

**Tariff Wastewater PA P.U.C. No.10
Canceling Wastewater PA P.U.C. No. 5**

Pennsylvania-American Water Company
Clarion Wastewater Operations
(Hereinafter referred to as the "Company")

D/B/A

Pennsylvania American Water

RATES, RULES AND REGULATIONS
GOVERNING THE PROVISION OF WASTEWATER
COLLECTION TREATMENT AND/OR DISPOSAL SERVICE
TO THE PUBLIC IN CLARION BOROUGH, CLARION TOWNSHIP
AND MONROE TOWNSHIP, CLARION COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

This tariff makes increases and changes to existing
rates, rules and regulations.

Issued: April 23, 2010

Effective: June 22, 2010

By: Kathy Pape, President
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Hershey, PA 17033

LIST OF CHANGES

Increases/Decreases

This tariff provides for one set of uniform rates for the Company's Clarion Wastewater Operations. All metered and unmetered charges have been increased for an overall increase of 83.61%.

The Company is proposing to change service charges and increase the volumetric charges for each bill class to recover the proposed increase.

The \$100 advance deposit required to be placed on the Company's sewer capacity waiting list has been increased to \$200.

The service lateral inspection fee has been increased from \$50.00 to \$100.

A \$30 service reconnection and discontinuance fee has been added.

A \$20 return check fee has been added.

The Company is adding a service charge discount of 65%.

Changes

Language has been added to include capacity reservation fees and their applicability under "Schedule of Miscellaneous Fees and Charges".

The entire set of Rules and Regulations has been revised to more closely align with the Commission's generic set of Wastewater Rules and Regulations and to also better reflect the actual operations of the Northeast Wastewater system, therefore this section has not been redlined.

The language for Clarion Wastewater's sewer capacity allocation policy has been retained as Section M. References to "taps" have been changed to "sewer capacity".

(I) Indicates Increase, (D) Indicates Decrease, (C) Indicates Change

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TERRITORIES SERVED

Clarion County

Clarion Borough and portions of the Townships of Clarion and Monroe.

Part I: Rates

Schedule of Rates for Service

Metered Charges

Service Charges

All metered customers shall be subject to a monthly service charge.

<u>Bill Class</u>	<u>Monthly Service Charge</u>
Residential	\$15.00
Commercial	30.00
Industrial	30.00
Municipal	30.00

Usage Charge For All Bill Classes

(Based on water or wastewater usage)

Usage Charge \$.7620 per hundred gallons

Unmetered Charges

Flat rate fees for customers not metered for water or wastewater usage.

<u>Unmetered Rates</u>	<u>Monthly Rate</u>
Residential Flat Rate	\$40.37 per tap
Commercial Flat Rate	55.37 per tap
Municipal Flat Rate	2,980.00 Flat Fee

Schedule of Miscellaneous Fees and Charges

A. Capacity Reservation Fee

A fee per EDU charged by the Company for the allocation of treatment, pumping, and transmission, trunk and interceptor main capacity. (C)(I)

1. Shared Service Laterals: Each residential unit will be treated separately for purposes of determining an applicable capacity reservation fee whether such residential unit is served by a single service lateral or share a common service lateral with one of more other residential units.
2. Within the Company's service territory or for any future development, a capacity reservation fee of \$1,000 per will be charged. A \$200 advance deposit is required to be placed on the Sewer Capacity "waiting list" with the remainder payable at the time of Connection. See Section xx, Sewer Capacity Allocation Policy.

B. Service Lateral Inspection Fee (C)(I)

A \$100 inspection fee will be charged for the Company's time involved in the inspection of a service lateral tie-in to the Company's wastewater system.

C. Service Reconnection and Discontinuance Fee (C)(I)

A fee will be charged for the shut-off and turn-on of any service. The fee for service performed during regularly scheduled hours shall be \$30. For non-regularly-scheduled working hours, the fee is equivalent to the cost incurred by the Company. The Service Reconnection and Discontinuance Fee will apply only once if the customer is both a water and wastewater customer of the Company.

D. Return Check Charges (C)(I)

The customer will be responsible for the payment of a \$20 charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the Customer by the bank. The Return Check Charge will apply only once if the customer is both a water and wastewater customer of the Company.

Schedule of Rates Applicable to All Rate Zones
For Qualifying Low-Income Customers

Tariff Qualifications

In order to qualify to be billed under this tariff, a customer must meet the low-income criteria of 150% based on the Federal Poverty Level. After qualifying to be billed under this tariff, customers must continually make timely payments on the discounted bills.

Rates for Service

The rates for the service charge or minimum bill under this tariff will be 35% of the prevailing service charge or minimum bill in the rate zone where service is received. (C)

The rate for wastewater usage shall be billed at the existing rates applicable to the rate zone where service is received.

STATE TAX ADJUSTMENT SURCHARGE

(C)

In addition to the net charges provided for in this Tariff, a surcharge of negative 0.00% will apply to all services rendered.

The above surcharges will be recomputed, using the elements prescribed by the Commission whenever any of the tax rates used in calculation of the surcharge are changed.

The above recalculations will be submitted to the Commission within 10 days after the occurrence of the event or date which occasioned such recomputations. If the recomputed surcharge is less than the one in effect, the Company will, and if the recomputed surcharge is more than the one 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.

PART II: DEFINITIONS

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. **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 A, of this tariff.
2. **B.O.D. (Biochemical Oxygen Demand):** The quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under the standard laboratory procedure for five (5) days at twenty (20) degrees Centigrade. The standard laboratory procedure shall be that found in the latest approved edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.
3. **Capacity Reservation fee:** A fee charged by the Company for the allocation of capacity on a per EDU basis.
4. **Commission:** The Pennsylvania Public Utility Commission.
5. **Company:** Pennsylvania-American Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
6. **Company Service Lateral:** Company owned wastewater service lateral from the sewer main of the Company which connects to the Customer Service Lateral at the edge of the right-of-way or actual property line.

7. **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.
8. **Customer Service Lateral:** Customer owned wastewater service lateral extending from the end of the Company Service Lateral or connection to and within the customer's premise.
9. **Domestic Wastewater:** The liquid waste or liquid borne waste: (1) resulting from the non-commercial preparation, cooking and handling of food; (2) consisting of human excrement; or (3) consisting of wastewater, non-commercial laundering water, domestic housekeeping wastewater, and similar types of wastes from sanitary uses, whether generated in residences or sanitary facilities in commercial or industrial facilities, but does not include any storm water or ground water introduced from facilities such as roof leaders, sump pumps, floor drains or industrial wastewater. Domestic Wastewater includes sanitary wastes having suspended solids (SS) less than 300mg/L, 5 day Biochemical Oxygen Demand (BOD%) less than 300 mg/L, and a chlorine demand less than 25mg/L.
10. **Dwelling Unit:** A structure or dwelling intended to be occupied as a whole by one family.
11. **Equivalent Dwelling Units (EDU):** The EDU is a measure based upon the estimated average daily wastewater flow for the type of business, as calculated by the PaDEP Regulation at 25 Pa Code: 73.17 divided by the typical estimated average daily wastewater flow from a current single-family unit (One EDU shall be equal to 400 gallons per day of sewage for a single-family unit, unless modified by the Company).
12. **Garbage:** The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
13. **Garbage Properly Shredded:** The term "Properly Shredded Garbage", as used herein, shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

14. **Grinder pump:** Any mechanical or powered device, owned by the Customer, used to grind, macerate or fluidize garbage so that it can be discharged into the Sanitary Sewer.
15. **Industrial/Commercial Wastes:** Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from domestic wastewater.
16. **Industrial/Commercial Waste Permit:** A wastewater permit issued as required by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
17. **Industrial/Commercial Waste Pretreatment Program:** A program established by the Company that requires industrial and commercial dischargers to monitor, test, treat and control as necessary pollutants in their wastewater prior to discharge into the Sanitary Sewer.
18. **Line extension (for line extension purposes):** An addition to the Company's main line which is necessary to serve the premises of a Customer. Refer to Section G.
19. **Main:** The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.
20. **Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.
21. **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.
22. **Pretreatment:** The application of physical, chemical and/or biological processes to reduce the amount of pollutants in, or alter the nature of the polluting properties of, an industrial/commercial process wastewater prior to discharging such wastewater into the Sanitary Sewer.
23. **Public Utility:** Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric or wastewater collection, treatment, or disposal for the public for compensation.

24. **Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit.
25. **Regulatory Agency:** Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), 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.
26. **Sanitary Sewer:** A sewer which primarily carries sanitary wastewater, together with such storm, surface and ground water as may be present.
27. **Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas.
28. **Suspended Solids:** Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
29. **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.
30. **Toxic Substances:** Any substances where gaseous, liquid or solid waste 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 plant, or as defined pursuant to PL 92500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
31. **Wastes:** Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.
32. **Wastewater:** The liquid and water-carried wastes from dwellings, commercial facilities, industrial facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, in the Company's sewer system.

PART III: RULES AND REGULATIONS

Section A - Applications for Service

1. **Service Application Required:** 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.

2. **Change in Ownership or Tenancy:** A new application must be made to the Company upon any change in ownership where the owner of the property is the Customer, or upon any change in the identity of a lessee where the lessee of the property is the Customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days notice if a new application has not been made and approved for the new customer.
3. **Acceptance of Application:** An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application.
4. **Temporary Service:** In the case of temporary service for less than a 12-month period, the Company may require the Customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the actual costs differ from the estimate, the Applicant will pay to the Company any excess amount due or the Company will refund to the Applicant any excess amount paid.

Section B - Construction and Maintenance of Facilities

1. **Customer Service Lateral:** The Customer service lateral shall be furnished, installed, maintained and/or replaced in accordance with company specifications, when necessary, by and at the sole expense of the Customer. The Company reserves the right to determine the size, type, quality, depth, and connection location of the customer service laterals. Prior to connection to the Company service lateral, the Customer, at their sole cost, shall have the Customer service lateral air pressure tested and checked for alignment by a Company approved qualified person under the supervision of a Company representative.
2. **Separate Trench:** The customer wastewater service lateral shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. **Customer's Responsibilities:** 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. All leaks in the Customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the Customer as determined solely by the Company.
4. **Customer Grinder Pump:** In areas of the collection system where the Company has installed a pressure sewage collection system or where required as determined by the Company, the Customer, in conjunction with the construction of their service lateral, shall install, own, operate, and maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company.
5. **Right to Reject:** The Company may refuse to connect with any customer service lateral or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.

6. **Water Use Standards for Certain Plumbing Fixtures:** This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

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

Plumbing Fixture	Maximum Water Use
water closets	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.

7. **Individual Service Laterals:** Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service lateral connected directly to the Company Service lateral, and that Customer Service lateral shall not cross over the property of or serve any other customer or premise. The maximum service lateral length shall be two hundred and fifty (250) feet from the point of connections with clean-outs every 50 feet. The Company shall have the right to waive this maximum length requirement at its sole discretion. No additional attachment may be made to any Customer Service lateral for any purpose without the express written approval of the Company.

8. **Connection to Company Mains:** No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service laterals from the main to the property line or right-of-way.

Section C - Discontinuance, Termination and Restoration of Service

1. **Discontinuance by Customer:** Where a customer requests the Company to discontinue service, the following rules shall apply:
 - (a) A customer who wishes to have service discontinued shall give at least three (3) days notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the Customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the Customer's intent to discontinue service. The Customer shall not begin to use nor cease to use wastewater service without the prior consent of the Company. A customer discontinuing service remains a customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of nine (9) months.
 - (b) Where a customer requests turn-on of service within six (6) months of disconnection, the Customer shall be subject to monthly minimum billing for the period of disconnection.
2. **Termination by Company:** Wastewater and/or water service to the Customer may be terminated for good cause, including, but not limited to, the following:
 - (a) making an application for wastewater service that contains material misrepresentations;
 - (b) failure to repair leaks in sewer pipes or fixtures;
 - (c) tampering with any Company Service lateral, or installing or maintaining any unauthorized connection;
 - (d) theft of sewer service, which shall include taking service without having made a proper application for service under Part III, Section A;
 - (e) failure to pay, when due, any charges accruing under this tariff;
 - (f) discharge of any prohibited substance listed in Section F into the wastewater system;

- (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that has ordered an existing violation on the property to be corrected and that such order has not been complied with or
- (h) material violation of any provisions of the tariff;
- (i) failure to properly install and maintain a grinder pump, including its replacement when improperly functioning as solely determined by the Company;
- (j) any unauthorized, un-inspected, or improper connection, as herein defined, found to exist will be required to be disconnected within ten (10) days. The Company may require a plumber's sworn statement or certificate as evidence that the connection has been discontinued.
- (k) Not abiding by the provisions of the Company's Industrial/Commercial Waste Pretreatment Program.
- (l) Failure to remove direct connections to the Customer Service lateral that allow surface, subsurface, storm water, or roof run off water into the Sanitary Sewer.
- (m) Not complying with any part of this tariff.
- (n) Supplying sewer service to other units, buildings or premises when Capacity Reservation Fees have not been paid for in accordance with tariff.

In order to terminate wastewater service, the Company can at its discretion install a shut off valve on the Company's Service lateral to terminate service. The cost for the installation of the shut off valve and all the other charges accruing under this tariff shall be paid to the Company before service is restored.

3. **Turn-on Charge:** Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the Customer of a turn-on fee and the curing of the problem that gave rise to the termination if under Rule 2. Refer to Schedule of Miscellaneous Fees and Charges.

Section D - Billing and Collection

1. **Issuance of Bills:** The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. **Billing Due Date:** The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. **Late-Payment Charge:** All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. **Change in Billing Address:** Where a customer fails to notify the Company of a change in billing address, the Customer shall remain responsible to remit payment by the billing due date.
5. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. **Return Check Charge:** The customer will be responsible for return check charge as provided in the Schedule of Miscellaneous Fees and Charges section of the tariff.

7. **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 the Company determines that the bill originally rendered is 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.

Section E - Deposits

1. Residential Customers:

- (a) **New Applicants**—The Company will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Company. Then the Company may require a deposit that will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) **Existing Customers**—If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the Customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for nonpayment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.

- (c) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.

2. Nonresidential Customers:

- (a) New Applicants - A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- (c) Deposit Refunds and Interest— A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

Section F- Wastewater Control Regulations

1. General Prohibitions:

- (a) No storm water from pavements, area ways, runoff basins, 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 Sanitary Sewer.
- (b) The discharge of garbage to the Sanitary Sewer is expressly prohibited. Properly shredded biodegradable garbage may be discharged into the Sanitary Sewer with no particle greater than one-half inch in dimension.

2. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in the Company's rules may be determined in accordance with the latest DEP and EPA approved editions of "Standard Methods for the Examination of Water and Wastewater" under Act 252 as prepared by DEP and 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, test, 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, test, 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 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 customer 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.
- (d) In the event any person, firm or corporation producing any industrial wastes otherwise excluded from the Sanitary Sewer, desires to discharge the same into any portion of the Company's sanitary sewer system, the Company may at its option, consent to such discharge at a charge in accordance with the Company's established Schedule of Rates, Surcharges and discounts applicable to such Industrial/Commercial Wastes, as provided in Section K.8 entitled "Surcharge for Industrial Wastes." Such consent may be made contingent upon the applicant providing and maintaining apparatus for regulating the rate of discharge and/or treating the wastes at his or its expense prior to discharge as the Company may deem necessary. Such consent will stipulate the location and type of metering device to be used for measuring the quantity of such wastes discharged to the sewage system, and will also stipulate the method and frequency of sampling such wastes. Each analysis will be made on a composite of twenty-four (24) hourly (or a larger number of more frequent) samples of wastes collected over a singly twenty-four (24) hour day; the volume of each of the samples will be proportional to the rate of Waste flow. The average suspended solid content or acid equivalent of the wastes for the quarter will be calculated in such a manner as to be as truly representative of the entire quarterly flow and composition of the waste as possible. Particular care will be exercised to insure that the difference in character or composition of the wastes during the week ends or nights when industrial operations are at a minimum, are properly considered in arriving at quarterly averages.

3. **Prohibited Discharges for the Clarion Wastewater Operations:** The Company reserves the right to refuse connection to its Sanitary Sewer and/or to compel the discontinuance of the use of any system, or to require pre-treatment of Wastes by any Customer, in order to prevent the discharge of any Wastes to the Sanitary Sewer system which may be deemed harmful to the Sanitary Sewer system, or to have an adverse effect on the sewage treatment processes. Except from the written consent of the Company, there shall be excluded from the sewage system but not limited to, any wastes having suspended solids (SS) in excess of 300 mg/L, 5 day Biochemical Oxygen Demand (BOD5) in excess of 300 mg/L, a chlorine demand in excess of 25 mg/L and Wastes having any or all 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 32 degrees F that enters the Sanitary Sewer or Wastes entering the plant that increase the temperature of the Wastewater at the headworks of the plant to exceed 104 degrees F.
 - (c) Wastes having a pH lower than 6.0 or higher than 9.0, 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, dairy products, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material 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 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 structures of a sanitary or sewage treatment plant.
- (j) Wastes containing fats, wax, tar, grease or oil of petroleum origin, whether emulsified or not, in excess of one hundred mg/L, or petroleum oil, non biodegradable cutting oil or petroleum products of mineral oil origin in amounts that will cause interference or pass through at the wastewater treatment facilities.
- (k) Wastes containing an average concentration of oils and greases, of the Hydrocarbon variety or any Freon extractables which are not biodegradable in excess of 10 mg/L.
- (l) Wastes containing more than 10 mg/L of any of the following gases: hydrogen sulfide; sulfur dioxide; nitrous oxide; or any of the halogens.

- (m) 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 sewer system operation. Toxic pollutants or substances shall include but not limited to Wastewater containing cyanide, chromium, cadmium, mercury, copper, nickel, or materials listed as hazardous materials.
 - (n) Any waste containing toxic substances in quantities sufficient to interfere with the biochemical/biological processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
 - (o) Any waste containing radioactive isotopes or other radioactive materials.
 - (p) Sludges resulting from the treatment of concentrated solutions that are not acceptable for discharge to the Sanitary Sewer.
 - (q) Effluent limitations promulgated as categorical standards, 40 C.F.R. Chapter 1, Subchapter N and 40 C.F.R. 403.6 shall apply in any instance where they are more stringent than those in this section.
 - (r) The local limits in this section may be supplemented with more stringent limitations if the Company determines that the limitations in subsection (a) through (p) above may not be sufficient to protect the operation of the sewerage system or to enable the water pollution control plant to comply with water quality standards or effluent limitations specified in the Company's NPDES permit.
 - (s) Waste introduced into the Sanitary Sewer with any pollutants which cause pass through or interference; whether or not the customer is subject any other national, state, or local pretreatment standards or requirements.
 - (t) Waste containing any color which may not be removed in the wastewater treatment process.
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 Sanitary Sewer, except as designated by the Company.

5. **Penalties:** The Company reserves the right to terminate water and/or wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. **Damages:** In the event of any damage to the Company's wastewater system caused by a Customer, or a Customer's representative, such damage shall be immediately reported to the Company and said Customer shall reimburse the Company for the costs of such repairs, testing, consulting and all other costs associated with the damage.

Any user violating any of the provisions of these Rules and Regulations shall become liable to the Company for all expenses, losses, or damages occasioned by the Company by reason of such violation, whether incidental or consequential.

Section G- Line Extensions

1. 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".
2. 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.
3. Customer shall also pay a capacity reservation fee to the Company for each proposed equivalent dwelling unit.
4. **Size of Main and Other Facilities:** The Company shall have the exclusive right to determine the type and size of mains and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.

5. **Length of Extension:** In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the property line or right-of-way, which is equidistant from the side property lines of the last lot for which service was requested except where the Company, in its sole opinion, determines that it is necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable wastewater service. A street service connection will be provided only for customer service laterals that extend at right angles from the curb line in a straight line to the premises to be served.
6. **Offsite Development Marketing Contracts:** Where it is prudent, reasonable and in the public interest, the Company may, at its option enter into offsite development marketing contracts which depart from the standard terms of the "Sewer Main Extension Agreement" or "Sewer Main Extension Deposit Agreement". These marketing agreements shall become effective 30 days after the Company has filed a copy thereof with the Pennsylvania Public Utility Commission, or in the event that the Commission institutes an investigation, at such time as the Commission grants its approval thereof.

Section H- Service Continuity

1. **Regularity of Service:** The Company may, at any time, shut off 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.
2. **Liability for Damages:**
- (a) **Limitation of Damages for Service Interruptions:** The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause 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 question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations 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, blockage, 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. The Company shall in no event be responsible for maintenance of, or for damage done by sewage escaping from a blockage of the customer's service lateral or any other pipe or fixture, or from any other cause occurring to any premise or within any house or building.
- (c) When the Company incurs costs and the blockage or defect is determined to be on the customer's service lateral, the Company may request reimbursement and the Customer is responsible to reimburse the Company for associated costs.

Section I- Waivers

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 no 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

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, this 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.

1. **Pretreatment:** All Industrial/Commercial Waste proposed for discharge into the Sanitary Sewer shall be categorized 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 regulate and set limitations on any Waste discharge into its Sanitary Sewer by regulating the rate of any Waste discharge into its Sanitary Sewer and/or by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.

2. **IPP:** At such time as an Industrial Pretreatment Program (IPP) is required by the United States Environmental Protection Agency (EPA), Pennsylvania Department of Environmental Protection (DEP), or the Company implements an IPP, the Company shall develop and enforce the IPP in accordance with applicable regulations.
3. **Customer Limitations:** Customers specifically agree that service applies exclusively for Domestic Wastewater. If any Customer discharges Industrial or Commercial Waste that:

- (a) the existing wastewater treatment plant is unable to satisfactorily treat; or,
- (b) is not in compliance with any discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
- (c) is more costly to treat than typical Domestic Wastewater; or,
- (d) 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 pretreatment deemed necessary by the Company before such Waste is discharged into the Sanitary Sewer. No Commercial or Industrial Waste, whether pretreated or not, may be discharged without prior written authorization from the Company. The Company reserves the right to set the applicable discharge limits on any waste stream entering its collection system. An Industrial/Commercial Waste Pretreatment Agreement will need to be executed prior to allowing the discharge to occur.

4. **Company Limitations:** The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate Industrial or Commercial Waste.
5. **Flow Limitations:** The Company reserves the right to control quantities and rate of discharge of such Industrial and Commercial Wastes on the basis of 24 hours per day and 7 days per week.

6. **Grease, Oil, Sand Traps, and interceptors:** The Company reserves the right to require the installation of grease, oil, sand traps or interceptors at the Company's discretion when necessary for the proper handling of liquid wastes containing grease in excessive amounts, any flammable wastes, sand, or other harmful ingredients. All traps/interceptors shall be of a type and capacity approved by the Company and shall be located as to be readily and easily accessible for cleaning and inspection. Grease, oil, sand traps or interceptors shall be installed in all new filling stations, garages, restaurants, and other new facilities wherein heavy discharge of grease, oil, sand is to be expected. Owners of grease, oil, sand traps or interceptors are required to clean out the device on a regular basis to maintain good operation of the trap. The Company reserves the right to require owners of grease, oil, sand traps or interceptors to submit records of cleaning to the Company at the Company's discretion.

7. **Specific Dangers:** In general, any Waste provided by a Customer will be considered harmful to the Company's Sanitary Sewer and any other facility 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 sewer structures;
- (b) mechanical action that will destroy the sewer structures;
- (c) restriction of the hydraulic capacity of the sewer structures;
- (d) restriction of the normal inspection or maintenance of the sewer structures;
- (e) danger to public health and safety; or
- (f) obnoxious condition contrary to public interest.

The Company may terminate service as per Section C if any of these specific dangers, or other dangers, as determined by the Company are caused by the Customer.

8. Surcharge for Industrial/Commercial Wastes:

(a) In the event that the Company consents to accept into the Sanitary Sewer system Industrial/Commercial Wastes containing more than 300 milligrams per liter by weight (mg/L) of suspended solids and/or 300 mg/L of 5 day biochemical oxygen demand, otherwise prohibited under this Section, there is hereby imposed for such service in addition to the sanitary sewage quantity, a surcharge for the Suspended Solids and 5 day Biochemical Oxygen Demand (BOD5) contained in said wastes in excess of 300 mg/L and a chlorine demand in excess of 25 mg/L in accordance with the following schedule:

(i) \$0.10 per pound of BOD5 in excess of 300 mg/L.

(ii) \$0.06 per pound of Suspended Solids in excess of 300 mg/L.

(iii) Actual chlorine cost per pound of chlorine demand in excess of 25 mg/L.

(iv) \$0.10 per pound for COD levels above 525 mg/L.

(b) In the event the Company elects to accept Industrial/Commercial Wastes having a pH below 6.0, the total acid equivalent of such wastes, expressed as 100% sulfuric acid shall be considered as one pound of Suspended Solids. For purposes of calculating Surcharges, the total sum computed by adding the acid equivalent so determined to the actual Suspended Solids content shall be considered to be the Suspended Solids content of the acidic wastes. The charges for treatment of such acidic wastes shall be subject to the same Surcharges as above set forth for wastes containing excessive solids.

Section L. Privilege to Investigate/Right of Access

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause.

Section M. Sewer Capacity Allocation Policy for the Clarion Wastewater Operations

1. The Company shall maintain a "waiting list" of names of individuals requesting sewer capacity.
2. Individuals who wish to be placed on the list must make their request in writing indicating the following information:
 - A. name
 - B. address
 - C. phone number
 - D. location of proposed tap(s)
 - E. number of edu's required
 - F. proposed use of building
 - G. approximate date needed
3. Sewer capacity (tap) requests may be submitted any time after July 1st of the year preceeding the year in which the tap is to be utilized.
4. Once the sewer capacity reservation (tap)fee and inspection fee is paid and the sewer permit issued the permittee has six (6) months to put the tap into service. At the time the tap is placed into service the following conditions must be met: 1) the building or structure must be substantially completed, 2) the lateral shall be constructed and tapped into the main sewer line, and 3) the permittee shall commence paying monthly sewer bills.
5. If the conditions outlined in item #4 are not met within the allotted six month period, the sewer permit shall be revoked and the sewer capacity reservation (tap) fee and inspection fee forfeited. The Company shall notify the permittee of such action, in writing.
6. Having one's name on the waiting list shall constitute having an "option" to obtain sewer capacity in the subject year. After the 1st of each year the Company may sell sewer capacity to individuals not on the waiting list or to individuals not at the top of the waiting list to the extent that the sale of the sewer capacity when added to the total number of edu's on the waiting list (or ahead of that individual on the list) does not exceed the total number of edu's available to be added to the system during that year. If the sale of the sewer capacity (and resulting edu's) would result in the potential of exceeding total allowable edu's, when considered in conjunction with the

total edu's requested on the waiting list (or ahead of the applicant on the list), the sale could not be made until those individuals on the waiting list (or ahead on the list) are contacted. At that point, the Company shall determine the availability of edu's by contacting the individuals on the waiting list beginning with the first person and working down the list.

The individual will be asked if they wish to exercise their option to obtain sewer capacity.

If they would, they will have five (5) days to submit an application for sewer permit and pay the designated sewer capacity reservation (tap) fee and inspection fee, at which time the six month "clock" begins. If they elect not to exercise their option at the time of notification their name will be dropped from the waiting list. To place their name back on the waiting list for future consideration they will need to provide another written request (see item #3).

Tariff Wastewater PA P.U.C. No.10
Canceling Wastewater PA P.U.C. No. 5

Pennsylvania-American Water Company
Clarion Wastewater Operations
(Hereinafter referred to as the "Company")

D/B/A

Pennsylvania American Water

RATES, RULES AND REGULATIONS
GOVERNING THE PROVISION OF WASTEWATER
COLLECTION TREATMENT AND/OR DISPOSAL SERVICE
TO THE PUBLIC IN CLARION BOROUGH, CLARION TOWNSHIP
AND MONROE TOWNSHIP, CLARION COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

This tariff makes increases and changes to existing
rates, rules and regulations.

Issued: April 23, 2010

Effective: June 22, 2010

By: Kathy Pape, President
Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033

LIST OF CHANGES

Increases/Decreases

This tariff provides for one set of uniform rates for the Company's Clarion Wastewater Operations. All metered and unmetered charges have been increased for an overall increase of 83.61%.

The Company is proposing to change service charges and increase the volumetric charges for each bill class to recover the proposed increase.

The \$100 advance deposit required to be placed on the Company's sewer capacity waiting list has been increased to \$200.

The service lateral inspection fee has been increased from \$50.00 to \$100.

A \$30 service reconnection and discontinuance fee has been added.

A \$20 return check fee has been added.

The Company is adding a service charge discount of 65% for qualifying low income customers.

Changes

A page has been added for the State Tax Adjustment Surcharge.

Language has been added to include capacity reservation fees and their applicability under "Schedule of Miscellaneous Fees and Charges".

The entire set of Rules and Regulations has been revised to more closely align with the Commission's generic set of Wastewater Rules and Regulations and to also better reflect the actual operations of the Northeast Wastewater system, therefore this section has not been redlined.

The language for Clarion Wastewater's sewer capacity allocation policy has been retained as Section M. References to "taps" have been changed to "sewer capacity".

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TERRITORIES SERVED

Clarion County

Clarion Borough and portions of the Townships of Clarion and Monroe.

Part I: Rates

Schedule of Rates for Service

Metered Charges

Service Charges

All metered customers shall be subject to a monthly service charge.

<u>Bill Class</u>	<u>Monthly Service Charge</u>
Residential	\$15.00
Commercial	30.00
Industrial	30.00
Municipal	30.00

Usage Charge For All Bill Classes

(Based on water or wastewater usage)

Usage Charge \$.7620 per hundred gallons

Unmetered Charges

Flat rate fees for customers not metered for water or wastewater usage.

<u>Unmetered Rates</u>	<u>Monthly Rate</u>
Residential Flat Rate	\$40.37 per tap
Commercial Flat Rate	55.37 per tap
Municipal Flat Rate	2,980.00 Flat Fee

Schedule of Miscellaneous Fees and Charges

A. Capacity Reservation Fee

A fee per EDU charged by the Company for the allocation of treatment, pumping, and transmission, trunk and interceptor main capacity. (C)(I)

1. Shared Service Laterals: Each residential unit will be treated separately for purposes of determining an applicable capacity reservation fee whether such residential unit is served by a single service lateral or share a common service lateral with one of more other residential units.
2. Within the Company's service territory or for any future development, a capacity reservation fee of \$1,000 per EDU will be charged. A \$200 advance deposit is required to be placed on the Sewer Capacity "waiting list" with the remainder payable at the time of Connection. See Section M, Sewer Capacity Allocation Policy.

B. Service Lateral Inspection Fee (C)(I)

A \$100 inspection fee will be charged for the Company's time involved in the inspection of a service lateral tie-in to the Company's wastewater system.

C. Service Reconnection and Discontinuance Fee (C)(I)

A fee will be charged for the shut-off and turn-on of any service. The fee for service performed during regularly scheduled hours shall be \$30. For non-regularly-scheduled working hours, the fee is equivalent to the cost incurred by the Company. The Service Reconnection and Discontinuance Fee will apply only once if the customer is both a water and wastewater customer of the Company.

D. Return Check Charges (C)(I)

The customer will be responsible for the payment of a \$20 charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the Customer by the bank. The Return Check Charge will apply only once if the customer is both a water and wastewater customer of the Company.

Schedule of Rates Applicable to All Rate Zones
For Qualifying Low-Income Customers (C)

Tariff Qualifications

In order to qualify to be billed under this tariff, a customer must meet the low-income criteria of 150% based on the Federal Poverty Level. After qualifying to be billed under this tariff, customers must continually make timely payments on the discounted bills.

Rates for Service

The rates for the service charge or minimum bill under this tariff will be 35% of the prevailing service charge or minimum bill in the rate zone where service is received.

The rate for wastewater usage shall be billed at the existing rates applicable to the rate zone where service is received.

STATE TAX ADJUSTMENT SURCHARGE

(C)

In addition to the net charges provided for in this Tariff, a surcharge of negative 0.00% will apply to all services rendered.

The above surcharges will be recomputed, using the elements prescribed by the Commission whenever any of the tax rates used in calculation of the surcharge are changed.

The above recalculations will be submitted to the Commission within 10 days after the occurrence of the event or date which occasioned such recomputations. If the recomputed surcharge is less than the one in effect, the Company will, and if the recomputed surcharge is more than the one 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.

PART II: DEFINITIONS

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. **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 A, of this tariff.
2. **B.O.D. (Biochemical Oxygen Demand):** The quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under the standard laboratory procedure for five (5) days at twenty (20) degrees Centigrade. The standard laboratory procedure shall be that found in the latest approved edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.
3. **Capacity Reservation fee:** A fee charged by the Company for the allocation of capacity on a per EDU basis.
4. **Commission:** The Pennsylvania Public Utility Commission.
5. **Company:** Pennsylvania-American Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
6. **Company Service Lateral:** Company owned wastewater service lateral from the sewer main of the Company which connects to the Customer Service Lateral at the edge of the right-of-way or actual property line.

7. **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.
8. **Customer Service Lateral:** Customer owned wastewater service lateral extending from the end of the Company Service Lateral or connection to and within the customer's premise.
9. **Domestic Wastewater:** The liquid waste or liquid borne waste: (1) resulting from the non-commercial preparation, cooking and handling of food; (2) consisting of human excrement; or (3) consisting of wastewater, non-commercial laundering water, domestic housekeeping wastewater, and similar types of wastes from sanitary uses, whether generated in residences or sanitary facilities in commercial or industrial facilities, but does not include any storm water or ground water introduced from facilities such as roof leaders, sump pumps, floor drains or industrial wastewater. Domestic Wastewater includes sanitary wastes having suspended solids (SS) less than 300mg/L, 5 day Biochemical Oxygen Demand (BOD%) less than 300 mg/L, and a chlorine demand less than 25mg/L.
10. **Dwelling Unit:** A structure or dwelling intended to be occupied as a whole by one family.
11. **Equivalent Dwelling Units (EDU):** The EDU is a measure based upon the estimated average daily wastewater flow for the type of business, as calculated by the PaDEP Regulation at 25 Pa Code: 73.17 divided by the typical estimated average daily wastewater flow from a current single-family unit (One EDU shall be equal to 400 gallons per day of sewage for a single-family unit, unless modified by the Company).
12. **Garbage:** The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
13. **Garbage Properly Shredded:** The term "Properly Shredded Garbage", as used herein, shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

14. **Grinder pump:** Any mechanical or powered device, owned by the Customer, used to grind, macerate or fluidize garbage so that it can be discharged into the Sanitary Sewer.
15. **Industrial/Commercial Wastes:** Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from domestic wastewater.
16. **Industrial/Commercial Waste Permit:** A wastewater permit issued as required by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
17. **Industrial/Commercial Waste Pretreatment Program:** A program established by the Company that requires industrial and commercial dischargers to monitor, test, treat and control as necessary pollutants in their wastewater prior to discharge into the Sanitary Sewer.
18. **Line extension (for line extension purposes):** An addition to the Company's main line which is necessary to serve the premises of a Customer. Refer to Section G.
19. **Main:** The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.
20. **Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.
21. **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.
22. **Pretreatment:** The application of physical, chemical and/or biological processes to reduce the amount of pollutants in, or alter the nature of the polluting properties of, an industrial/commercial process wastewater prior to discharging such wastewater into the Sanitary Sewer.
23. **Public Utility:** Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric, and natural gas service, or wastewater collection, treatment, or disposal, to or for the public for compensation.

24. **Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit.
25. **Regulatory Agency:** Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), 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.
26. **Sanitary Sewer:** A sewer which primarily carries sanitary wastewater, together with such storm, surface and ground water as may be present.
27. **Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas.
28. **Suspended Solids:** Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
29. **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.
30. **Toxic Substances:** Any substances where gaseous, liquid or solid waste 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 plant, or as defined pursuant to PL 92500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
31. **Wastes:** Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.
32. **Wastewater:** The liquid and water-carried wastes from dwellings, commercial facilities, industrial facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, in the Company's sewer system.

PART III: RULES AND REGULATIONS

Section A - Applications for Service

1. **Service Application Required:** 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.

2. **Change in Ownership or Tenancy:** A new application must be made to the Company upon any change in ownership where the owner of the property is the Customer, or upon any change in the identity of a lessee where the lessee of the property is the Customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days notice if a new application has not been made and approved for the new customer.
3. **Acceptance of Application:** An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application.
4. **Temporary Service:** In the case of temporary service for less than a 12-month period, the Company may require the Customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the actual costs differ from the estimate, the Applicant will pay to the Company any excess amount due or the Company will refund to the Applicant any excess amount paid.

Section B - Construction and Maintenance of Facilities

1. **Customer Service Lateral:** The Customer service lateral shall be furnished, installed, maintained and/or replaced in accordance with company specifications, when necessary, by and at the sole expense of the Customer. The Company reserves the right to determine the size, type, quality, depth, and connection location of the customer service laterals. Prior to connection to the Company service lateral, the Customer, at their sole cost, shall have the Customer service lateral air pressure tested and checked for alignment by a Company approved qualified person under the supervision of a Company representative.
2. **Separate Trench:** The customer wastewater service lateral shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. **Customer's Responsibilities:** 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. All leaks in the Customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the Customer as determined solely by the Company.
4. **Customer Grinder Pump:** In areas of the collection system where the Company has installed a pressure sewage collection system or where required as determined by the Company, the Customer, in conjunction with the construction of their service lateral, shall install, own, operate, and maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company.
5. **Right to Reject:** The Company may refuse to connect with any customer service lateral or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.

6. **Water Use Standards for Certain Plumbing Fixtures:** This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

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

<u>Plumbing</u> <u>Fixture</u>	<u>Maximum</u> <u>Water Use</u>
water closets	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.

7. **Individual Service Laterals:** Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service lateral connected directly to the Company Service lateral, and that Customer Service lateral shall not cross over the property of or serve any other customer or premise. The maximum service lateral length shall be two hundred and fifty (250) feet from the point of connections with clean-outs every 50 feet. The Company shall have the right to waive this maximum length requirement at its sole discretion. No additional attachment may be made to any Customer Service lateral for any purpose without the express written approval of the Company.

8. **Connection to Company Mains:** No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service laterals from the main to the property line or right-of-way.

Section C - Discontinuance, Termination and Restoration of Service

1. **Discontinuance by Customer:** Where a customer requests the Company to discontinue service, the following rules shall apply:
 - (a) A customer who wishes to have service discontinued shall give at least three (3) days notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the Customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the Customer's intent to discontinue service. The Customer shall not begin to use nor cease to use wastewater service without the prior consent of the Company. A customer discontinuing service remains a customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of nine (9) months.
 - (b) Where a customer requests turn-on of service within six (6) months of disconnection, the Customer shall be subject to monthly minimum billing for the period of disconnection.

2. **Termination by Company:** Wastewater and/or water service to the Customer may be terminated for good cause, including, but not limited to, the following:
 - (a) making an application for wastewater service that contains material misrepresentations;
 - (b) failure to repair leaks in sewer pipes or fixtures;
 - (c) tampering with any Company Service lateral, or installing or maintaining any unauthorized connection;
 - (d) theft of sewer service, which shall include taking service without having made a proper application for service under Part III, Section A;
 - (e) failure to pay, when due, any charges accruing under this tariff;
 - (f) discharge of any prohibited substance listed in Section F into the wastewater system;

- (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that has ordered an existing violation on the property to be corrected and that such order has not been complied with or
- (h) material violation of any provisions of the tariff;
- (i) failure to properly install and maintain a grinder pump, including its replacement when improperly functioning as solely determined by the Company;
- (j) any unauthorized, un-inspected, or improper connection, as herein defined, found to exist will be required to be disconnected within ten (10) days. The Company may require a plumber's sworn statement or certificate as evidence that the connection has been discontinued.
- (k) Not abiding by the provisions of the Company's Industrial/Commercial Waste Pretreatment Program.
- (l) Failure to remove direct connections to the Customer Service lateral that allow surface, subsurface, storm water, or roof run off water into the Sanitary Sewer.
- (m) Not complying with any part of this tariff.
- (n) Supplying sewer service to other units, buildings or premises when Capacity Reservation Fees have not been paid for in accordance with tariff.

In order to terminate wastewater service, the Company can at its discretion install a shut off valve on the Company's Service lateral to terminate service. The cost for the installation of the shut off valve and all the other charges accruing under this tariff shall be paid to the Company before service is restored.

3. **Turn-on Charge:** Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the Customer of a turn-on fee and the curing of the problem that gave rise to the termination if under Rule 2. Refer to Schedule of Miscellaneous Fees and Charges.

Section D - Billing and Collection

1. **Issuance of Bills:** The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. **Billing Due Date:** The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. **Late-Payment Charge:** All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. **Change in Billing Address:** Where a customer fails to notify the Company of a change in billing address, the Customer shall remain responsible to remit payment by the billing due date.
5. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. **Return Check Charge:** The customer will be responsible for return check charge as provided in the Schedule of Miscellaneous Fees and Charges section of the tariff.

7. **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 the Company determines that the bill originally rendered is 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.

Section E - Deposits

1. Residential Customers:

- (a) **New Applicants**—The Company will provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months or has an unpaid balance for prior service from the Company. Then the Company may require a deposit that will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) **Existing Customers**—If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the Customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.

- (c) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.

2. Nonresidential Customers:

- (a) New Applicants - A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- (c) Deposit Refunds and Interest— A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

Section F- Wastewater Control Regulations

1. General Prohibitions:

- (a) No storm water from pavements, area ways, runoff basins, 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 Sanitary Sewer.
- (b) The discharge of garbage to the Sanitary Sewer is expressly prohibited. Properly shredded biodegradable garbage may be discharged into the Sanitary Sewer with no particle greater than one-half inch in dimension.

2. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in the Company's rules may be determined in accordance with the latest DEP and EPA approved editions of "Standard Methods for the Examination of Water and Wastewater" under Act 252 as prepared by DEP and 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, test, 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, test, 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 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 customer 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.
- (d) In the event any person, firm or corporation producing any industrial wastes otherwise excluded from the Sanitary Sewer, desires to discharge the same into any portion of the Company's sanitary sewer system, the Company may at its option, consent to such discharge at a charge in accordance with the Company's established Schedule of Rates, Surcharges and discounts applicable to such Industrial/Commercial Wastes, as provided in Section K.8 entitled "Surcharge for Industrial Wastes." Such consent may be made contingent upon the applicant providing and maintaining apparatus for regulating the rate of discharge and/or treating the wastes at his or its expense prior to discharge as the Company may deem necessary. Such consent will stipulate the location and type of metering device to be used for measuring the quantity of such wastes discharged to the sewage system, and will also stipulate the method and frequency of sampling such wastes. Each analysis will be made on a composite of twenty-four (24) hourly (or a larger number of more frequent) samples of wastes collected over a singly twenty-four (24) hour day; the volume of each of the samples will be proportional to the rate of Waste flow. The average suspended solid content or acid equivalent of the wastes for the quarter will be calculated in such a manner as to be as truly representative of the entire quarterly flow and composition of the waste as possible. Particular care will be exercised to insure that the difference in character or composition of the wastes during the week ends or nights when industrial operations are at a minimum, are properly considered in arriving at quarterly averages.

3. **Prohibited Discharges for the Clarion Wastewater Operations:** The Company reserves the right to refuse connection to its Sanitary Sewer and/or to compel the discontinuance of the use of any system, or to require pre-treatment of Wastes by any Customer, in order to prevent the discharge of any Wastes to the Sanitary Sewer system which may be deemed harmful to the Sanitary Sewer system, or to have an adverse effect on the sewage treatment processes. Except from the written consent of the Company, there shall be excluded from the sewage system but not limited to, any wastes having suspended solids (SS) in excess of 300 mg/L, 5 day Biochemical Oxygen Demand (BOD5) in excess of 300 mg/L, a chlorine demand in excess of 25 mg/L and Wastes having any or all 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 32 degrees F that enters the Sanitary Sewer or Wastes entering the plant that increase the temperature of the Wastewater at the headworks of the plant to exceed 104 degrees F.
 - (c) Wastes having a pH lower than 6.0 or higher than 9.0, 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, dairy products, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material 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 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 structures of a sanitary or sewage treatment plant.
- (j) Wastes containing fats, wax, tar, grease or oil of petroleum origin, whether emulsified or not, in excess of one hundred mg/L, or petroleum oil, non biodegradable cutting oil or petroleum products of mineral oil origin in amounts that will cause interference or pass through at the wastewater treatment facilities.
- (k) Wastes containing an average concentration of oils and greases, of the Hydrocarbon variety or any Freon extractables which are not biodegradable in excess of 10 mg/L.
- (l) Wastes containing more than 10 mg/L of any of the following gases: hydrogen sulfide; sulfur dioxide; nitrous oxide; or any of the halogens.

- (m) 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 sewer system operation. Toxic pollutants or substances shall include but not limited to Wastewater containing cyanide, chromium, cadmium, mercury, copper, nickel, or materials listed as hazardous materials.
 - (n) Any waste containing toxic substances in quantities sufficient to interfere with the biochemical/biological processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
 - (o) Any waste containing radioactive isotopes or other radioactive materials.
 - (p) Sludges resulting from the treatment of concentrated solutions that are not acceptable for discharge to the Sanitary Sewer.
 - (q) Effluent limitations promulgated as categorical standards, 40 C.F.R. Chapter 1, Subchapter N and 40 C.F.R. 403.6 shall apply in any instance where they are more stringent than those in this section.
 - (r) The local limits in this section may be supplemented with more stringent limitations if the Company determines that the limitations in subsection (a) through (p) above may not be sufficient to protect the operation of the sewerage system or to enable the water pollution control plant to comply with water quality standards or effluent limitations specified in the Company's NPDES permit.
 - (s) Waste introduced into the Sanitary Sewer with any pollutants which cause pass through or interference; whether or not the customer is subject any other national, state, or local pretreatment standards or requirements.
 - (t) Waste containing any color which may not be removed in the wastewater treatment process.
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 Sanitary Sewer, except as designated by the Company.

5. **Penalties:** The Company reserves the right to terminate water and/or wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.

6. **Damages:** In the event of any damage to the Company's wastewater system caused by a Customer, or a Customer's representative, such damage shall be immediately reported to the Company and said Customer shall reimburse the Company for the costs of such repairs, testing, consulting and all other costs associated with the damage.

Any user violating any of the provisions of these Rules and Regulations shall become liable to the Company for all expenses, losses, or damages occasioned by the Company by reason of such violation, whether incidental or consequential.

Section G- Line Extensions

1. 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".

2. 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.

3. Customer shall also pay a capacity reservation fee to the Company for each proposed equivalent dwelling unit.

4. **Size of Main and Other Facilities:** The Company shall have the exclusive right to determine the type and size of mains and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.

5. **Length of Extension:** In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the property line or right-of-way, which is equidistant from the side property lines of the last lot for which service was requested except where the Company, in its sole opinion, determines that it is necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable wastewater service. A street service connection will be provided only for customer service laterals that extend at right angles from the curb line in a straight line to the premises to be served.
6. **Offsite Development Marketing Contracts:** Where it is prudent, reasonable and in the public interest, the Company may, at its option enter into offsite development marketing contracts which depart from the standard terms of the "Sewer Main Extension Agreement" or "Sewer Main Extension Deposit Agreement". These marketing agreements shall become effective 30 days after the Company has filed a copy thereof with the Pennsylvania Public Utility Commission, or in the event that the Commission institutes an investigation, at such time as the Commission grants its approval thereof.

Section H- Service Continuity

1. **Regularity of Service:** The Company may, at any time, shut off 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.
2. **Liability for Damages:**
- (a) **Limitation of Damages for Service Interruptions:** The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause 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 question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations 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, blockage, 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. The Company shall in no event be responsible for maintenance of, or for damage done by sewage escaping from a blockage of the customer's service lateral or any other pipe or fixture, or from any other cause occurring to any premise or within any house or building.
- (c) When the Company incurs costs and the blockage or defect is determined to be on the customer's service lateral, the Company may request reimbursement and the Customer is responsible to reimburse the Company for associated costs.

Section I- Waivers

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 no 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

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, this 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.

1. **Pretreatment:** All Industrial/Commercial Waste proposed for discharge into the Sanitary Sewer shall be categorized 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 regulate and set limitations on any Waste discharge into its Sanitary Sewer by regulating the rate of any Waste discharge into its Sanitary Sewer and/or by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.

2. **IPP:** At such time as an Industrial Pretreatment Program (IPP) is required by the United States Environmental Protection Agency (EPA), Pennsylvania Department of Environmental Protection (DEP), or the Company implements an IPP, the Company shall develop and enforce the IPP in accordance with applicable regulations.
3. **Customer Limitations:** Customers specifically agree that service applies exclusively for Domestic Wastewater. If any Customer discharges Industrial or Commercial Waste that:

- (a) the existing wastewater treatment plant is unable to satisfactorily treat; or,
- (b) is not in compliance with any discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
- (c) is more costly to treat than typical Domestic Wastewater; or,
- (d) 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 pretreatment deemed necessary by the Company before such Waste is discharged into the Sanitary Sewer. No Commercial or Industrial Waste, whether pretreated or not, may be discharged without prior written authorization from the Company. The Company reserves the right to set the applicable discharge limits on any waste stream entering its collection system. An Industrial/Commercial Waste Pretreatment Agreement will need to be executed prior to allowing the discharge to occur.

4. **Company Limitations:** The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate Industrial or Commercial Waste.
5. **Flow Limitations:** The Company reserves the right to control quantities and rate of discharge of such Industrial and Commercial Wastes on the basis of 24 hours per day and 7 days per week.

6. **Grease, Oil, Sand Traps, and interceptors:** The Company reserves the right to require the installation of grease, oil, sand traps or interceptors at the Company's discretion when necessary for the proper handling of liquid wastes containing grease in excessive amounts, any flammable wastes, sand, or other harmful ingredients. All traps/interceptors shall be of a type and capacity approved by the Company and shall be located as to be readily and easily accessible for cleaning and inspection. Grease, oil, sand traps or interceptors shall be installed in all new filling stations, garages, restaurants, and other new facilities wherein heavy discharge of grease, oil, sand is to be expected. Owners of grease, oil, sand traps or interceptors are required to clean out the device on a regular basis to maintain good operation of the trap. The Company reserves the right to require owners of grease, oil, sand traps or interceptors to submit records of cleaning to the Company at the Company's discretion.
7. **Specific Dangers:** In general, any Waste provided by a Customer will be considered harmful to the Company's Sanitary Sewer and any other facility 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 sewer structures;
 - (b) mechanical action that will destroy the sewer structures;
 - (c) restriction of the hydraulic capacity of the sewer structures;
 - (d) restriction of the normal inspection or maintenance of the sewer structures;
 - (e) danger to public health and safety; or
 - (f) obnoxious condition contrary to public interest.

The Company may terminate service as per Section C if any of these specific dangers, or other dangers, as determined by the Company are caused by the Customer.

8. Surcharge for Industrial/Commercial Wastes:

- (a) In the event that the Company consents to accept into the Sanitary Sewer system Industrial/Commercial Wastes containing more than 300 milligrams per liter by weight (mg/L) of suspended solids and/or 300 mg/L of 5 day biochemical oxygen demand, otherwise prohibited under this Section, there is hereby imposed for such service in addition to the sanitary sewage quantity, a surcharge for the Suspended Solids and 5 day Biochemical Oxygen Demand (BOD5) contained in said wastes in excess of 300 mg/L and a chlorine demand in excess of 25 mg/L in accordance with the following schedule:
- (i) \$0.10 per pound of BOD5 in excess of 300 mg/L.
 - (ii) \$0.06 per pound of Suspended Solids in excess of 300 mg/L.
 - (iii) Actual chlorine cost per pound of chlorine demand in excess of 25 mg/L.
 - (iv) \$0.10 per pound for COD levels above 525 mg/L.
- (b) In the event the Company elects to accept Industrial/Commercial Wastes having a pH below 6.0, the total acid equivalent of such wastes, expressed as 100% sulfuric acid shall be considered as one pound of Suspended Solids. For purposes of calculating Surcharges, the total sum computed by adding the acid equivalent so determined to the actual Suspended Solids content shall be considered to be the Suspended Solids content of the acidic wastes. The charges for treatment of such acidic wastes shall be subject to the same Surcharges as above set forth for wastes containing excessive solids.

Section L. Privilege to Investigate/Right of Access

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause.

Section M. Sewer Capacity Allocation Policy for the Clarion Wastewater Operations

1. The Company shall maintain a "waiting list" of names of individuals requesting sewer capacity.
2. Individuals who wish to be placed on the list must make their request in writing indicating the following information:
 - A. name
 - B. address
 - C. phone number
 - D. location of proposed tap(s)
 - E. number of edu's required
 - F. proposed use of building
 - G. approximate date needed
3. Sewer capacity (tap) requests may be submitted any time after July 1st of the year preceeding the year in which the tap is to be utilized.
4. Once the sewer capacity reservation (tap)fee and inspection fee is paid and the sewer permit issued the permittee has six (6) months to put the tap into service. At the time the tap is placed into service the following conditions must be met: 1) the building or structure must be substantially completed, 2) the lateral shall be constructed and tapped into the main sewer line, and 3) the permittee shall commence paying monthly sewer bills.
5. If the conditions outlined in item #4 are not met within the allotted six month period, the sewer permit shall be revoked and the sewer capacity reservation (tap) fee and inspection fee forfeited. The Company shall notify the permittee of such action, in writing.
6. Having one's name on the waiting list shall constitute having an "option" to obtain sewer capacity in the subject year. After the 1st of each year the Company may sell sewer capacity to individuals not on the waiting list or to individuals not at the top of the waiting list to the extent that the sale of the sewer capacity when added to the total number of edu's on the waiting list (or ahead of that individual on the list) does not exceed the total number of edu's available to be added to the system during that year. If the sale of the sewer capacity (and resulting edu's) would result in the potential of exceeding total allowable edu's, when considered in conjunction with the

total edu's requested on the waiting list (or ahead of the applicant on the list), the sale could not be made until those individuals on the waiting list (or ahead on the list) are contacted. At that point, the Company shall determine the availability of edu's by contacting the individuals on the waiting list beginning with the first person and working down the list.

The individual will be asked if they wish to exercise their option to obtain sewer capacity.

If they would, they will have five (5) days to submit an application for sewer permit and pay the designated sewer capacity reservation (tap) fee and inspection fee, at which time the six month "clock" begins. If they elect not to exercise their option at the time of notification their name will be dropped from the waiting list. To place their name back on the waiting list for future consideration they will need to provide another written request (see item #3).

PENNSYLVANIA-AMERICAN WATER COMPANY
CLARION AREA
(Hereinafter referred to as the "Company")

D/B/A

Pennsylvania American Water

RATES, RULES AND REGULATIONS
GOVERNING THE FURNISHING OF
WASTEWATER COLLECTION AND DISPOSAL SERVICE
TO THE PUBLIC IN
CLARION BOROUGH, CLARION TOWNSHIP AND
MONROE TOWNSHIP, CLARION COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Filed in compliance with Pennsylvania Public Utility Commission Order
A-230073F0009, entered October 28, 2008.

Issued: October 31, 2008

Effective: October 30, 2008

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LIST OF CHANGES

List of Changes:

This tariff supplement is being originally filed as Tariff Wastewater PA P.U.C. No. 5 for the Pennsylvania American Water Company in accordance with Commission approval at A-230073F0009 for the acquisition of Clarion Area Authority by Pennsylvania American Water Company, adopted October 23, 2008.

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Schedule of Rates for Service

Metered Rates

Customer Charges:

Applicable to All Customers:

Monthly Minimum Charge

\$20.00

<u>Consumption Charges</u>	<u>Rate Per 100 Gallons</u>
For the first 2,999 gallons per month	\$0.00
For the next 7,000 gallons per month	.458
For the next 9,000 gallons per month	.441
For the next 12,000 gallons per month	.411
For the next 29,001 gallons per month	.356
All in excess of 60,000 gallons per month	.356

Unmetered Rates

Monthly Rate

Residential Flat Rate	20.00 per tap
Commercial Flat Rate	20.00 per tap
Municipal Flat Rate	1,625.00 Flat Fee

Other Charges

Tap Fee - \$1,000 which includes \$100.00 non-refundable deposit.

Late Payment Charge shall be charged to each customer who fails to pay the Company's bill in a timely manner as provided by this tariff. A late payment charge of 1.5% per month of the overdue amount shall be assessed in the Company's subsequent bill.

SECTION 1
SEWER SYSTEM
RULES AND REGULATIONS

DEFINITIONS:

Unless the context specifically indicates otherwise, the following words and terms used in these Sewer System Rules and Regulations shall have the following meanings:

- a. Twp shall mean the townships of Clarion and Monroe, and Borough shall mean Clarion Borough, and that Company shall mean Pennsylvania American Water.
- b. Manager, hereunder shall mean the manager of Pennsylvania American Water. The Company, as Owner, shall administer these Sewer System Rules and Regulations and its duly authorized agents or representatives.
- c. Sewage shall mean a combination of water-carried wastes from residences, business buildings, institutions, industrial and commercial establishments, together with such ground, surface or storm water as may be present.
- d. Sanitary Sewage shall mean the normal water-carried household and toilet wastes from residences, business buildings, institutions, industrial and commercial establishments, exclusive of storm water runoff, surface water or ground water.
- e. Industrial Wastes shall mean liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from sanitary sewage.
- f. Garbage shall mean solid wastes from preparation, cooking and dispensing of food and from the handling, storage and sale of such produce.
- g. Properly Shredded Garbage shall mean the wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch ($\frac{1}{2}$ ") in any dimension.
- h. Storm Water Runoff shall mean that portion of the rainfall which reaches a channel, trench or sewer.

- i. Sewer shall mean a pipe or conduit for carrying sewage.
- j. Combined Sewer shall mean a sewer designed to receive both sewage and storm water runoff which has been approved for such purpose.
- k. Sanitary Sewer shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
- l. Storm Sewer shall mean a sewer which is intended to carry storm water runoff, surface waters, groundwater drainage, etc., but which is not intended to carry any sanitary sewage or polluted industrial waste.
- m. Public Sanitary Sewage System (also called "Sewer System" and the "Public Owned Treatment Works" and the "POTW") shall mean all sanitary sewers, manholes, all pumping stations, all force mains, all sewage treatment works, and all other sewerage facilities owned and operated by the Company for the collection, transportation and treatment of sanitary sewage and industrial wastes, together with their appurtenances and any additions, extensions or improvements thereto. It shall also include sewers within the Company's service area which serve one or more persons and discharge into the public sanitary sewerage system even though those sewers may not have been constructed by the Company, in applicable cases governed by an agreement, and are not owned maintained by the Company. It does not include separate storm sewers or culverts which have been constructed for the sole purpose of carrying storm and surface runoff, the discharge from which is not and does not become tributary to the sewage treatment facilities.
- n. Occupied Building shall mean any structures erected and intended for continuous or periodic habitation, occupancy or use by human beings, animals, and from which structure sanitary sewage and industrial wastes, or either thereof, is or may be discharged.
- o. Premises Accessible to the Public Sanitary Sewage System shall mean any real estate abutting on or adjoining or having access to any street, alley or right-of-way in which a sewer is located which ultimately connects to the public sanitary sewage system.
- p. Person shall include natural persons, partnership, associations, and corporations, public or private.

- q. pH shall mean the reciprocal of the logarithm to the base 10 of the hydrogen ion concentration expressed in grams per liter. It shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for Examination of Water and Wastewater" published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.
- r. Suspended Solids shall mean solids that either float on the surface or are in suspension in water, sewage, industrial waste or other liquids, and which are removable by laboratory filtration. The quantity of suspended solids shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Wastewater", cited above.
- s. B.O.D. of Sewage or Industrial Waste shall designate its "Biochemical Oxygen Demand" and shall mean the quantity of oxygen utilized in the biochemical oxidation of the organic matter in said sewage or industrial waste under standard laboratory procedure expressed in milligrams per liter by weight. It shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" cited above.
- t. Abnormal Industrial Waste shall mean any industrial waste having a suspended solid content or B.O.D. appreciably in excess of that normally found in municipal sewage. For the purposes of these regulations, any industrial waste containing more than 350 milligrams (not final) per liter of suspended solids, or having a B.O.D. in excess of 300 milligrams (not final) per liter, shall be considered an abnormal industrial waste regardless of whether or not it contains other substances in concentrations differing appreciably from those normally found in municipal sewage.
- u. Unpolluted Water of Waste shall mean any water or waste containing none of the following: free or emulsified grease or oil; pH less than 6.0 or greater than 8.5; phenols or other substances impairing taste and odor to receiving waters; toxic poisonous substances in suspension, colloidal state or solution; obnoxious or odorous gases. It shall contain not more than 1,000 milligrams per liter by weight of dissolved solids of which not more than 250 milligrams per liter shall be as chloride and not more than 10 milligrams per liter each of suspended solids and B.O.D. The color shall not exceed 50 color units. Analyses for any of the above mentioned substances shall be made in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," cited above.

- v. Water Department shall mean any publicly or privately owned duly authorized agency, corporation or organization, including the Company, which is the approved purveyor of the public water supply within the limits of the Company's service area.
- w. Municipalities shall mean the Townships of Clarion and Monroe and the Borough of Clarion and any other governmental unit or municipality, Company or geographic area connected to the Sewer System.
- x. Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5) meters outside the inner face of the building wall.
- y. Building Sewer shall mean the extension from the building drain to the public sewer or other place of disposal.
- z. Natural Outlet shall mean any outlet into a water course, pond, ditch, lake or other body of surface or ground water.
- aa. Sludge shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty- four (24) hour concentration or flows during normal operation.
- bb. Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- cc. "Shall" is mandatory: "may" is permissive.
- dd. Toxic Pollutant shall mean any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision GW A 307(a) or other Acts.
- ee. CFR shall mean the Code of Federal Regulations.
- ff. COD shall mean Chemical Oxygen Demand.
- gg. EPA shall mean the Environmental Protection Agency.
- hh. l shall mean liter.

- ii. mg shall mean milligrams.
- jj. mg/l shall mean Milligrams per liter.
- kk. NPDES shall mean the National Pollutant Discharge Elimination System.
- ll. SIC shall mean Standard Industrial Classification.
- mm. SWDA shall mean the Solid Waste Disposal Act, 42 U.S.C. 6901 et. seq.
- nn. USC shall mean the United States Code.
- oo. TSS shall mean Total Suspended Solids.
- pp. ACT or "the Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

SECTION 2

DISCHARGE OF SANITARY SEWAGE TO PUBLIC SANITARY SEWER SYSTEM REQUIRED

- (a) All persons owning any occupied building now erected within 150' of a sewer system within the Company's service area upon premises accessible to the public sanitary sewage system, shall, at their own expense, make connection with the public sanitary sewage system in accordance with the applicable Connection Regulations in effect in the Company's service area, if they are not presently so connected.
- (b) All persons owning premises within the Company's service area accessible to the public sanitary sewage system, upon which an occupied building is subsequently erected, shall, at the time of erection of such building, and at their own expense, make connection, in conjunctions with Company personnel, with the public sanitary sewage system in accordance with the applicable Connection Regulations in effect in the Company's service area.
- (c) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the Company's service area, any human or animal excrement, garbage or other objectionable waste.
- (d) It shall be unlawful to discharge to any natural outlet within the Company's service area, any sewage or other polluted water, except where suitable treatment has been provided in accordance with subsequent provisions of these Sewer System Rules and Regulations.

- (e) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended for the disposal of sewage.
- (f) All persons owning any occupied building within the service area of the Company upon premises which subsequently become accessible to the public sanitary sewage system shall, at their own expense, make connection with the public sanitary sewage system within the time period stipulated hereinafter proper notice to do so has been given.
- (g) All connections to the public sanitary sewage system shall be made in accordance with Section 7 following.
- (h) No privy vault, cesspool, septic tank, hole or similar receptacle for human excrement shall presently or at any time hereafter be connected with the public sanitary sewage system.

**SECTION 3
PRIVATE SEWAGE DISPOSAL**

- (a) At such time as a public sewer becomes available to a property served by a private sewage disposal system of any type, a direct connection between building and sewer shall be made to the public sewer in compliance with these Sewer System Rules and Regulations, and any septic tanks, cesspools, and similar private disposal facilities shall be abandoned and filled with suitable material.

**SECTION 4
EXCLUSION OF STORM WATER RUNOFF**

- (a) The discharge of storm water runoff, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, unpolluted industrial process water, building foundation drain, or sump pump to sanitary sewers is prohibited.
- (b) All persons connecting to the public sanitary sewage system shall provide and maintain adequate means for excluding water listed in paragraph (a) from the sanitary sewer.
- (c) No person connected to sanitary sewer shall connect any roof drain, outside drain, cellar under drain, or foundation drain thereto or permit any such drains to remain connected thereto, nor shall he permit, allow or cause to enter into any sanitary sewer any spring water, surface water or unpolluted water from any other source.

- (d) Connection to the sanitary sewer system will be denied if a building drain shows presence of storm, surface, ground or other water.
- (e) Owners of buildings already connected to the Sewer System where presence of storm, ground, or other water source is detected shall be notified to correct said condition within thirty (30) days. Failure to correct shall result in the Company disconnecting the sewer connection at the owner's expense plus penalties provided herein.
- (f) All sump pumps shall have discharge permanently piped to the exterior of the building using metal or plastic pipe. Sump pumps shall not discharge storm, surface, ground, or other water prohibited herein into the public sanitary sewer system either directly or indirectly.
- (g) In the event that the Company replaces or repairs any existing collection lines, those existing customers upon being connected to the new line shall within 120 days of said connection perform the following:
 - 1. Reconstruct the building sewer and building drain with materials in accordance with these rules and regulations. In addition, the new building sewer and building drain shall comply with all other requirements of construction in these rules.
 - 2. Disconnect from the sewer system, the building sewer and building drain any and all drains (roof drains, outside drain, cellar under drain, foundation drain, sump pumps, groundwater heat pump discharge, etc.) which may be connected.
 - 3. Exclude all storm water runoff surface water, ground water, etc. (See Section 4a) from entering the sewer system by appropriate construction changes.
 - 4. Advise the Manager that any and all construction is ready for inspection prior to backfill. Said inspection shall include the piping and an investigation to determine that no excluded water or unpermitted piping connections exist. If violations to the permitted use of the sewer system are found during the inspection, connection to the sanitary sewer system will be denied and service shall be discontinued.

SECTION 5

ADMISSION OF INDUSTRIAL WASTES TO PUBLIC SANITARY SEWAGE SYSTEM

- (a) The economy and desirability of the combined treatment of industrial wastes and sanitary sewage is recognized. The treatment facilities which the Company owns and operates are of a type and design to permit reasonable flexibility in the treatment of various types of industrial wastes. In general, any and all industrial wastes may be discharged to the public sanitary sewage system except those which are deemed harmful to the system or are specifically prohibited by these Sewer System Rules and Regulations. However, it is also recognized that the treatment of abnormal industrial wastes may add to the cost of operating and maintaining the public sanitary sewage system. Such additional cost must therefore be borne by the person or persons receiving the benefit of such treatment.
- (b) The Company reserves the right to refuse connection to the public sanitary system for deleterious industrial wastes, or to compel discontinuance of the use of the system for such wastes, or to require pretreatment and/or equalization of flow thereof in order to prevent harmful or adverse effects upon the system. The design, construction and operation of such pretreatment and/or flow equalization facilities shall be made at the sole expense of the person discharging said wastes and shall be subject to the approval of the Company or its designated representative.
- (c) In general, industrial waste shall be considered harmful to the public sanitary sewage system if it may cause any of the following damaging effects:
1. Chemical reaction either directly or indirectly with the materials of construction of the public sanitary sewage system in such a manner as to impair the strength or durability of any sewage structures.
 2. Mechanical action that will destroy any sewerage structures.
 3. Restriction of the hydraulic capacity of any sewerage structures.
 4. Restriction of the normal inspection or maintenance of any sewerage structures.
 5. Danger to the public health or safety.
 6. Obnoxious conditions inimical to the public interest.

- (d) When required by the Company, any person discharging to the public sanitary sewerage system any industrial wastes, or industrial wastes and sanitary sewage together, shall install a suitable manhole or manholes or metering chamber on his connecting sewer or sewers to facilitate observation, sampling and measurement of the combined flow or wastes from his premises. Such manhole or manholes or metering chamber shall be accessible and safely located and shall be constructed in accordance with plans approved by the Company or its designated representative. The manhole or manholes or metering chamber shall be installed by such person at his expense and shall be maintained by him so as to be safe and accessible to the Company or its designated representative at all times. The construction and maintenance of such manhole or manholes or metering chamber shall be mandatory for the producers of abnormal industrial wastes, and if deemed necessary by the Company, flows from such manhole or manholes or metering chamber shall be continuously monitored, transmitted and recorded by means of an approved receiving device to be located at the treatment facility.
- (e) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in this Section, and which in the judgment of the Manager, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Manager may:
1. Reject the waste
 2. Require pretreatment to an acceptable condition for discharge to the public sewers
 3. Require control over the quantities and rates of discharge, and/or
 4. Require payment to cover the added cost of handling and treating the wastes not covered by existing sewer charges.

If the Manager permits the pretreatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the Manager, and subject to the requirements of all applicable codes, ordinances, and laws.

- (f) As may be appropriate for commercial, institutional, and industrial users, a comminutor, bar screen, or grinder pump and/or a grease trap will be required by the Company.
- (g) All manholes shall be precast inverts.

SECTION 6

UNACCEPTABLE SANITARY SEWAGE AND INDUSTRIAL WASTES

- (a) The discharge of excessive amounts of unpolluted water or waste to a sanitary sewer is expressly prohibited. However, such discharges to storm sewers will be permitted wherever such sewers are of an adequate capacity. The Company reserves the right to define the amount it deems excessive in each particular instance.
- (b) The discharge of garbage to the sewage system is expressly prohibited unless the garbage is properly shredded.
- (c) No sanitary sewage or industrial waste from any property other than that for which a permit has been issued as provided in Section 7 hereof shall be discharged to the public sanitary sewage system.
- (d) No person shall discharge to the public sanitary sewage system any sanitary sewage or industrial wastes having any of the following characteristics:
 1. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or to be injurious in any other way to the POTW or to the operation of the POTW. At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited material include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides and any other substances which the Company, the Township, the State or EPA has notified the User is a fire hazard or a hazard to the system.
 2. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interferences with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-half inch ($\frac{1}{2}$ ") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshing's, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, plastic, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or

polishing wastes.

3. Wastes having pH lower than 6.0 or higher than 8.5 or having any corrosive properties capable of causing damage or hazards to structures, equipment or personnel of the public sanitary sewer system. Where the Company deems it advisable, it may require any person discharging industrial wastes to install and maintain, at his own expense, in a manner approved by the Company or its designated representative, a suitable device to continuously measure and record the pH of the wastes so discharged.
4. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in Categorical Pretreatment Standard. A toxic pollutant shall include, but not limited to, any pollutant identified pursuant to Section 307(a) of the Act.
5. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
6. Any substance which may cause the POTW's effluent or any other product for the POTW such as residues, sludges, or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in Non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
7. Any substance which will cause the POTW to violate its NPDES and/or State Disposal Permit or the receiving water quality standards.
8. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

9. Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference but in no case wastewater with a temperature at the introduction into the POTW which exceeds 40°C (104°F), or which, at point of introduction into the POTW is less than 0° C (32°F).
10. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. In no case shall sludge load have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) items the average twenty-four (24) concentration, quantities, or flow during normal operations.
11. Any wastewater containing any radioactive wastes or isotopes of such half life or concentrations as may exceed limits established by the Manager in compliance with applicable State or Federal regulations.
12. Any wastewater which causes a hazard to human life or creates a public nuisance.
13. Wastes containing insoluble, non-flocculen substances having a specific gravity in excess of 2.65.
14. Wastes containing any of the following substances in solution or in suspension in concentrations exceeding those shown in the following tables:

Substances Maximum for any one day (mg/1) Monthly Averages not to be exceeded (mg/1)

Cadmium	0.69	0.26
Calcium	2500	
Chlorides	100	
Chromium, Total Trivalent plus hexavalent	2.77	1.71
COD	500	
Copper	3.36	2.07
Cyanide	1.2	0.65
Lead	0.69	0.43
Phenols	200	
Nickel	3.98	2.38
Silver	0.43	0.24
Zinc	2.61	1.48
TTO(Total Toxic Organics)	2.13	
Total Organic Carbon	300	

Iron	7.0	3.5
Manganese	4.0	2.0
Aluminum	25.0	15.0
Arsenic	0.15	0.10
Mercury	2.0	1.0
Alkalinity greater than acidity at all times		

15. Wastes containing more than 100 mg/l by weight of fat, oil or grease.
16. Wastes containing more than 10 mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
17. Wastes containing gases or vapors either free or occluded, in concentrations toxic or dangerous to humans or animals.
- (e) When the Manager determines that a user(s) is contributing to the POTW any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the Manager shall: 1) advise the user(s) of the impact of the contribution on the POTW; and 2) develop effluent limitation(s) for such user to correct the interference with the POTW.
- (f) Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standards, if more stringent than limitations imposed under these Sewer System Rules and Regulation; for sources in the sub-category shall immediately supersede the limitations imposed under these Sewer System Rules and Regulations. The Manager will notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12.
- (g) State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in these Sewer System Rules and Regulations.
- (h) Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by these Sewer System Rules and Regulations. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or users own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Manager for review, and shall be approved by the Manager before construction of the facility. All existing users shall complete such a plan within six (6) months of notification by the Manager to prepare such a plan. No user who commences

contribution to the POTW after the effective date of these Sewer System Rules and Regulations shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the Company. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of these Sewer System Rules and Regulations. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone and notify the Company of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions, and the following:

1. Written Notice: Within five (5) days following an accidental discharge, the user shall submit to the Manager a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property, nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by these Sewer System Rules and Regulations or other applicable law.
2. Notice to Employees: A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

SECTION 7
CONNECTIONS TO SEWER SYSTEM

- (a) Applications for connection to the public sanitary sewage system shall be made to the Manager on the permit form to be formulated and furnished by the Company.
- (b) All information requested on said form shall be furnished by the applicant, including the character and use of each structure located upon the property.
- (c) The required tap connection and inspection fee that is set forth in the Company's Sewer Rates shall be paid at the time of making application for permission to make a connection.

- (d) No work shall commence before the payment of the aforementioned tap connection and inspection fee in issuance of the aforementioned connection permit.
- (e) Unless written permission is obtained from the Company separate connections and corresponding tap connection and inspection fees, will be required for each individual occupied building or condominium whether constructed as a detached unit or as one of a pair or row, but a single connection will be permitted to serve a school, factory, apartment house or other permanent multiple unit structure whose individual apartments or units may not be subject to separate ownership.
- (f) Connections to sanitary sewers shall be completed within sixty (60) calendar days after receipt of proper notice as set forth in the applicable Connection Rules.
- (g) All connections to the public sanitary sewage system shall be subject to certain restrictions as to unacceptable sanitary sewage which are described and set forth herein.
- (h) The Manager and/or the designated Inspector of the Company shall be given at least twenty four (24) hours notice of the time when such work will be performed in order that said inspector can be present to install the wye or saddle and inspect and approve the building sewer and building drain. The inspector shall signify his approval of the work by endorsing his name and the date of approval on the aforementioned connection permit in the possession of the permittees.
- (i) At the time of the inspection of the work, the owner or owners of properties shall permit the inspector full and complete access to all sanitary and drainage arrangements and facilities in each building and in and about all part of the property. No building sewer line shall be covered over, or in any manner concealed, until after it is inspected and approved by said inspector.
- (j) It is the intention of these Sewer System Rules and Regulations that the entire work in total be inspected at one time; however, if the property owner feels special conditions warrant more than one inspection, or if property requires more than one inspection, in the opinion of the Manager an additional fee will be charged for each inspection.

- (k) All pipe installed between buildings and sewer main shall be plastic pipe, of the kind and quality hereinafter specified and of at least four (4) inches inside diameter. The ground shall be firm and provide a good foundation. Plastic pipe shall be PVC, or other material approved by the Manager. Couplings and fittings for pipe shall match the pipe being used (either schedule 40 or SDR 35 under ASTM-3034). Laterals larger than 4" inside diameter may be required by the Company depending upon the projected flows from a building, PVC pipe, may be either schedule 40 or SDR 35 conforming to ASTM-3034.
- (l) Basement floor drains shall be equipped with a suitable grate or perforated cover to keep foreign objects from entering the public sanitary sewage system.
- (m) Building's sanitary drain pipe shall be equipped with backflow device, if in the opinion of Manager such device be warranted.
- (n) All sewer pipes shall be installed in strict accord with the manufacturer's recommendations. Where rock trench foundation exists, a 4" gravel cradle shall be provided under the pipe.
- (o) All pipes shall be installed with a minimum slope of 1/8" per foot and a minimum cover of four feet (4') unless otherwise approved. All pipe shall be laid to an even grade and straight alignment to the public sanitary sewer. All pipes shall be laid with full and even bearing and no clock supports will be allowed. Bell holes shall be dug to allow sufficient space to properly make each joint. Backfill shall be tamped uniformly around the pipe. All work shall be done in a workmanlike manner and shall provide a durable installation.
- (p) A minimum 4" clean out shall be installed a maximum of five feet (5') from the building. The clean out shall be so situated as not to allow the discharge of any surface water to the sanitary sewer.
- (q) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Manager or Inspector, 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 interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Manager or Inspector, and shall be located as to be readily and easily accessible for cleaning and inspection. Enzyme grease traps shall not be permitted.

- (r) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- (s) Maintenance and repair of all building sewers shall be the responsibility of the property owner.
- (t) A permit is required for the repair of a building sewer and building drain. The inspection fee will be charged and an inspection per items (h), (i), and (j) is required, along with compliance with the required type of piping.
- (u) A lateral inspection tee shall be installed by the property owner outside of the street or sewer line right-of-way. If a customer connection is directly to a manhole, the requirement for an inspection tee may be waived.
- (v) A Steel cap or a standard lamp hole lid set in concrete is required to protect inspection tees or clean outs as may be necessary when placed in driveways or other areas susceptible to damage. In addition, it is required that a steel rebar, iron pipe, or other iron marker be placed (if no protective steel cap is installed) next to the inspection tee and/or clean out to permit it's location with a magnetic locator at the discretion of the Company or its authorized representative.

SECTION 8

PROPOSED EXTENSIONS OF SYSTEM BY DEVELOPERS

- (a) Five (5) copies of plans for proposed extensions shall be submitted by the Developer at his expense to the Company on 24" by 36" sheets showing plan views to a scale of 1" = 50' and profiles to a scale of 1" = 10' vertically and 1" = 50' horizontally, a north point, a suitable title block, date and the name of the engineer or surveyor and imprint of his registration seal.
- (b) All sewers shall be designed in accordance with the Sewerage Manual of the Pennsylvania Department of Environmental Protection, Division of Sanitary Engineering, and these Sewer System Rules and Regulations.
- (c) Construction of sewers will not be permitted until the proper State Permits have been obtained. All necessary permits shall be obtained by and be at the sole expense of the Developer.

- (d) Prior to final acceptance of any sewer extensions by the Company, it will be necessary for the developer to furnish to the Manager "record plans" showing the angle and distance between manholes, the top and invert elevation of each manhole and the exact location of all house sewer connections relative to the nearest manhole both downstream and upstream.
- (e) Easements shall be recorded in the name of the Company for all sewers to be constructed outside of dedicated street right-of-way. The permanent easements shall be a minimum of 20 ft. in width, centered in the pipeline.
- (f) All sewer pipes shall be PVC plastic sewer pipe conforming to ASTM-3034, unless otherwise specified for extra-ordinary ground conditions by the Manager. Class and stiffness shall be as determined by the Manager, but in no case have a side dimension ratio (SDR) greater than 35 at 5% deflection.
- (g) All sewer pipe shall be a minimum of 8" in diameter and have a minimum of laying length of not less than five feet (5').
- (h) Jointing connections shall be the factory-fabricated type conforming to ASTM Specifications. The details of any jointing connection which is proposed for use must be submitted to the Manager for prior approval.
- (i) The installation of sewers shall start at the lower end of the line and proceed upstream so that the spigot ends, if any, point in the direction of flow. The pipe shall be carefully laid to line and grade. The handling, placing and jointing of pipe shall be in strict accordance with the pipe manufacturer's recommendations.
- (j) All manholes shall be precast inverts constructed in accordance with the standards established by the Company. Frames and covers for all manholes shall be fabricated of cast iron and shall conform to the standards established by the Company. Precast concrete manhole sections shall conform to the standards established by the Company.
- (k) Sewers shall be hydrostatically, pneumatically, and or smoke tested for leakage at the discretion of, and in the manner required by, the Manager. Testing shall be done at developer's expense.
- (l) The Developer shall file all necessary connection permits and pay the applicable tap connection and inspection fee for each house or building to the Company which shall become due and payable prior to inspection and approval by the Inspector for each respective house service sewer.

- (m) The Developer shall also reimburse the Company in full for all costs of inspection of construction of all sanitary sewers. The amount and type of inspection required shall be determined by the Manager prior to and/or during construction.
- (n) No sewer extensions constructed by a Developer will be approved for use and accepted by the Company until said sewers are formally approved by the Manager, all building tap connection inspection fees have been paid for each building connected to the system, and the Company has been reimbursed in full for all inspection costs incurred by the Inspector during construction, testing and approval.
- (o) The Company may request sufficient funds be placed in an escrow account by the Developer to ensure the proper completion of this sewer system.
- (p) Typical details of sewer construction and appurtenances are attached to the back of these Sewer System Rules and Regulations. These details are minimum standards to be met.

**SECTION 9
PROTECTION FROM DAMAGE**

- (a) No unauthorized person shall maliciously, willfully, or negligently break open, damage, uncover, deface, destroy or tamper with any structure, sewer, manhole, pumping station, appurtenance, or equipment which is a part of the Sewer System or sewage treatment works. Any person violating this provision shall be subject to immediate arrest by the Company under charge of disorderly conduct, as well as subject personally to the penalties provided in these Sewer System Rules and Regulations.

**SECTION 10
POWER OF INSPECTORS**

- (a) The Manager and other duly authorized employees of the Company shall be permitted to enter all properties for the purpose of inspection, observation, measurements, sampling, and testing in accordance with the provisions of these Sewer Rules and Regulations. This is not a blanket authorization and will require due notice to the owners/occupants or responsible parties.
- (b) The Manager and other duly authorized employees of the Company shall be permitted to enter all private properties within the Company's service area through which the Company holds an easement for the purpose of, but not limited to, inspection, observation, measurement, sampling repair, and maintenance of any portion of the Sewer System lying within said easement.

SECTION 11
SEWAGE COLLECTION, TRANSPORTATION AND TREATMENT CHARGES

- (a) There is imposed upon the owners of, or the users of water in or on, all properties served by the public sanitary sewage system, sewage collection, transportation and treatment charges for the use of said system, payable in the amounts as provided in the Company's Schedule of Rates. Said owners and users will be jointly and severally liable for the payment of said sewage collection, transportation and treatment charges and the penalties therein prescribed for delinquent payments thereof.
- (b) All bills for sewage collection, transportation and treatment charges shall be due when rendered and shall be subject to the penalty provision set forth in the Company's Schedule of Rates. Owners and, where adequate arrangements have been made with the Company, users will be billed periodically for the sewage collection, transportation and treatment charges in accordance with the billing practices of the Company.
- (c) The measurement by two or more meters of the quantity of water used in one property by one owner or user may be combined and the sewage collection, transportation and treatment charge billed to said owner or user as though the quantity of water was measured by one meter if the Company so elects.
- (d) In the event an owner or user obtains part or all of the water used in or on a property from sources other than the Company such owner or user shall, upon written direction from the Company, at no expense to the Company, install and maintain a water meter or meters satisfactory to the Company for measuring all water used other than that obtained from the Company, and the quantity of water used to determine sewage collection, transportation and treatment charges shall be the quantity of water measured by all such meters plus the quantity of water obtained from the Company, or other source.
- (e) An option is now available to those customers that use a private water supply and pay a flat sewage rate to install a water meter with a remote reader (size, type, and installation location subject to approval) at their sole expense to allow sewage charges to be based on water usage rather than the flat rate in place. That customer shall keep the water meter and remote reader in good operating condition at all times and provide access by a Company representative to inspect the installation and take water meter readings at normally reasonable times. The meter shall be sealed against tampering by a Company representative. The Company may for any violation of this section change the customer billing back to the flat rate in effect at the time.

Whenever the flat rate customer makes the choice to exercise the meter option for sewage billing on the metered rate, the customer shall not revert back to a flat rate.

- (f) Sewage measuring devices of a design approved by the Manager may be used in place of water meters.
- (g) An application, accompanied by a sketch to approximate scale showing the plan of the property, the water distribution system, sewer layout, existing meters, and proposed meters in the scheme to determine the quantity of flow entering, or not entering, the public sanitary sewage system shall be submitted to the Manager for consideration prior to installation. The cost of furnishing, installing, and maintaining any meters other than those utilized to measure water purchases from the Company shall be borne by the applicant. The type, size, location, arrangement and maintenance of such meters shall be subject to the approval of the Manager.
- (h) An option is now available to those customers that use a significant amount of metered water for non-sanitary uses (water used in a manufacturing process, swimming pools, irrigation, or a similar use) that does not enter the sanitary sewer system to install a water meter and remote reader at their sole expense. Said meter may then be used to compute an adjusted bill to arrive at the quantity of water being discharged into the sanitary sewer system by subtracting from the primary water meter (the meter placed and read by the public water supply system) the readings of the meter installed under this section. The size, type, and installation location of an additional water meter shall be inspected and approved by a representative of the Company and sealed to prevent tampering by the Company representative. No cross connections are permitted to be made after the meter(s). The customer shall keep the water meter and remote reader in good operating condition at all times and provide access by a Company representative to inspect the installation and take water meter readings at normally reasonable times. Violations of this section shall subject the customer to additional treatment charges for water previously removed from the sewage charges.

SECTION 12
SURCHARGE FOR CERTAIN INDUSTRIAL WASTES

- (a) Although the sewage treatment works will be capable of treating certain abnormal industrial wastes as heretofore defined in Section 1, 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 waste into the public sanitary sewage system a surcharge, or such fees, which are intended to cover such additional costs. Such surcharges shall be in addition to the regular sewage collection, transportation, and treatment charges set forth in the Schedule of Rates, and shall be payable as therein provided.
- (b) The strength of any industrial waste, the discharge of which is to be subject to surcharge, shall be determined at least once annually, or more frequently as the Company shall determine, either (1) by suitable sampling and analyses of the wastes for a 3 day period during which time the strength of waste discharges or projection is at a maximum, excluding all non-production time; (2) by relating production and waste strength at the time of sampling to waste strength at maximum production; or (3) from estimates; or (4) from known relationships of products to strengths of waste for those establishments where such factors such as, in the opinion of the Manager, will permit a reasonably reliable determination of the average composition of such waste. Samples shall be collected or their collection supervised by a representative of the Company and shall be in proportion to the flow of waste, and composited for analysis in accordance with the latest edition of "Standard Methods For the Examination of Water and Wastewater", cited above. Except as hereinafter provided, the strength of the waste so found by analysis shall be used for establishing the surcharge or surcharges. However, the Manager may, if it so elects, accept the results of routine sampling and analyses by the producer of such wastes in lieu of making its own samplings and analyses.
- (c) In the event any industrial waste is found, by the Company, to have a B.O.D. in excess of 300 milligrams per liter, the producer of said waste shall be surcharged an amount equal to the product of the actual volume of wastes in thousand gallons per billing period discharged to the public sanitary sewage system and the "B.O.D. Surcharge Rate." The "B.O.D. Surcharge Rate" shall be determined by the following formula:

$R_c = 0.00834 P (C-300)$
Where R_c = the B.O.D. surcharge rate in dollars/1000 gallons
of waste discharged
 $P = \$1.30$
 $C =$ The average B.O.D. of the industrial waste
expressed in milligrams/liter as determined in
accordance with paragraph (b) of this section

The figure 300 appearing in the above formula corresponds to the maximum B.O.D. permissible without surcharge. The figure 0.00834 is the factor to convert milligrams per liter to pound per 1,000 gallons. No discount will be permitted for sewage or industrial wastes having a B.O.D. less than 300 milligrams per liter.

- (d) In the event any industrial waste is found by the Board to have an average suspended (including settleable) solids concentration in excess of 350 milligrams per liter, the producer of such waste shall be surcharged an amount equal to the product of the actual volume of wastes in thousand gallons per billing period discharged to the public sanitary sewage system and the "suspended solids surcharge rate". The "suspended solids surcharge rate" shall be determined by the following formula:

$R = 0.00834 \times B (S-350)$
Where R = the suspended solids surcharge rate in
dollars/1000 gallons of waste discharged
 $B = \$1.30$
 $S =$ the average suspended solids concentration of
the abnormal industrial waste expressed in
milligrams/liter as determined in accordance with
paragraph (b) of this section

The figure 350 appearing in the above formula corresponds to the maximum suspended solids concentration permissible without surcharge. The figure 0.00834 is the factor to convert milligrams/liter to pounds/1000 gallons. No discount will be permitted for sewage or industrial wastes having a suspended solids concentration less than 350 milligrams/liter.

- (e) The surcharges provided for in this Section shall be added to the sewage collection, transportation and treatment charges imposed by the Company under its Schedule of rates.

SECTION 13
BILLING AND COLLECTION

- (a) Bills and notices relating to the sewage collection, transportation and treatment charges will be mailed or delivered to the property owner's last address, or where proper arrangements have been made with the Company, to the user's last address, as shown on the billing books of the Company. Should users fail to pay within the allotted time, the owner of the property served shall be held liable for the payment.

SECTION 14
DELINQUENCIES, VIOLATIONS AND REMEDIES

- (a) Each sewage collection, transportation and treatment charge, surcharge and penalty imposed by the Tariff of the Company and hereunder shall be a debt due the Company and shall be a lien on the property served, and if not paid within the allotted period prescribed in the Company's water tariff after the date of the bill shall be deemed delinquent. In such event, the Company shall proceed to file a lien in the office of the Prothonotary of Clarion County and collect the same in the manner provided by law for the fining and collection of such claims. In the event of failure to pay the sewage collection, transportation and treatment charge or surcharge penalty after they become delinquent, the Manager may also authorize the appropriate personnel to shut off water service to said property or to remove or close the sewer connection and to take such steps as may be necessary to accomplish such shut off or removal or closing. The expense of such shut off or removal or closing, as well as the expense of restoring any such service, shall likewise be a debt due the Company and a lien on the property served and may be filled and collected as herein above provided. Such sewage service shall not be restored until all sewage collection, transportation and treatment charges, surcharges, and penalties, including the expense of removal, closing and restoration shall have been paid or adequate provisions for their payment shall have been made.
- (b) Any person found to be violating any provision of these Rules and Regulations may be given notice of such violation either personally or by means of the United States mails, and if no action to correct such violation is taken within thirty (30) days of the date of such notice, water to said premises may be shut off or the sewer connection may be removed or closed. Reconnection will not be made until after correction of the violation has been accomplished. The expense of such shut off or removal or closing and the expense of restoring the water or sewage service shall be a debt due the Company and a lien upon the property served and may be filed and collected as provided in paragraph (a) above.

- (c) If any person discharges sewage, industrial wastes or other wastes into the Company's Sewer System contrary to the provisions of these Sewer System Rules and Regulations, Federal or State Pretreatment requirements, or any order of the Company may commence an action for appropriate legal and/or equitable relief in the Common Pleas Court of Clarion County.
- (d) Any user who is found to have violated an order of the Company, or who willfully or negligently failed to comply with any provision of these Sewer System Rules and Regulations, and the orders, rules, regulations and permits issued hereunder, shall be fined not less than One Hundred (100) Dollars not more than One Thousand (1000) Dollars for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Company may recover reasonable attorney's fees, court costs, court report's fees and other expenses of litigation by appropriate suit at law against the person found to have violated these Sewer System Rules and Regulations or the orders, rules, regulations, and permits issued hereunder.
- (e) Any person who knowingly makes any false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to these Sewer System Rules and Regulations, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method under these Sewer System Rules and Regulations, shall be guilty of a summary offense as defined by the Pennsylvania Crimes Code, and shall be punished in accordance with the provision thereof.

SECTION 15
VALIDITY

- (a) The invalidity of any section, clause, sentence or provision of these Sewer System Rules and Regulations shall not affect the validity of any other part of them which can be given effect without such invalid part or parts, and if anyone or more of the provisions of this set of Sewer System Rules and Regulations shall for any reasons be held to be illegal or invalid or otherwise contrary to law, then such provisions shall be null and void and shall be deemed separable from the remaining provisions hereof, but shall in no way otherwise affect the validity of these Sewer System Rules and Regulations.

- (b) All other rules and regulations affecting the Sewer System not in accordance with these Sewer System Rules and Regulations are hereby repealed insofar as they affect these Sewer System Rules and Regulations.

**SECTION 16
GREASE TRAP SIZE REQUIREMENTS**

Restaurants, Institutions, Etc.
Other Commercial and Industrial Enterprises
to be evaluated on a case by case basis

<u>*Gallon °F</u>	<u>Tank Size (300 Gallon Minimum)</u>
0 - 11,500	300 Gal. (Liquid Capacity 250 Gal.)
11,501 - 19,500	500 Gal. (Liquid Capacity 425 Gal.)
19,501 - 38,000	1000 Gal. (Liquid Capacity 830 Gal.)
Over 38,000	Use Sizing Formulas

* Flow (GPM) x Min. of use x Influent Temp °F = Gallons °F

DESIGN CRITERIA - 80% of liquid capacity is used for water storage and 20% is used for grease storage.

Sizing Formula

$$^{\circ}\text{F} = \frac{[\text{Flow (GPM)} \times \text{Min. of Use} \times \text{Inf. Temp } ^{\circ}\text{F}] + [80\% \text{ of Liquid Capacity (Gal)} \times 60^{\circ}\text{F}]}{[\text{Flow (GPM)} \times \text{Min. of Use}] + [80\% \text{ Liquid Capacity (Gal)}]}$$

Maximum Allowed Temperature in Trap - <85°

Example:

Given: Flow Volume from Facility Equipment = 10 GPM (Beginning of
8 hr. period)
Minutes of Use (Duration of Discharge) = 12 Minutes
Estimated Total Grease Trap Capacity = 500 Gallons

Using Sizing Formula: $\frac{[10 \times 12 \times 150^{\circ}\text{F}] + [340 \times 60^{\circ}\text{F}]}{(10 \times 12) + 340}$

$$= \frac{18,000 + 20,400}{460}$$

$$= 83.5 \text{ } ^{\circ}\text{F} < 85^{\circ}\text{F OK}$$

Use 500 Gallon Capacity Grease Trap

Notes:

1. An eight (8) hour time period is required between discharges. Multiple equipment cycles during an eight (8) hour period shall be added together to determine the total flow for use in the sizing formula.
2. Use of this criterion does not preclude meeting the requirement of grease limits set forth in the rules and regulations.
3. Periodic grease removal maintenance is required to keep the trap functioning as intended.

SECTION 17
BAR SCREENS AND FORCE MAINS

Bar Screens

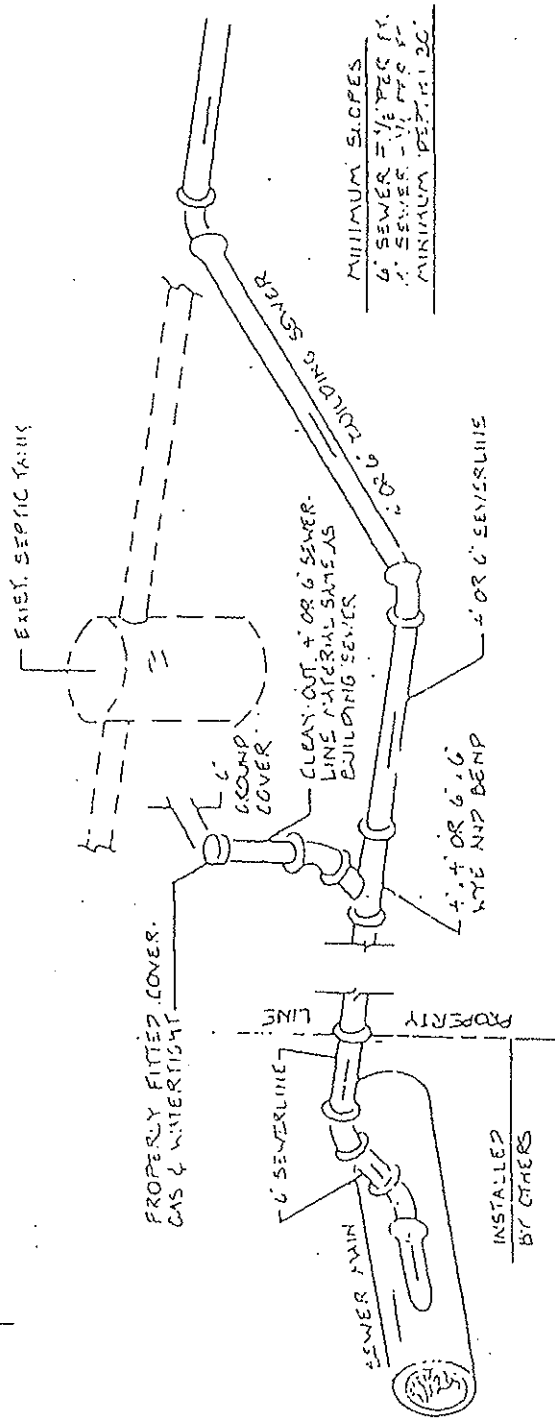
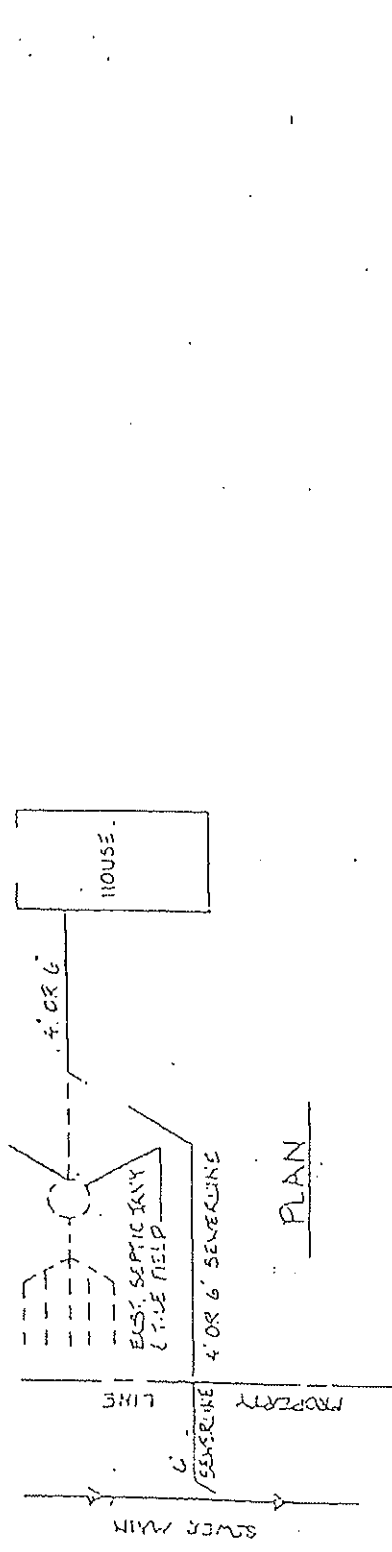
The openings between the bars shall be no less than $\frac{5}{8}$ inch or no greater than $1\frac{3}{4}$ inches. Slope the bar screen 30-45 degrees from the horizontal. A horizontal bar screen shall also be placed such that no flow from the customer/facility may enter the Company's lines without first passing through a bar screen.

Force Mains

Private sewage force mains connected to the Company's system shall be constructed of pipe which is either ductile iron (class 52), SDR21 PVC (200 psi), or C900 PVC (DR14, 200 psi). Any municipal force main to be offered to the Company shall be a minimum size of 4 inch (or larger as required by the DEP Sewage Design Manual, latest edition) and be C900 PVC (DR14, 200 psi) or ductile iron-class 52.

SECTION 18
STANDARD DETAILS

<u>Plate No.</u>	<u>Typical Detail Description</u>
I	Standard Service Connection to Sanitary Sewer
II	Standard Service Connection from Existing Installation
III	Pipe Bedding
IV	Precast Manhole Sections
V	Grease Trap
VI	Precast Shallow Manhole
VII	Watertight Manhole Frame and Cover
VIII	Manhole Frame and Cover
IX	Sewer Saddle Connection to Existing Sewer
X	Manhole Channel Orientation
XI	Drop Connection to Standard Manhole
XII	Standard Lamphole
XIII	Sewer Saddle Connection to New Sewer



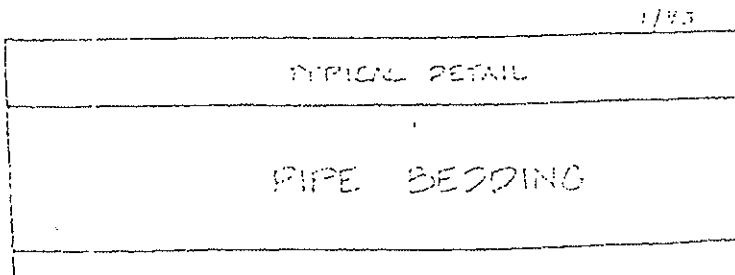
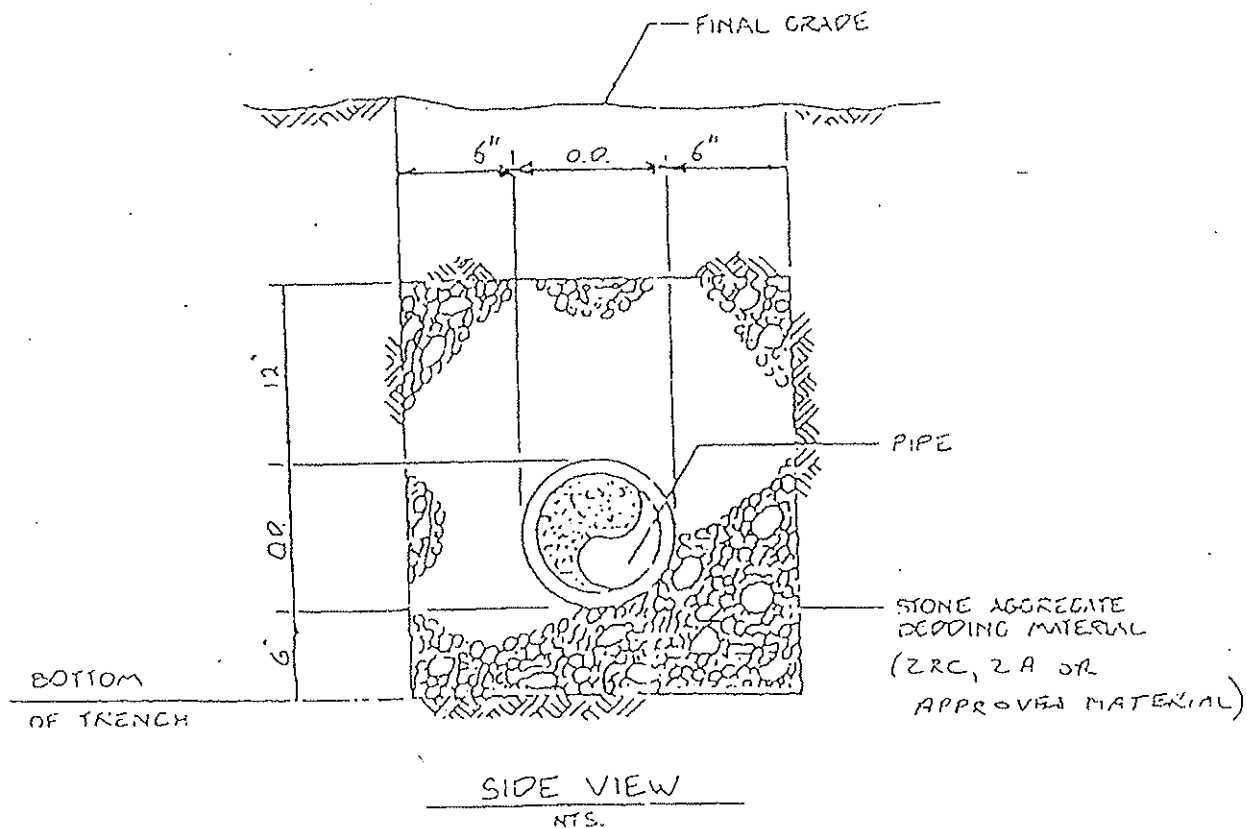
MINIMUM SLOPES
 6" SEWER = 1/8" PER FT.
 4" SEWER = 1/16" PER FT.
 MINIMUM DEPTH 1.20'

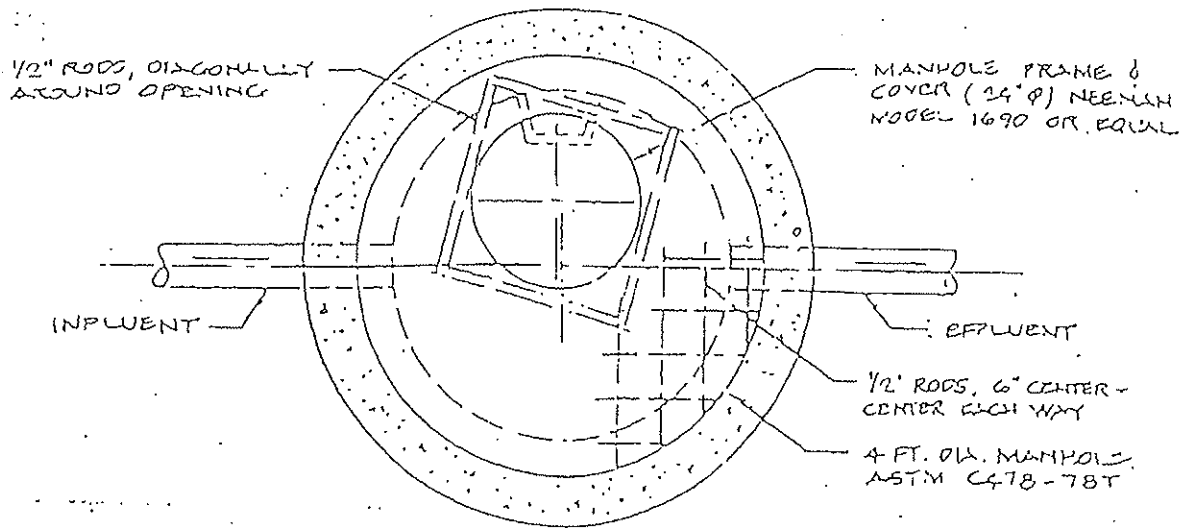
TYPICAL DETAIL
 STANDARD SERVICE CONNECTION
 TO SANITARY SEWER FROM AN
 EXISTING INSTALLATION

PLATE II

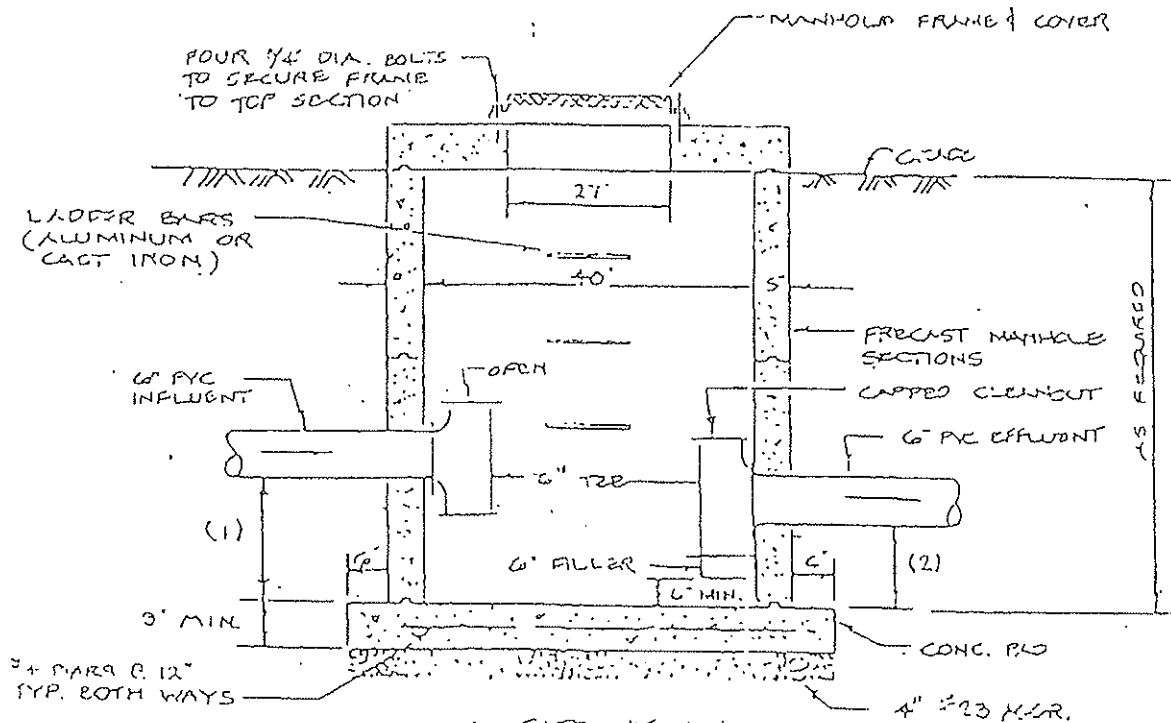
ISOMETRIC SECTION
 NOTE

INSTALLED
 BY OTHERS





TOP VIEW

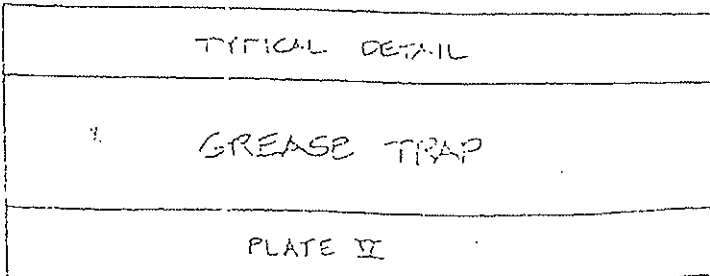


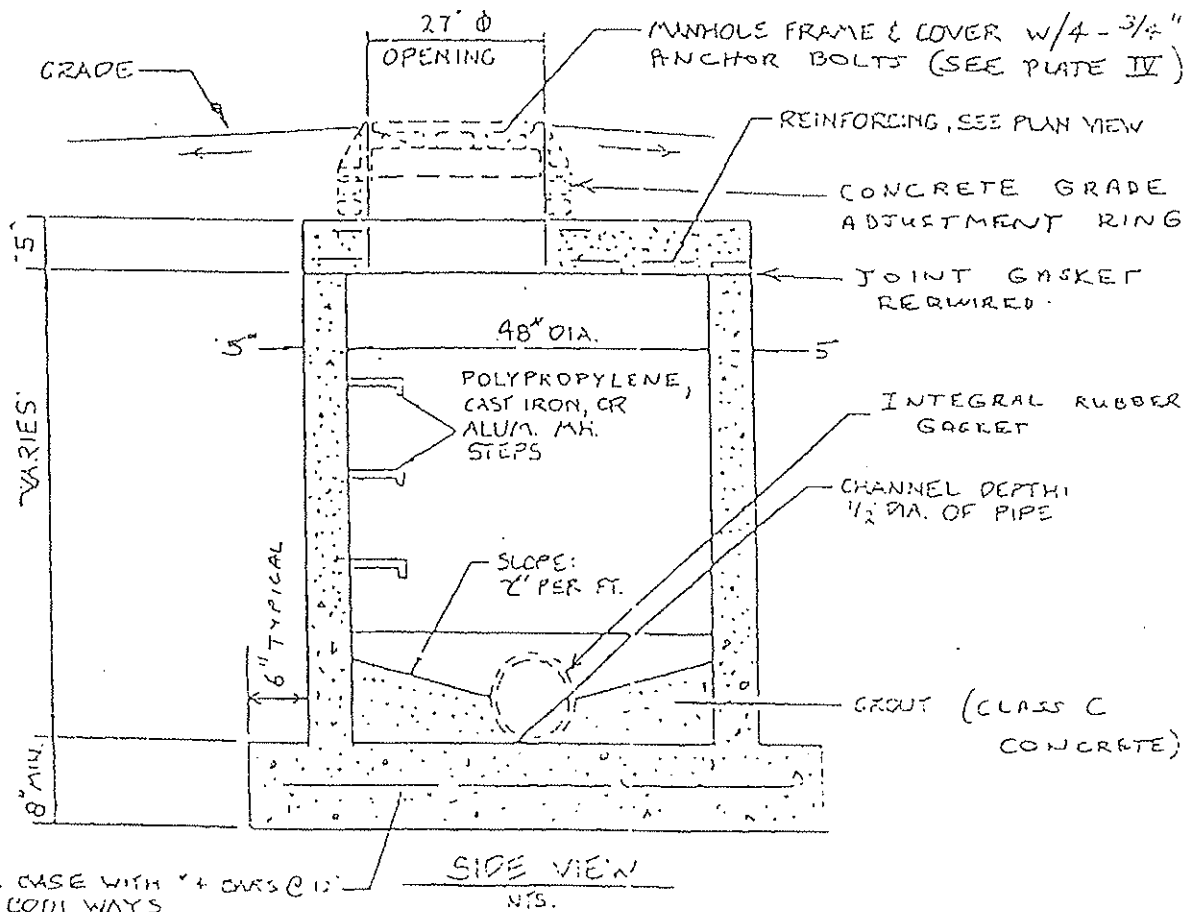
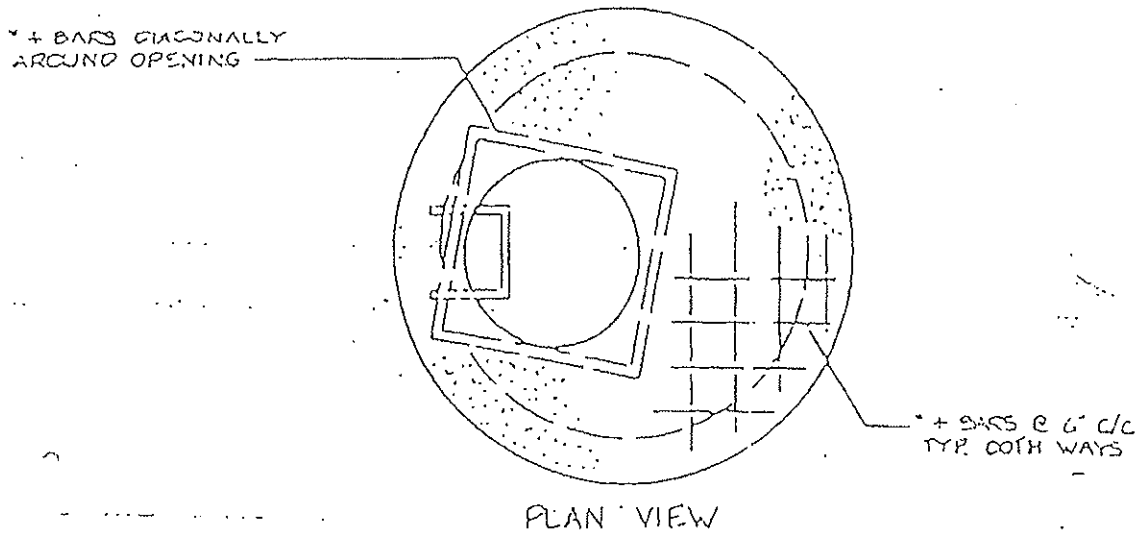
SIDE VIEW

SCALE: 1/2" = 1'-0"

GREASE TRAP CAPACITY

100 GALLONS	(1) = 15"	(2) = 12"
200 GALLONS	(1) = 27"	(2) = 24"
300 GALLONS	(1) = 39"	(2) = 36"

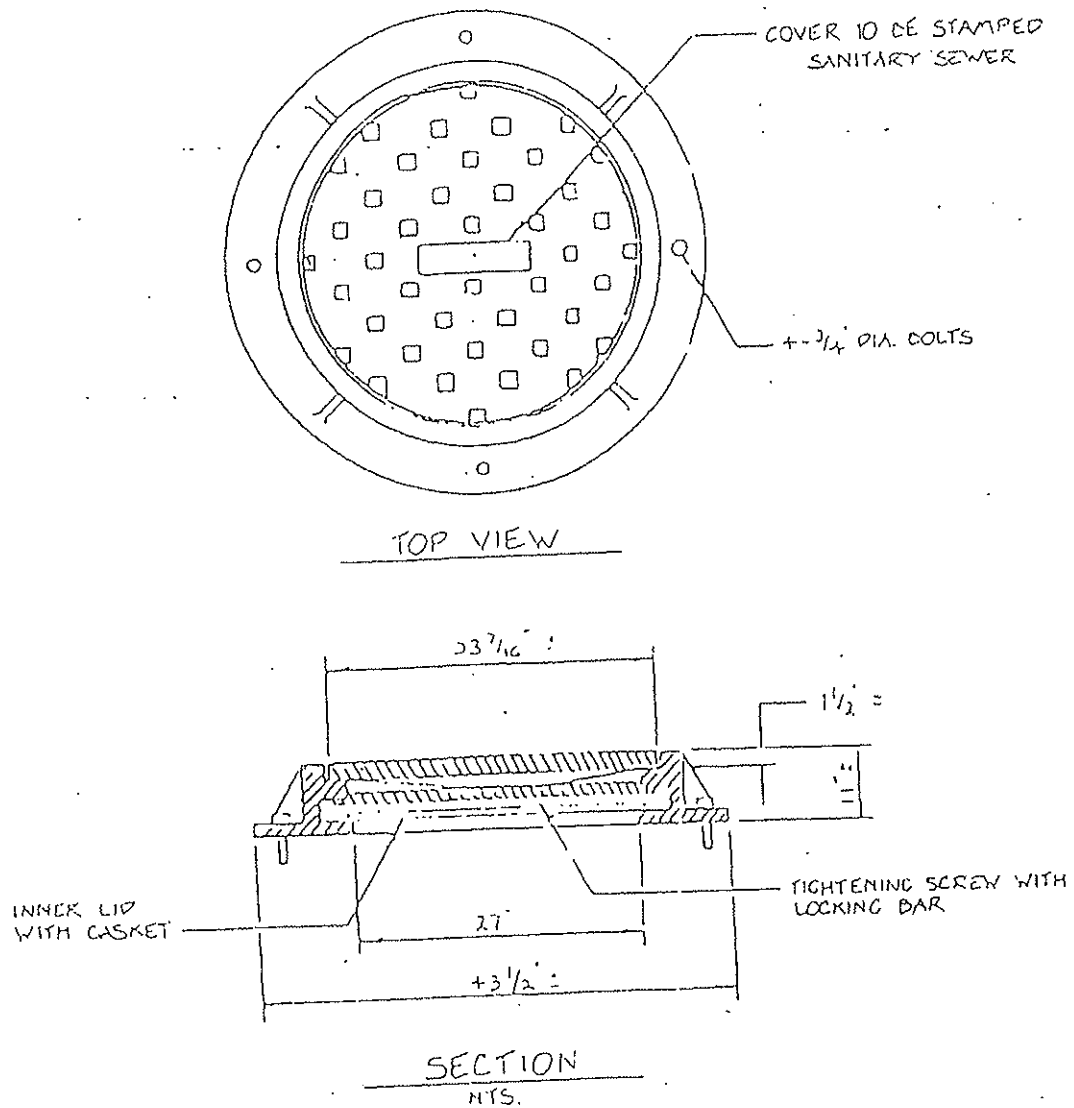




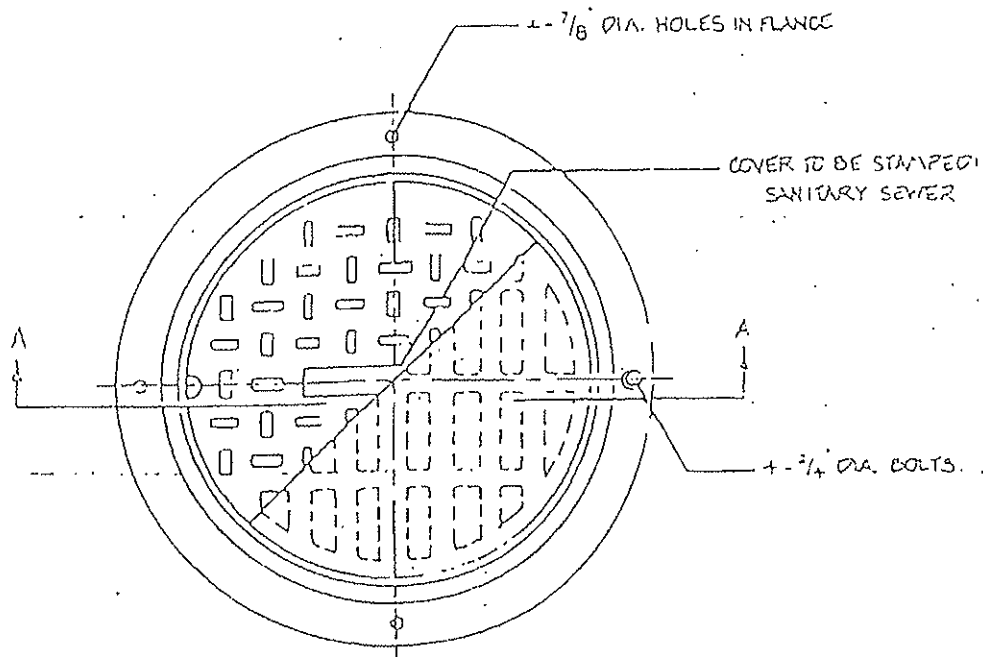
1/93

TYPICAL DETAIL

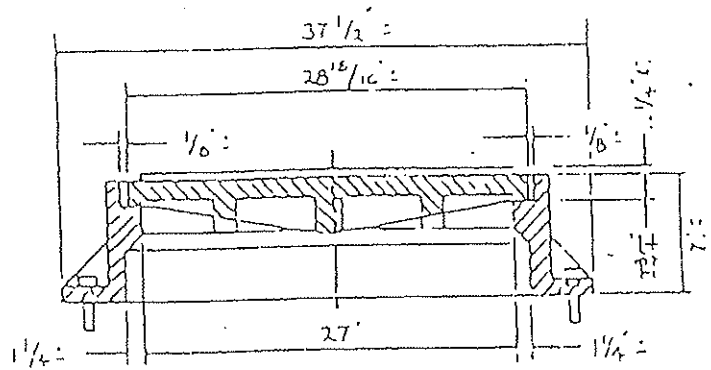
PRE-CAST SHALLOW MANHOLE



TYPICAL DETAIL
WATERTIGHT MANHOLE
FRAME AND COVER
PLATE III



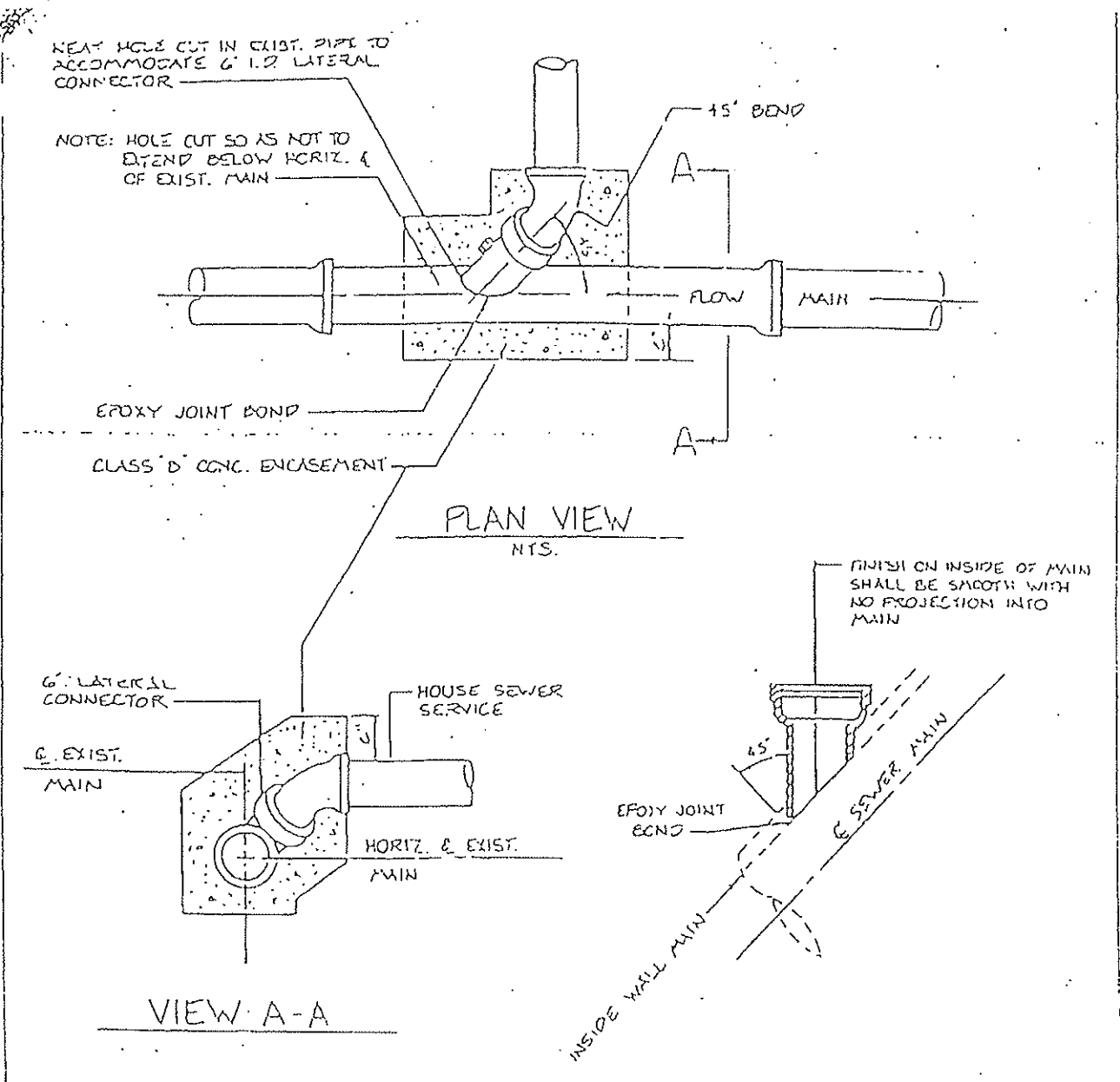
TOP VIEW



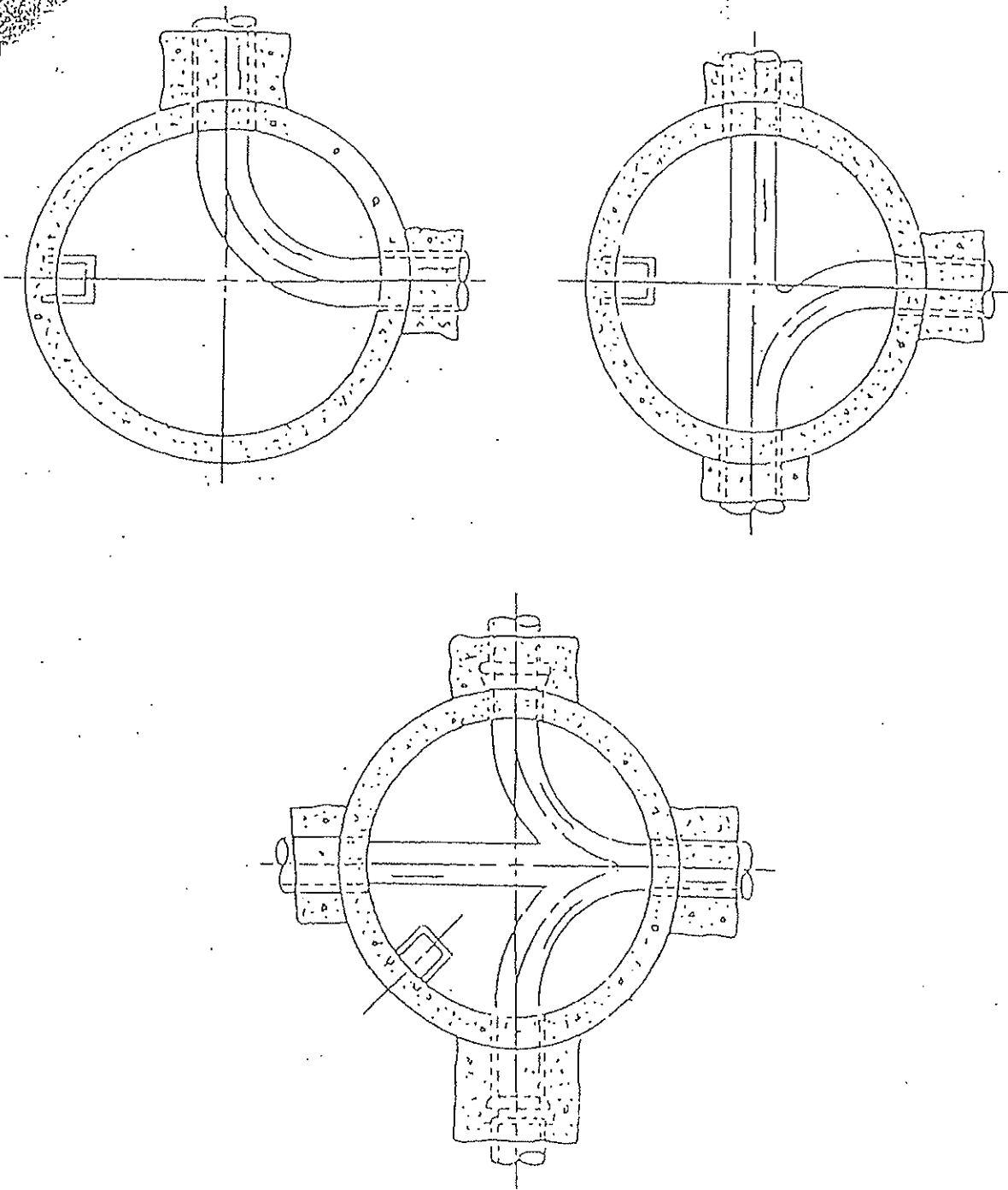
SECTION A-A
 NTS.

MINIMUM TOTAL WEIGHT: 350 LBS.

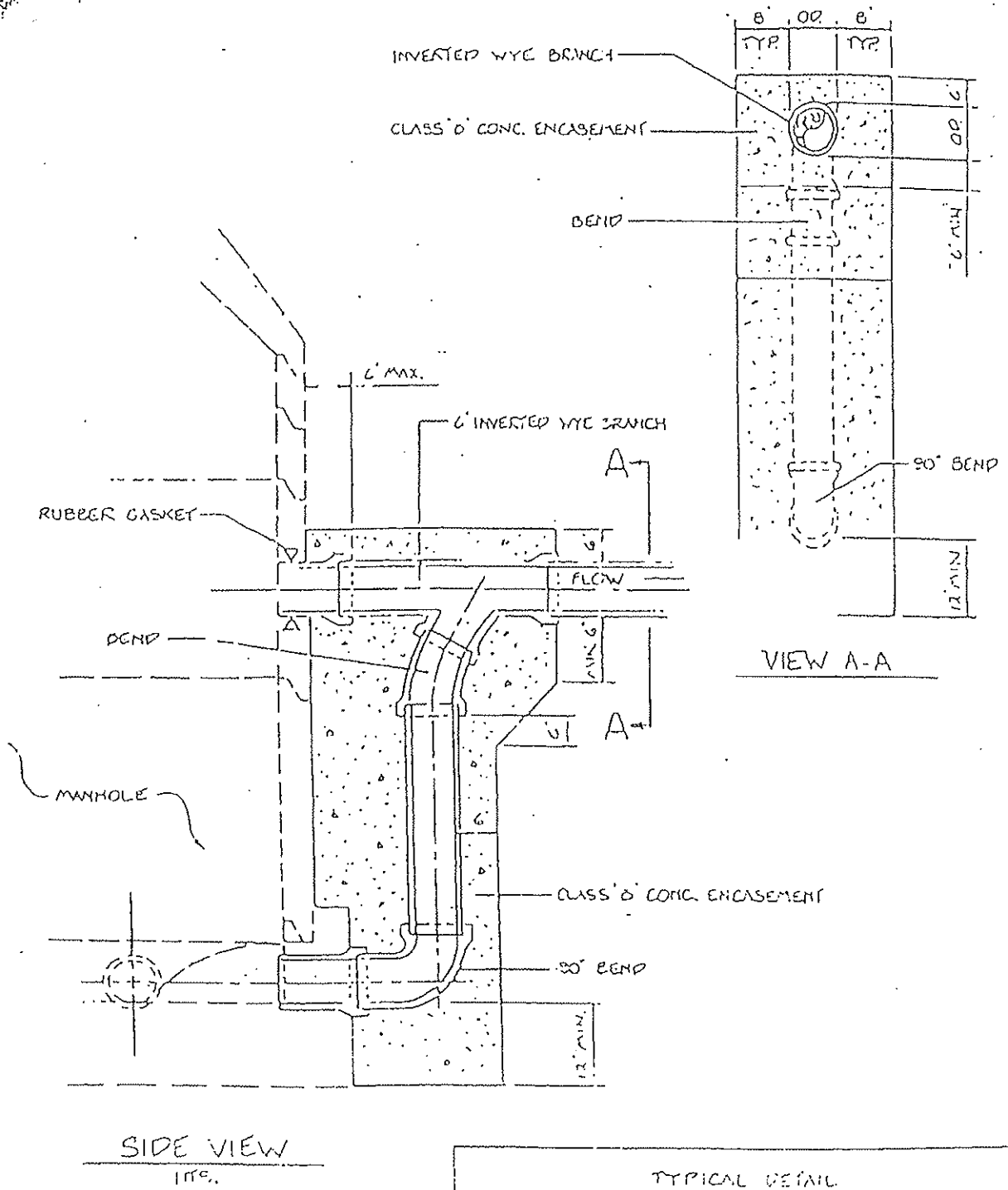
TYPICAL DETAIL
MANHOLE FRAME AND COVER
PLATE XIII



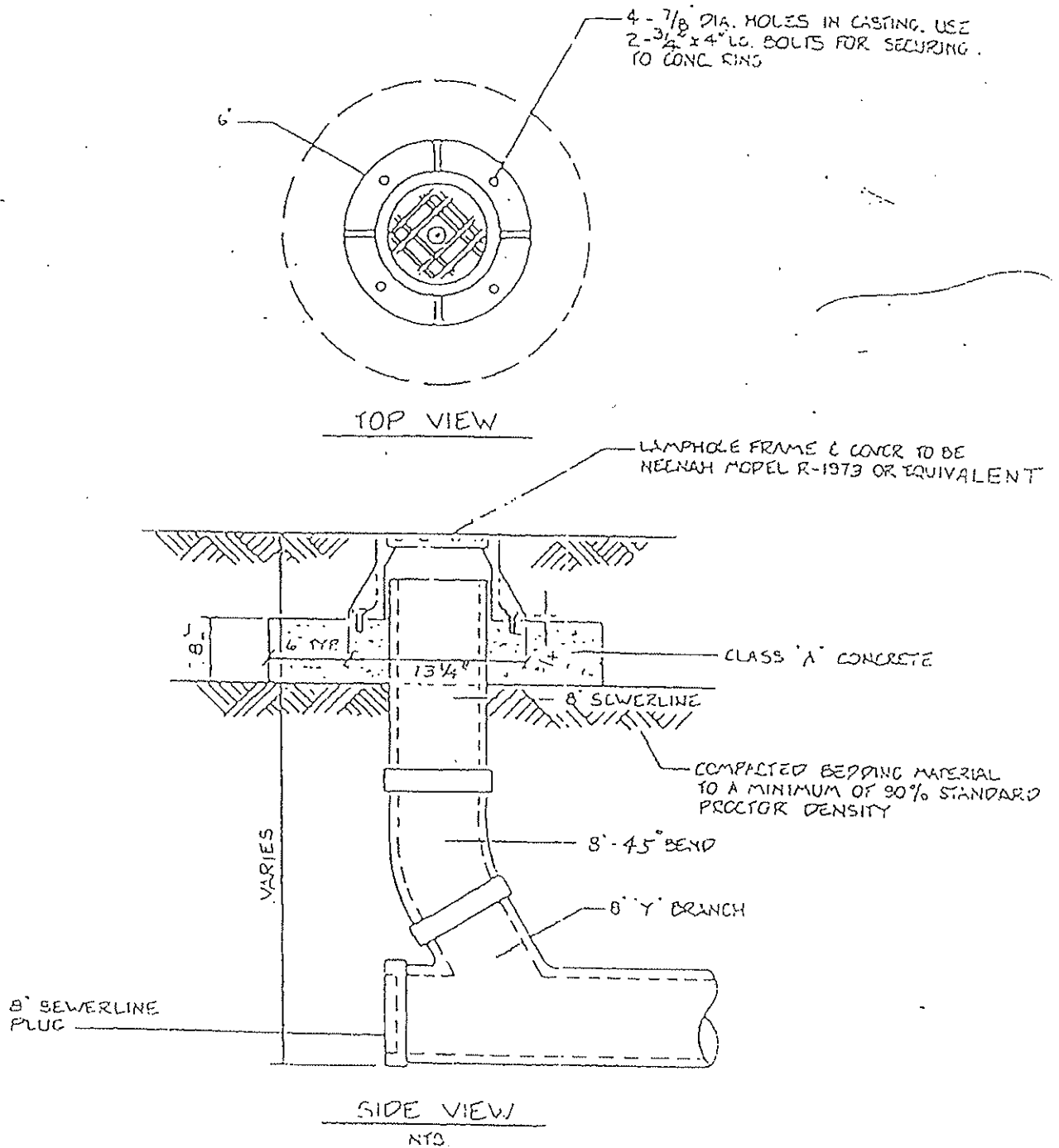
TYPICAL DETAIL
SEWER SADDLE CONNECTION TO EXISTING COLLECTOR SEWER
PLATE III



TYPICAL DETAIL
MANHOLE CHANNEL ORIENTATION
PLATE I



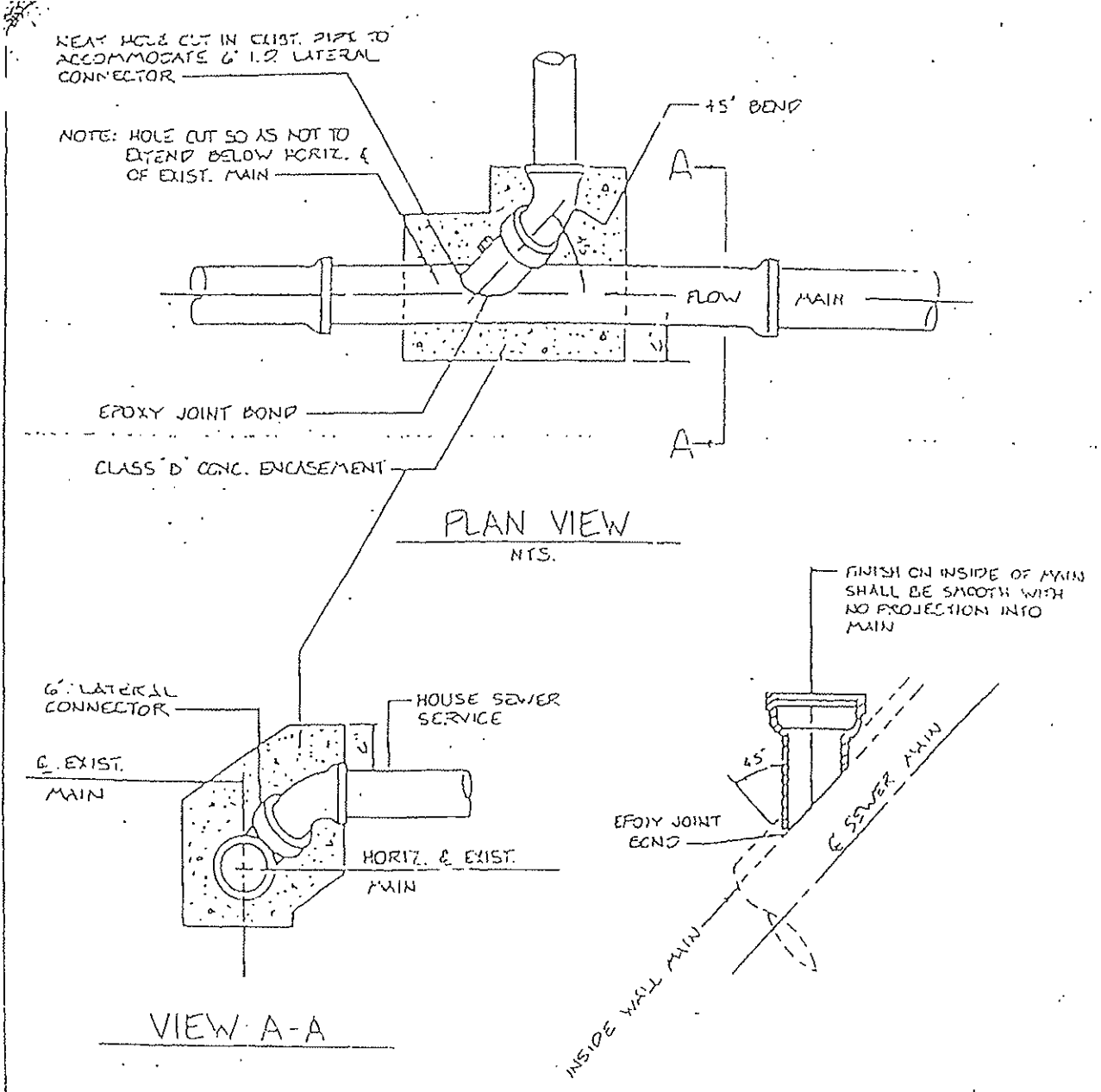
TYPICAL DETAIL
 DROP CONNECTION TO
 STANDARD MANHOLE
 PLATE III



1/9.

TYPICAL DETAIL

STANDARD LAMPHOLE



TYPICAL DETAIL
SEWER SADDLE CONNECTION TO EXISTING COLLECTOR SEWER
PLATE I

SECTION 19
SEWER TAP ALLOCATION POLICY

1. The Company shall maintain a "waiting list" of names of individuals requesting sewer taps.
2. Individuals who wish to be placed on the list must make their request in writing indicating the following information:
 - A. name
 - B. address
 - C. phone number
 - D. location of proposed tap(s)
 - E. number of edu's required
 - F. proposed use of building
 - G. approximate date needed
3. Tap requests may be submitted any time after July 1st of the year proceeding the year in which the tap is to be utilized.
4. Once the tap and inspection fee is paid and the sewer permit issued the permittee has six (6) months to put the tap into service. At the time the tap is placed into service the following conditions must be met: 1) the building or structure must be substantially completed, 2) the lateral shall be constructed and tapped into the main sewer line, and 3) the permittee shall commence paying monthly sewer bills.
5. If the conditions outlined in item #4 are not met within the allotted six month period, the sewer permit shall be revoked and the tap and inspection fee forfeited. The Company shall notify the permittee of such action, in writing.
6. Having one's name on the waiting list shall constitute having an "option" to obtain a sewer tap in the subject year. After the 1st of each year the Company may sell sewer taps to individuals not on the waiting list or to individuals not at the top of the waiting list to the extent that the sale of the tap when added to the total number of edu's on the waiting list (or ahead of that individual on the list) does not exceed the total number of edu's available to be added to the system during that year. If the sale of the tap (and resulting edu's) would result in the potential of exceeding total allowable edu's, when considered in conjunction with the total edu's requested on the waiting list (or ahead of the applicant on the list), the sale could not be made until those individuals on the waiting list (or ahead on the list) are contacted. At that point, the Company shall determine the availability of edu's by contacting the individuals on the waiting list beginning with the first person and working down the list.

The individual will be asked if they wish to exercise their option to obtain a tap.

If they would, they will have five (5) days to submit an application for sewer permit and pay the designated tap and inspection fee, at which time the six month "clock" begins. If they elect not to exercise their option at the time of notification their name will be dropped from the waiting list. To place their name back on the waiting list for future consideration they will need to provide another written request (see item #3).

SECTION 20
APPLICATION FOR SEWER TAP

Name: _____

Address: _____

Township or Borough: _____

Approximate Date Sewer Tap to be made: _____

Phone Number: _____

Owner

CONDITIONS OF SEWER TAP PERMIT

1. No water from roof drains, foundations drains, surface drains or spring drains will be permitted to enter the sanitary sewer.

2. Anyone requesting to be put on the Company's Tap Waiting List will pay a \$100.00 deposit for each tap requested. The deposit will be applied to the \$1,000.00 tap fee when the tap is purchased. If the tap is not purchased, the deposit will not be refunded.

3. A permit for a sewer tap duly issued by the Company will only be valid for a period of two (2) years from the date the permit is issued, during which two (2) year period, the permittee must utilize said permit by connecting a substantially completed structure, in use, to the sewer system of the Company, with the exception of a delay in using a permit caused by a situation beyond the control of the permittee. When such an exception arises, it will be handled at the discretion of the Company. If a permittee elects not to utilize the permit within the two (2) year period and so notifies the Company within the said two (2) year period, any fee paid for such permit will be refunded by the Company to the permittee; however, any deposit amount will be excluded from the refund. The Company will not refund any fees to the permittee after the expiration of the said two (2) year period.

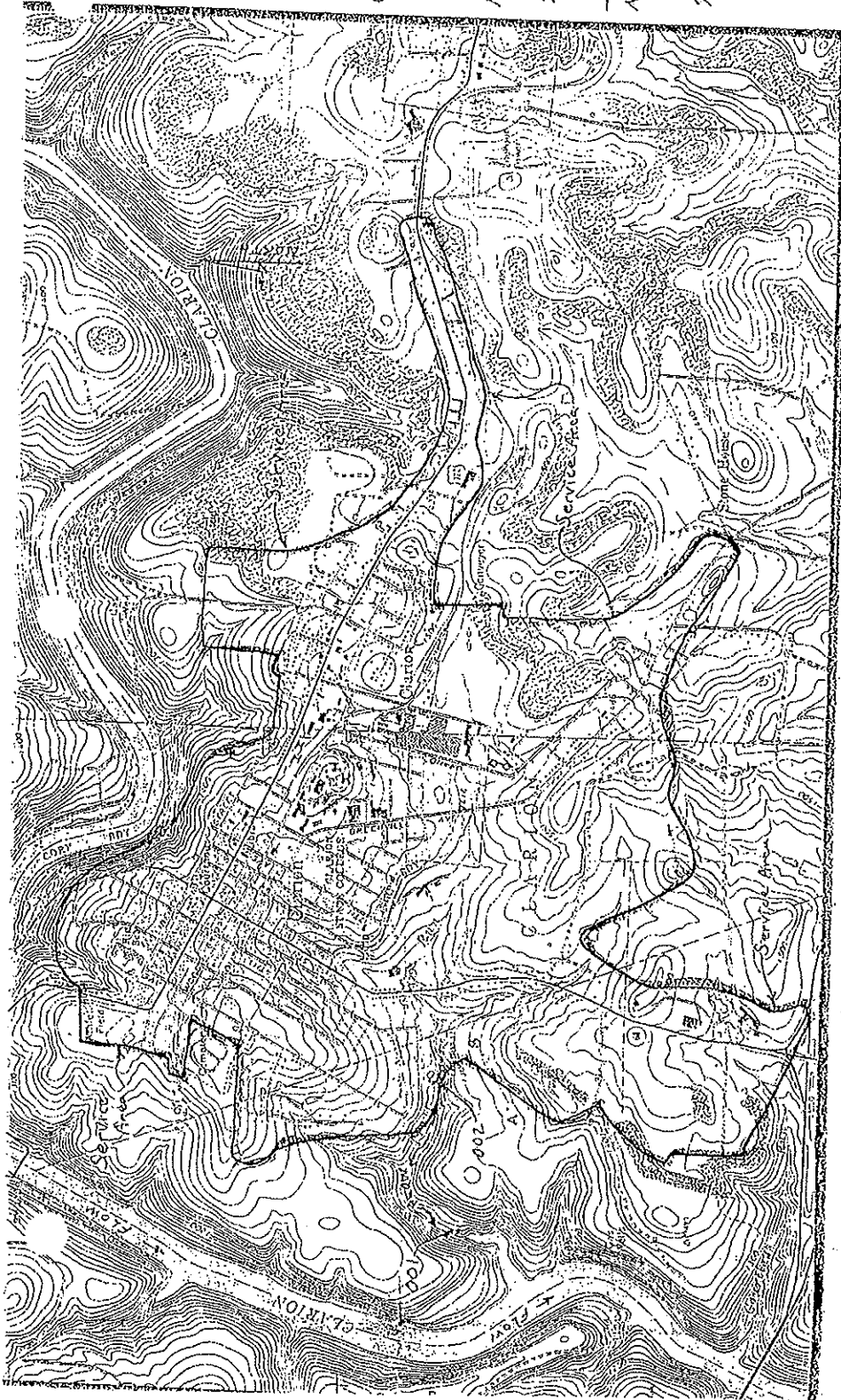
Date: _____

Pennsylvania American Water

Sewer Connection Approved: _____

Inspector of Pennsylvania American Water

Service Area
Composite: USGS
Maps
- Clarion, PA.
N14025 - 7222.5/725
1929
Photorevised 1981
- Shattawayville, PA.
N14025 - 14770.5/725
1928
Photorevised 1981



Note: Residences A and B have drinking water wells

LOCATION MAP (Scale 1" = 2000')
CLARION AREA AUTHORITY
NPDES Permit Number - PA0025491

Section M. Sewer Capacity Allocation Policy for the Clarion Wastewater Operations

1. The Company shall maintain a "waiting list" of names of individuals requesting sewer capacity.
2. Individuals who wish to be placed on the list must make their request in writing indicating the following information:
 - A. name
 - B. address
 - C. phone number
 - D. location of proposed tap(s)
 - E. number of edu's required
 - F. proposed use of building
 - G. approximate date needed
3. Sewer capacity (tap) requests may be submitted any time after July 1st of the year ~~preceeding~~ ^{preceding} the year in which the tap is to be utilized. ←
4. Once the sewer capacity reservation (tap) fee and inspection fee is paid and the sewer permit issued the permittee has six (6) months to put the tap into service. At the time the tap is placed into service the following conditions must be met: 1) the building or structure must be substantially completed, 2) the lateral shall be constructed and tapped into the main sewer line, and 3) the permittee shall commence paying monthly sewer bills.
5. If the conditions outlined in item #4 are not met within the allotted six month period, the sewer permit shall be revoked and the sewer capacity reservation (tap) fee and inspection fee forfeited. The Company shall notify the permittee of such action, in writing.
6. Having one's name on the waiting list shall constitute having an "option" to obtain sewer capacity ~~(tap)~~ in the subject year. ← After the 1st of each year the Company may sell sewer capacity to individuals not on the waiting list or to individuals not at the top of the waiting list to the extent that the sale of the sewer capacity when added to the total number of edu's on the waiting list (or ahead of that individual on the list) does not exceed the total number of edu's available to be added to the system during that year. If the sale of the sewer capacity (and resulting edu's) would result in the potential of exceeding total allowable edu's, when considered in conjunction with the