposits collected shall have interest paid to the depositing Customer in accordance with the Commission regulations. Upon termination or discontinuance of service, the Company shall within 30 days apply the Customer's deposit, including accrued interest, to any outstanding balance and refund the remainder to the Customer.

- (B) **Deposit Not to Apply to a Current Bill;** Any Customer having made a deposit shall currently pay bills for water service as rendered and the deposit shall not be considered as payment on account of a bill during the time the Customer is receiving wastewater service. At the option of the Company, deposits may be used to pay delinquent bills for wastewater service and, if appropriate, a new deposit may thereafter be required.

SECTION G — WASTEWATER CONTROL REGULATIONS

General Prohibitions:

- (A) No storm water from pavements, areas ways, roof runoff water, foundation 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.

Prohibited 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 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 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 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 material of such character or in such quantity as in their 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 concentrations as to cause the specific gravity to be greater than 1.1.
- (H) **Wastes containing any substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.**
- (I) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structure of a sanitary or sewage treatment plant
- (J) Wastes containing more than 100 mg/l by weight or 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 human or animals or create any hazard in the sewer 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 toxic substance in quantities sufficient to interfere with the biochemical processes of the sewage treatment that works or that will pass through the sewage treatment works and exceed the stand and/or federal requirements in respect thereof.

(N) Any waste containing radioactive isotopes.

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, inspection and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulation of the company, shall be done by the Company or its agents, employees or contractors. If the measurement, test, inspections and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation that 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 born by the Company Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged 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.

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.

Penalties — The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.

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.

SECTION H —MAIN EXTENSIONS

Definitions

Builder: Any person(s) requesting an extension to provide service to an existing lot or group of lots, either existing or to be subdivided, where service is to be provided to something other than a preexisting residential structure; namely, a newly constructed structure, structures to be constructed in the future, or to a preexisting non-residential structure.

Bona Fide Service Applicant: A person or entity applying for wastewater service to an existing or proposed structure within the Company's franchise territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:

- 1) **An applicant is requesting** wastewater service to a building lot, subdivision or a secondary residential dwelling;
- 2) The request for service is part of a plan for the development of a residential dwelling or subdivision; or
- 3) The request for service requires special utility service.

General Provisions

- (A) At the time any request is made to the company for a main extension, the company may request a site plan for the lot(s) to which service is to be provided. If such a request is made by the company, the site plan must be provided within the time specified by the company, which shall not be less than fourteen (14) days.
- (B) The company shall have the exclusive right to determine the type and size of mains to be installed, and any other facilities or fixtures required to render adequate service; provided, however, that where the company decides to install pipe larger than eight (8) inches in diameter, and 8-inch pipe would render adequate service throughout the extension, at the company's discretion, estimated, or actual, cost figures contained in the Sewer System Extension Agreement will include the material cost for pipe eight (8) inches in diameter. All estimated, or actual, cost figures will include a reasonable allowance for overheads.
- (C) **In determining the length and size of, and necessity for, main extensions, the terminal point of such extensions will, in all cases, be at that point in the curb-line which is equidistant from the side property lines of the lot for which sewer service is requested. A street service connection will be provided only for service lines from the curb to the premises to be served, and will be installed in a straight line, at right angles, to the curb line.**
- (D) **Should it be necessary, at the company's sole discretion, to extend beyond the last lot in any street to connect to an existing main to provide more adequate and reasonable service, this additional extension shall be considered part of the total and orderly system development so long as the last lot in the street is not more than one hundred fifty (150) feet from that existing main, and may be included in the cost of the extension.**

Bone Fide Customer Initiated Main Extensions

- (A) When an extension to serve a Customer is required or requested, such extension will be made under the terms of a "Sewer Main Extension Agreement" or a "Sewer Main Extension Deposit Agreement".
- (B) Customer shall contribute all facilities required for the Company to directly connect the Customer to the Sanitary Sewer. This includes pumping stations, vaults, manholes, mains or any other apparatuses where applicable. The Company shall have the right to locate the facilities as required to meet the long term system needs of the Customers.

Builder Initiated Main Extensions

In the event any main extension is requested or required to provide service to newly constructed structure(s) to be constructed in the future on existing or subdivided lots, or to preexisting non-residential structures except as provided below, the Builder shall be required to install the wastewater main and service lines through a pre-qualified Contractor retained by the Builder and to pay all costs related thereto. At the sole discretion of the Company, the Company may undertake construction of facilities otherwise subject to this Rule, in which event, a "Sewer Extension Agreement" or "Extension Deposit Agreement" shall be applicable except that the Builder will retain financial responsibility for the installation of the wastewater main, service lines and appurtenances as specified herein.

Under the provisions of this Rule, prior to construction, the Builder must enter into an Agreement, in a form acceptable to the Company, detailing the terms and conditions under which the Company will accept, and provide service through, facilities constructed by Builder. All construction costs, whether initially incurred by the Company or the Builder, related to the main extension shall be the responsibility of the Builder. The Agreement shall contain, at a minimum, the following terms and conditions:

- (A) Main and service line installation work shall be performed in accordance with the specifications and conditions of the Company.
- (B) All costs of material and installation required to serve Builder's lots shall be the responsibility of Builder. Builder shall contract directly with a pre-qualified contractor, recognized and approved by the Company, for all main and service line installation work, and all appurtenances (including fire hydrants) required to serve the project.

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- (C) Any specialty material required to interconnect with the Company's existing facilities shall be provided by the Company.
 - (D) Any construction involving preexisting facilities of the Company, including but not limited to relocation of existing facilities and connections of mains or services with existing facilities, shall be performed only by the Company unless Company approves this work to be completed by Builder's Contractor.
 - (E) Builder's estimate of the cost of construction must be acceptable to the Company. Estimates which appear to be understated may be rejected.
 - (F) Builder 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.
 - (G) All construction shall be subject to inspection by Company personnel. No trenches shall be backfilled prior to approval from Company inspectors.

SECTION I - WAIVERS

- (A) The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that a waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

SECTION J— AMENDMENT OF COMMISSION REGULATIONS

- (A) Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, the tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

SECTION K — INDUSTRIAL AND COMMERCIAL SERVICE LIMITATIONS

- (A) **Pretreatment:** At the Customer's expense, 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 excluding certain waste, if necessary, to protect the integrity of the Company's system.

- (B) **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, disrupts the normal functioning of the existing wastewater treatment plant; 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.

- (C) **Company Limitations:** The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.

- (D) 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:
- 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 sewer structures;
 - Mechanical action that will destroy the sewer structures;
 - Restriction of the hydraulic capacity of the sewer structures;
 - Restriction of the normal inspection or maintenance of the sewer structures;
 - Danger to public health and safety; or (0 obnoxious condition contrary to public interest.

SECTION L — PRIVILEGE TO INVESTIGATE / RIGHT OF ACCESS

- (A) The Company shall have the right by its employees to have access at all reasonable times to all parts of any premises connected with the system for the purpose of examining and inspecting the connections and fixtures, or for disconnecting service for any proper cause. The existing ground grade over any sanitary sewer in the utilities right of way shall not be changed not shall any manhole be covered with earth and no shrubbery or trees be placed over sanitary sewer lines or facilities.