



**PENNSYLVANIA  
AMERICAN WATER**

April 23, 2010  
James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: General Base Rate Filing for Northeast Wastewater Operations  
Docket No. R-2010-2166214

Dear Secretary McNulty:

The Northeast Wastewater Operations (the "Company") of Pennsylvania American Water is herewith filing for an increase in wastewater rates based on a future test year ending December 31, 2010. In support of that request, PAW submits the following documents:

1. Eight copies of the Original Tariff Wastewater Pa P.U.C. No. 9, bearing a proposed effective date of June 22, 2010.
2. Eight copies of a news release regarding this filing that will be published in newspapers of general circulation in each of the Company's service areas.
3. Eight copies of the supporting information required by the Commission's proposed regulations, including pre-filed direct testimony, supporting exhibits and filing requirements of the Pa. Code Section 53.52.
4. Eight copies of the notice that was direct mailed to all Customers on April 22, 2010 informing them of the afore-mentioned tariff filing.

In accordance with the Commission's regulations, we are serving concurrently four copies of this rate filing on the Office of Consumer Advocate and two copies on the Office of Small Business Advocate. By prior agreement, we are also today furnishing four copies of this filing to the Commission's Office of Trial Staff and one copy to the Bureau of FUS.

If you have any questions, please do not hesitate to call me.

Sincerely

Rod Nevirauskas

Director - Rates and Regulations



**PENNSYLVANIA  
AMERICAN WATER**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania American Water: Docket No. R-2010-2166214  
**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true and correct copy of the foregoing documents upon the following persons, in the manner indicated below:

**VIA HAND DELIVERY**

William R. Lloyd, Jr., Esquire  
Office of Small Business Advocate  
Suite 1102 - Commerce Building  
300 North Second Street  
Harrisburg, PA 17101

Dianne E. Dusman Esquire  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place Fifth Floor  
Harrisburg, PA 17101-1923

John Simms, Esquire  
Office of Trial Staff  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17105-3265

Robert Wilson  
Bureau of Fixed Utility Services  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17105-3265

Rod Nevirauskas  
Director – Rates and Regulations  
Pennsylvania American Water  
800 West Hershey Park Drive  
Hershey, PA 17033  
(717) 531-3340

Dated: April 23, 2010



## NOTICE OF PROPOSED WASTEWATER RATE CHANGES

Dear Customer:

On April 23, 2010, Pennsylvania American Water filed a request with the Pennsylvania Public Utility Commission (PUC) to increase your wastewater rates as of June 22, 2010. A full investigation of this request could delay the change until January 22, 2011. This notice describes our request, the PUC's role, and what actions you can take.

### RATE REQUEST

Pennsylvania American Water is requesting an overall rate increase for its northeast Pennsylvania wastewater operations, which includes Lehman Pike, of \$2,099,490 per year. Here is an example of the proposed change for a typical customer's monthly bill in the Lehman Pike area.

Customer Type	Current Monthly Bill	Proposed Monthly Bill
Residential	\$16.90	\$57.70

To find out how the request might change your wastewater bill, or to address any other questions you might have, please contact Pennsylvania American Water's customer service center at 1-800-565-7292. You can also find the rates requested by Pennsylvania American Water in Wastewater Tariff PA P.U.C. No. 9, filed with the PUC and on our Web site at [www.pennsylvaniaamwater.com](http://www.pennsylvaniaamwater.com). You can also review the material filed with the PUC at our office at 800 West Hersheypark Drive, Hershey, PA 17033. In addition, you can request that we mail you a copy of Pennsylvania American Water's Statement of Reasons, which is a plain language summary of why we need to raise rates.

### BACKGROUND

This request is Pennsylvania American Water's first since acquiring the system in April 2002. The proposed increase is needed to recover approximately \$8.5 million that the company will have invested in its northeast Pennsylvania wastewater operations to address environmental issues and to improve the quality and reliability of your wastewater service. This capital investment equates to spending more than \$2,100 per customer.

Specifically for the Lehman Pike system, Pennsylvania American Water's capital improvements since acquiring your wastewater system include a \$3 million upgrade for the Saw Creek wastewater treatment facility, which serves both Winona Lakes and Lehman Pike customers. In addition, the company invested approximately \$2.3 million for collection system improvements.

### PUC ROLE

The state agency that approves rates for public utilities is the PUC. The PUC will review and investigate the requested rate increase. Pennsylvania American Water must prove that the requested rates are reasonable. After examining the evidence, the PUC might grant all, some or none of the request, or it might reduce existing rates. As a result, the final effect on your bill might be different than the company's request.

### ACTIONS YOU CAN TAKE

You can challenge Pennsylvania American Water's request by:

- 1) Sending a letter to the PUC -- You can tell the PUC why you object to the requested rate increase in your letter. You can also tell the PUC about any other concerns you have about the company. This information can be helpful when the PUC investigates the rate request. Send your letter to the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA 17105-3265.
- 2) Attending or presenting testimony at PUC public input hearings -- You can attend or be a witness at a PUC public hearing. The PUC holds public input hearings if it opens an investigation of Pennsylvania American Water's rate increase request and if there is enough interest in the case. At these hearings, you can present your views in person to the PUC judge and to company representatives. Testimony under oath becomes part of the rate case record. The PUC holds these hearings in the service area of the company. For more information, call the PUC at 1-800-692-7380.
- 3) Becoming a party by filing a formal complaint -- If you want to be a party to the case, you must file a formal complaint. You then have an opportunity to take part in all the hearings about the rate increase request. You can receive copies of all materials distributed by the other parties. Formal complaints should be filed with the PUC before June 22, 2010. If no one files a formal complaint, the Commission may grant all, some or none of the request without holding a hearing before a PUC judge. You can request a formal complaint form by writing to the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA 17105-3265, or by going to its Web site at [www.puc.state.pa.us](http://www.puc.state.pa.us).

Pennsylvania American Water  
Lehman Pike Wastewater District



## NOTICE OF PROPOSED WASTEWATER RATE CHANGES

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### RATE REQUEST

Pennsylvania American Water is requesting an overall rate increase for its northeast Pennsylvania wastewater operations, which includes Winona Lakes, of \$2,099,490 per year. Here is an example of the proposed change for a typical customer's monthly bill in Winona Lakes.

Customer Type	Current Monthly Bill	Proposed Monthly Bill
Residential	\$27.33	\$69.03

*(NOTE: The current flat rate will change to a volume-based charge, based on your water usage.)*

To find out how the request might change your wastewater bill, or to address any other questions you might have, please contact Pennsylvania American Water's customer service center at 1-800-565-7292. You can also find the rates requested by Pennsylvania American Water in Wastewater Tariff PA P.U.C. No. 9, filed with the PUC and on our Web site at [www.pennsylvaniaamwater.com](http://www.pennsylvaniaamwater.com). You can also review the material filed with the PUC at our office at 800 West Hersheypark Drive, Hershey, PA 17033. In addition, you can request that we mail you a copy of Pennsylvania American Water's Statement of Reasons, which is a plain language summary of why we need to raise rates.

### BACKGROUND

This request is Pennsylvania American Water's first since acquiring the system in January 2006. The proposed increase is required to begin to recover approximately \$8.5 million that the company will have invested in its northeast Pennsylvania wastewater operations to address environmental issues and improve the quality and reliability of your wastewater service. This capital investment equates to spending more than \$2,100 per customer.

Specifically for the Winona Lakes system, Pennsylvania American Water's capital improvements since acquiring your wastewater system include a \$3 million upgrade for the Saw Creek Wastewater Treatment Plant, which serves both Winona Lakes and Lehman Pike customers. In addition, the company invested approximately \$185,000 for collection system improvements.

### PUC ROLE

The state agency that approves rates for public utilities is the PUC. The PUC will review and investigate the requested rate increase. Pennsylvania American Water must prove that the requested rates are reasonable. After examining the evidence, the PUC might grant all, some or none of the request, or it might reduce existing rates. As a result, the final effect on your bill might be different than the company's request.

### ACTIONS YOU CAN TAKE

You can challenge Pennsylvania American Water's request by:

- 1) Sending a letter to the PUC – You can tell the PUC why you object to the requested rate increase in your letter. You can also tell the PUC about any other concerns you have about the company. This information can be helpful when the PUC investigates the rate request. Send your letter to the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA 17105-3265.
- 2) Attending or presenting testimony at PUC public input hearings – You can attend or be a witness at a PUC public hearing. The PUC holds public input hearings if it opens an investigation of Pennsylvania American Water's rate increase request and if there is enough interest in the case. At these hearings, you can present your views in person to the PUC judge and to company representatives. Testimony under oath becomes part of the rate case record. The PUC holds these hearings in the service area of the company. For more information, call the PUC at 1-800-692-7380.
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**Pennsylvania American Water  
Winona Lakes Wastewater District**



## NOTICE OF PROPOSED WASTEWATER RATE CHANGES

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### RATE REQUEST

Pennsylvania American Water is requesting an overall rate increase for its northeast Pennsylvania wastewater operations, which includes Blue Mountain Lake, of \$2,099,490 per year. Here is an example of the proposed change for a typical customer's monthly bill in the Blue Mountain Lake area.

Customer Type	Current Monthly Bill	Proposed Monthly Bill
Residential	\$23.05	\$80.02

To find out how the request might change your wastewater bill, or to address any other questions you might have, please contact Pennsylvania American Water's customer service center at 1-800-565-7292. You can also find the rates requested by Pennsylvania American Water in Wastewater Tariff PA P.U.C. No. 9, filed with the PUC and on our Web site at [www.pennsylvaniaamwater.com](http://www.pennsylvaniaamwater.com). You can also review the material filed with the PUC at our office at 800 West Hersheypark Drive, Hershey, PA 17033. In addition, you can request that we mail you a copy of Pennsylvania American Water's Statement of Reasons, which is a plain language summary of why we need to raise rates.

### BACKGROUND

This request is Pennsylvania American Water's first since acquiring the system in October 2005. The proposed increase is needed to begin to recover approximately \$8.5 million that the company will have invested in its northeast Pennsylvania wastewater operations to improve the quality and reliability of your wastewater service. This capital investment equates to spending more than \$2,100 per customer.

Specifically for the Blue Mountain Lake system, Pennsylvania American Water's capital improvements since acquiring your wastewater system include a \$2.9 million upgrade to the wastewater treatment plant that serves your community.

### PUC ROLE

The state agency that approves rates for public utilities is the PUC. The PUC will review and investigate the requested rate increase. Pennsylvania American Water must prove that the requested rates are reasonable. After examining the evidence, the PUC might grant all, some or none of the request, or it might reduce existing rates. As a result, the final effect on your bill might be different than the company's request.

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**Pennsylvania American Water  
Blue Mountain Lake Wastewater District**

**STATEMENT OF SPECIFIC REASONS  
FOR PROPOSED INCREASE IN RATES**

PENNSYLVANIA AMERICAN WATER  
Northeast Wastewater Operations

Statement of Specific Reasons  
for Proposed Increase in Rates

The Northeast Wastewater operations ("NWW" or "Company") of Pennsylvania American Water ("PAW") is filing herewith Original Tariff Wastewater-Pa. P.U.C. No. 9, canceling Tariff Wastewater-Pa P.U.C. No. 4. This tariff, which bears a proposed effective date of June 22, 2010, would increase the Company's total annual operating revenues by \$2,099,490 or approximately 240%, above the level of pro forma revenues for the future test year ending December 31, 2010. The reasons for the proposed increase in rates are summarized below.

RATE INCREASE

The primary factor accounting for the need for rate relief is the Company's substantial investment in utility plant. NWW is comprised of three different areas: Lehman Pike; Blue Mountain; and Winona Lakes. By the end of the future year the Company will have invested approximately \$8.5 million in new utility plant since its acquisition of the various areas in 2002, 2005, and 2006 respectively. Return on and of capital investments comprises almost \$1.3 million of the requested increase.

Absent rate relief, the overall rate of return for the Company for the future test year is negative. This result is

obviously far less than required, by any standard, to permit a reasonable return on common equity and to provide a reasonable opportunity for the Company to attract the additional capital required to finance needed plant additions.

Mr. Paul R. Moul, Managing Consultant of P. Moul and Associates and an expert on the subject of rate of return on common equity ("ROE"), has recommended an ROE of 11.75%. Mr. Rod Nevirauskas, Director of Rates and Regulation of PAW, has calculated an overall rate of return of 8.85% for the Company incorporating an ROE of 11.5% in recognition of the magnitude of the requested increase in this case. Mr. Moul's rate of return on common equity recommendations are being filed herewith as PAWC Statement No. 9 and Exhibit No. 9-A and Mr. Nevirauskas' rate of return recommendation is being filed as PAWC Statement No. 3. The requested rate of return may be summarized as follows:

TYPE OF CAPITAL	RATIO	COST RATE	WEIGHTED COST RATE
Long Term Debt	49.21%	6.16%	3.03%
Preferred Stock	00.72%	8.11%	0.06%
Common Equity	50.07%	11.50%	5.76%
Overall Rate of Return			8.85%

The Company is filing herewith all of the supporting data

required by the Commission's regulations, both for the historic test year ended December 31, 2009 and the future test year ending December 31, 2010. The Company is basing its claim principally on future test year data and, therefore, the discussion that follows will essentially address such data.

The revenue and expense data for the year ending December 31, 2010 have been prepared in a manner consistent with the accepted practices of the Commission. To establish anticipated operating revenues under the proposed rates, operating revenues for the historic test year ended December 31, 2009 were adjusted (1) for required annualization adjustments (2) to reflect changes in the number of customers and usage by specific customers during the historic and future test years.

After extensive and careful review of the Company's accounts, actual operating expenses for the historic test year ended December 31, 2009 were adjusted to reflect currently effective and anticipated changes in expense levels, as summarized at page 21 of Exhibit No. 3-A. Such adjustments capture, among other things, increases in labor (salaries and wages) and labor-related expense; production costs and general inflation.

Operating revenue deductions other than expenses have also been adjusted to reflect increases and changes in taxes other than income taxes, including the General Assessments for the Commission, the Office of Consumer Advocate and the Office of Small

Business Advocate. Federal and State income taxes have been calculated on a pro forma basis to reflect the effect on the Company's taxable income of the proposed rates, the various expense adjustments made for ratemaking purposes and the use of currently effective state and federal income tax rates.

Annual depreciation charges included for ratemaking have been calculated using the straight line remaining life method for most plant accounts. Provision has also been made for the deferred federal income taxes resulting from the use of the Modified Accelerated Cost Recovery System for qualifying property additions in accordance with the Tax Reform Act of 1986.

After making the proper allowances for all necessary adjustments to determine the appropriate levels of revenue and expense for ratemaking purposes, the Company's anticipated operating income under the proposed rates will be:

Operating Revenues	\$2,973,309
Operating Revenue Deductions	<u>2,019,046</u>
Operating Income	\$954,263

The rate base elements which are submitted as part of this filing reflect the original cost of the Company's utility plant, as taken from its continuing property records, together with anticipated additions and retirements. The Company's claim for accrued depreciation applicable to original cost has been determined on the basis of the ratemaking book reserve, consistent

with the procedures approved by the Commission in the past. The resulting claim for depreciated utility plant in service encompasses the Company's planned investment of approximately \$3 million in new utility plant, in addition to over \$5 million invested prior to the future test year in this case.

From the depreciated utility plant in service figures, the Company has deducted contributions-in-aid-of-construction and customer advances for construction. Also deducted is the net cash working capital amount of long-term debt interest and preferred stock dividends accrued prior to payment, and the balance of deferred taxes attributable to 2010 accelerated depreciation. In addition, allowances for materials and supplies, cash working capital, and prepaid taxes net of accrued taxes, are reflected in the Company's rate base claim. As so developed, the estimated original cost measure of value at December 31, 2010 is \$10,785,006.

It is evident from the above and from the voluminous supporting data filed herewith that the proposed rate increase is just and reasonable and represents the minimum rate increase necessary to enable the Company to earn a reasonable return on the fair value of its property used and useful in the public service and to maintain the integrity of its existing capital.

### RATE STRUCTURE

As part of its supporting data, the Company has submitted, as Exhibit No. 7-A, a Cost of Service Study performed by the engineering firm of Gannett Fleming Valuation and Rate Consultants, Inc. The results of the Cost of Service Study were one of the factors considered by the Company in developing its rate structure proposal.

The principal elements of that proposal consist of the following:

- An increase of monthly service charges to be more consistent with customer costs;
- The allocation of the requested rate increase in such a manner as to realign revenues by major customer class to be more commensurate with the indicated cost of service.

### CONCLUSION

In summary, the proposed increase in revenues is the minimum increase necessary to permit the Company to preserve public health and safety and to maintain the integrity of its existing capital, attract additional necessary capital at reasonable costs and have an opportunity to actually achieve a fair rate of return, particularly on its common equity capital. For these and the other reasons set forth above, the proposed rates should be permitted to become effective as filed.

**Tariff Wastewater PA P.U.C. No.9  
Canceling Wastewater PA P.U.C. No. 4**

Pennsylvania-American Water Company  
Northeast 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 PORTIONS OF  
LEHMAN TOWNSHIP, PIKE COUNTY AND  
MIDDLE SMITHFIELD TOWNSHIP AND PORTIONS OF  
SMITHFIELD AND STROUD TOWNSHIPS, MONROE 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 Northeast Wastewater Operations. All metered and unmetered charges have been increased for an overall increase of 240.27%.

The Company is proposing to change service charges and increase volumetric charges for each bill class, thus moving revenues more in-line with the cost of providing service.

The Company is proposing to increase the service lateral inspection fee from \$10 to \$100.

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

A \$20 return check fee has been added.

A miscellaneous fee has been added to be paid by private contractors to the Company to dispose of private residential septage and commercial wastes at the Company's wastewater treatment plant.

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

**Changes**

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.

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**TERRITORIES SERVED**

**Lehman Pike (Includes Winona Lakes)**

Pike County. A portion of Lehman Township.

Monroe County. A portion of Middle Smith Field Township

**Blue Mountain Lakes**

Monroe County. Portions of the townships of Smithfield and Stroud.

Part I: Rates

Schedule of Rates Applicable to Northeast Wastewater Operations (I)

Metered Rates

Service Charges:

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

<u>Bill Class</u>	<u>Monthly Service Charge</u>
Residential	<u>\$20.00</u>
Commercial	<u>40.00</u>

Usage Charge For All Bill Classes:

Per 100 gallons of metered water or wastewater usage \$1.3620

Flat Rates

**Residential Flat Rate** of \$71.76 per month shall be billed to each unmetered customer.

Schedule of Miscellaneous Fees and Charges

- A. Service Lateral Inspection Fee (C) (I)  
All customer service laterals from the curb to the real property shall be of pipe approved by the Company, and kept in good repair at the expense of the customer. The Company shall be notified of the installation of the customer's service lateral and shall require an inspection of the installation prior to its enclosure at a fee of \$100. Customer's service lateral shall be kept in good repair at the customer's expense and be subject to inspection at any reasonable time by the Company, or its representatives, and the customer shall grant the Company entry into and through the premises of the customer for purposes of inspecting the customer's service lateral.
- B. 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 \$30.00. 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.
- C. Return Check Charges (C) (I)  
The customer will be responsible for the payment of a \$20.00 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 Miscellaneous Fees and Charges

D. Wastewater Plant, Residential Septage and Commercial Waste Disposal Fee. (C)

The Fee to be paid by private contractors to the Company to dispose of private residential septage and commercial wastes at the Company's wastewater treatment plant. The acceptance or rejection of all residential septage and commercial waste will be at the discretion of the Company.

The following rates shall be charged to haulers of residential septic waste who deliver waste:

<u>%Solids</u>	<u>% Solids</u>	<u>Cost Per Gallon</u>
	< = 1%	\$.025
> 1%	< = 2%	.030
> 2%	< = 3%	.0345
> 3%	< = 4%	.0395
> 4%	< = 5%	.0445
> 5%	< = 6%	.0495
> 6%	< = 7%	.0545
> 7%	< = 8%	.059

1. The Company reserves the right to limit the total amount of residential septage received in a day and /or the total numbers of loads received from a single hauler on a per day basis based on maintaining proper operation of the Company's wastewater treatment plant.
  
2. At the discretion of the Company, the Company reserves the right to accept or reject commercially generated waste based on the amount and constituents in the waste. The cost as determined by the Company for testing and disposal will be a multiple of the residential septage fee based on the type and strength of the waste.

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. **Commission:** The Pennsylvania Public Utility Commission.
4. **Company:** Pennsylvania-American Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
5. **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.

6. **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.
7. **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.
8. **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<sub>5</sub>) less than 300 mg/L, and a chlorine demand less than 25mg/L.
9. **Dwelling Unit:** A structure or dwelling intended to be occupied as a whole by one family.
10. **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: Section 73.17, divided by the typical estimated average daily wastewater flow from a current single-family unit.
11. **Garbage:** The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
12. **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.

13. **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.
14. **Industrial/Commercial Wastes:** Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from domestic wastewater.
15. **Industrial/Commercial Waste Permit:** A wastewater permit issued as required by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
16. **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.
17. **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.
18. **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.
19. **Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.
20. **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.
21. **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.
22. **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.

23. **Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit.
24. **Regulatory Agency:** Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and the Delaware River Basin Commission (DRBC), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
25. **Sanitary Sewer:** A sewer which primarily carries sanitary wastewater, together with such storm, surface and ground water as may be present.
26. **Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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, 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. The failure of a customer to properly install and maintain a grinder pump, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning grinder pump.
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 Fixture</u>	<u>Maximum 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. For a gravity collection system, clean-outs on service laterals shall be spaced 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:** 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.
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.

3. **Emergency or Scheduled Interruptions:** The Company may temporarily interrupt service; discontinue service without prior written notice; or terminate service within the purview of Subchapters D and E, Chapter 56, Title 52. Only the Company, through its proper agents, has the authority to turn off the water at any corporation stop or curb stop, or to disconnect or remove the meter in order to disrupt sewer service. As necessity may arise in the case of a line break, emergency or other unavoidable cause, the Company shall have the right to temporarily terminate service in order to make necessary repairs, connections, etc.; but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In such case the Company shall not be liable for any damage or inconvenience suffered by the customer, nor in any case for any claim against it at any time for interruption in service.

#### **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 weeks.
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.
- (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.

Tariff Wastewater PA P.U.C. No.9  
Canceling Wastewater PA P.U.C. No. 4

Pennsylvania-American Water Company  
Northeast 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 PORTIONS OF  
LEHMAN TOWNSHIP, PIKE COUNTY AND  
MIDDLE SMITHFIELD TOWNSHIP AND PORTIONS OF  
SMITHFIELD AND STROUD TOWNSHIPS, MONROE 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 Northeast Wastewater Operations. All metered and unmetered charges have been increased for an overall increase of 240.27%.

The Company is proposing to change service charges and increase volumetric charges for each bill class, thus moving revenues more in-line with the cost of providing service.

The Company is proposing to increase the service lateral inspection fee from \$10 to \$100.

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

A \$20 return check fee has been added.

A miscellaneous fee has been added to be paid by private contractors to the Company to dispose of private residential septage and commercial wastes at the Company's wastewater treatment plant.

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

**Changes**

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.

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TERRITORIES SERVED

**Lehman Pike (Includes Winona Lakes)**

Pike County. A portion of Lehman Township.

Monroe County. A portion of Middle Smith Field Township

**Blue Mountain Lakes**

Monroe County. Portions of the townships of Smithfield and Stroud.

Part I: Rates

Schedule of Rates Applicable to Northeast Wastewater Operations (I)

Metered Rates

Service Charges:

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

<u>Bill Class</u>	<u>Monthly Service Charge</u>
Residential	\$20.00
Commercial	40.00

Usage Charge For All Bill Classes:

Per 100 gallons of metered water or wastewater usage \$1.3620

Flat Rates

Residential Flat Rate of \$71.76 per month shall be billed to each unmetered customer.

Schedule of Miscellaneous Fees and Charges

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

All customer service laterals from the curb to the real property shall be of pipe approved by the Company, and kept in good repair at the expense of the customer. The Company shall be notified of the installation of the customer's service lateral and shall require an inspection of the installation prior to its enclosure at a fee of \$100. Customer's service lateral shall be kept in good repair at the customer's expense and be subject to inspection at any reasonable time by the Company, or its representatives, and the customer shall grant the Company entry into and through the premises of the customer for purposes of inspecting the customer's service lateral.

B. 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 \$30.00. 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.

C. Return Check Charges (C) (I)

The customer will be responsible for the payment of a \$20.00 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 Miscellaneous Fees and Charges

D. Wastewater Plant, Residential Septage and Commercial Waste Disposal Fee. (C)

The Fee to be paid by private contractors to the Company to dispose of private residential septage and commercial wastes at the Company's wastewater treatment plant. The acceptance or rejection of all residential septage and commercial waste will be at the discretion of the Company.

The following rates shall be charged to haulers of residential septic waste who deliver waste:

<u>%Solids</u>	<u>% Solids</u>	<u>Cost Per Gallon</u>
	< = 1%	\$.025
> 1%	< = 2%	.030
> 2%	< = 3%	.0345
> 3%	< = 4%	.0395
> 4%	< = 5%	.0445
> 5%	< = 6%	.0495
> 6%	< = 7%	.0545
> 7%	< = 8%	.059

1. The Company reserves the right to limit the total amount of residential septage received in a day and /or the total numbers of loads received from a single hauler on a per day basis based on maintaining proper operation of the Company's wastewater treatment plant.
  
2. At the discretion of the Company, the Company reserves the right to accept or reject commercially generated waste based on the amount and constituents in the waste. The cost as determined by the Company for testing and disposal will be a multiple of the residential septage fee based on the type and strength of the waste.

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. **Commission:** The Pennsylvania Public Utility Commission.
  
4. **Company:** Pennsylvania-American Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
  
5. **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.

6. **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.
7. **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.
8. **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.
9. **Dwelling Unit:** A structure or dwelling intended to be occupied as a whole by one family.
10. **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: Section 73.17, divided by the typical estimated average daily wastewater flow from a current single-family unit.
11. **Garbage:** The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
12. **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.

13. **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.
14. **Industrial/Commercial Wastes:** Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from domestic wastewater.
15. **Industrial/Commercial Waste Permit:** A wastewater permit issued as required by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
16. **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.
17. **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.
18. **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.
19. **Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.
20. **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.
21. **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.
22. **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.

23. **Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit.
24. **Regulatory Agency:** Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and the Delaware River Basin Commission (DRBC), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
25. **Sanitary Sewer:** A sewer which primarily carries sanitary wastewater, together with such storm, surface and ground water as may be present.
26. **Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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, 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. The failure of a customer to properly install and maintain a grinder pump, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning grinder pump.
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. For a gravity collection system, clean-outs on service laterals shall be spaced 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:** 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.
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.

3. **Emergency or Scheduled Interruptions:** The Company may temporarily interrupt service; discontinue service without prior written notice; or terminate service within the purview of Subchapters D and E, Chapter 56, Title 52. Only the Company, through its proper agents, has the authority to turn off the water at any corporation stop or curb stop, or to disconnect or remove the meter in order to disrupt sewer service. As necessity may arise in the case of a line break, emergency or other unavoidable cause, the Company shall have the right to temporarily terminate service in order to make necessary repairs, connections, etc.; but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In such case the Company shall not be liable for any damage or inconvenience suffered by the customer, nor in any case for any claim against it at any time for interruption in service.

#### **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 weeks.
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.
- (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.

Pennsylvania-American Water Company  
Lehman Pike  
(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 PORTIONS OF  
LEHMAN TOWNSHIP, PIKE COUNTY AND  
MIDDLE SMITHFIELD TOWNSHIP AND PORTIONS OF  
SMITHFIELD AND STROUD TOWNSHIPS, MONROE COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

**Issued: January 16, 2008**

**Effective: March 16, 2008**

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

## LIST OF CHANGES

## Changes

This tariff supplement adds a flat rate charge of \$21.56 for unmetered customers in the Lehman Pike service territory. The charge was calculated based on the Company's average monthly usage for a residential water customer of 4,500 gallons as filed in its last water rate filing at R-00072229.

## Calculation of Flat Rate Charge for Lehman Pike

Service Charge	\$9.45
Usage Charge (45*.269)	\$12.11
Total	\$21.56

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

Issued: January 16, 2008

Effective: March 16, 2008

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**RULES AND REGULATIONS**

**1. DEFINITIONS**

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings assigned below whenever they are used throughout this Tariff.

- Annual Line Extension Cost**      The Sum of a Company's additional annual Operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
- Annual Revenue  
(for line extension purposes)**      The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
- 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.
- Availability Service**      Service that is reserved to be available to a customer upon request and installation of company's main to serve lot.
- Bona Fide Service Applicant  
(for line extension purposes)**      A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
- (a)      applicant is requesting wastewater service to a building lot, subdivision or secondary residence;

- (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
- (c) applicant is requesting special utility service.

**Commercial Customer** A customer who occupies a property that is used for commercial purposes.

**Commission** The Pennsylvania Public Utility Commission.

**Company** Pennsylvania-American Water Company.

**Company Service Line** The wastewater line from the collection facilities of the company which connects to the customer service line at the hypothetical or actual curb line or the actual property line.

**Customer** A person or entity who is an owner or occupant and who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service without a contract.

**Customer Service Line** The wastewater line extending from the end of the company service line or connection to the point of connection at the customer's premise.

**Debt Costs** The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost rate for the Company or that of a comparable jurisdictional wastewater utility.

**Depreciation Charges** The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional wastewater utility.

<b>Dwelling Unit</b>	A structure or dwelling intended to be occupied
<b>Equivalent Dwelling Units (EDU)</b>	For a commercial and/or industrial customer The EDU is a measure based upon the estimated maximum daily wastewater flow for that type of business as calculated by the Department of Environmental Protection Regulation at 25 Pa. Code §73.17 divided by 250 gallons per day. 250 gallons per day is the typical Company estimated maximum daily wastewater flow from its current single-family unit.
<b>Garbage</b>	The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
<b>Grinder Pump</b>	Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
<b>Line Extension (For Line Extension Purposes)</b>	An addition to the Company's main line which is necessary to serve the premises of a customer.
<b>Main</b>	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.
<b>Meter</b>	Any device supplied by the Company for the purpose of measuring water or wastewater consumption.
<b>Nonresidential Service</b>	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.

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Issued: April 4, 2002

Effective: April 3, 2002

<b>Operating and Maintenance Costs (For Line Extension Purposes)</b>	The Company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.
<b>Property</b>	A single lot or subdivided parcel of land to which sewage service is provided or which service is available to be provided upon request.
<b>Public Utility</b>	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.
<b>Residential Service</b>	Wastewater service supplied to an individual single-family residential dwelling unit.
<b>Regulatory Agency</b>	Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), the Delaware River Basin Commission (DRBC), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
<b>Sanitary Sewer</b>	A sewer which carries sanitary wastewater and excludes storm, surface and ground water.

<b>Special Utility Service</b>	Residential or business service which exceeds that required for ordinary residential purposes.
<b>Storm Sewer</b>	A sewer which receives discharges from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
<b>Suspended Solids</b>	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.
<b>Tariff</b>	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.
<b>Toxic Substances</b>	Any substance 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 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

**Usage Service**

Service to a customer for the usage of the central sewer system for the disposal of sewage.

**Wastes**

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

**Wastewater**

A combination of the water-carried wastes from residences, together with such ground surface and storm water as may be present in sanitary sewers.

2. FILING, POSTING, AND EFFECT

2.1 A copy of this tariff comprising the Rates, Rules and Regulations governing the distribution of utility service by the Company is on file with the Commission and is posted and available for inspection at the Company's office. These rates, rules, and regulations are part of the contract with every customer, and every customer, by taking utility service, agrees to be bound hereby.

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Issued: April 4, 2002

Effective: April 3, 2002

**3. APPLICATION PROCEDURE FOR SERVICE,  
CHANGE IN CUSTOMER OR SERVICE, AND MAIN EXTENSIONS**

**3.1 Apply for New Service:** Before new service is provided by the Company, a prospective customer shall complete and submit to the Company a written application for service and service will be provided if the applicant satisfies the Commission regulations of 52 Pa. Code §§56.31-38 and compliance with this tariff.

**3.2 Contract For Utility Service:** The customer's application, if accepted by the Company, and these Rules and Regulations constitute the contract between the customer and the company; and each customer, by the taking of utility service, agrees to be bound thereby.

**3.3 Customer's Duty to Notify Company of Change in Service:** It shall be the obligation of each customer to provide the Company seven days' notice of changes in service that identifies the date for service to be changed, including discontinuation of service. If service is to be discontinued, then upon receipt of such notice the Company shall prepare and submit to the customer a final bill for the service to be discontinued.

**3.4 Line Extensions:**

1. Requests by Bona Fide Service Applicant: Upon request by a bona fide service applicant, the Company shall construct line extensions within its franchised territory consistent with the following directives:

- (a) Line extensions to bona fide service applicants shall be funded without customer advance where the annual revenue from the line extension will equal or exceed the company's annual line extension costs.
- (b) If the annual revenue from the line extension will not equal or exceed the Company's annual line extension costs, a bona fide service applicant must be required to provide a customer advance to the Company's cost of construction for the line extension. The Company's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the Company's investment for the line extension from the total construction costs.

- (c) The Company's investment for the line extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide applicant:

X = [AR-OM] divided by [I+D]; and,  
 AR = the Company's annual revenue  
 OM = the Company' operating and maintenance costs  
 I = the Company' current debt ratio multiplied by the Company's weighted long-term debt cost rate  
 D = the Company's current depreciation accrual rate

2. Customer Advance Financing, Refunds and Facilities on Private Property:

- (a) When a customer advance is required of a service applicant and an additional customer or customers attach service lines to the line extension within ten (10) years, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extensions are contributions in aid of construction and need not be refunded.
- (b) The Company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per customer refund amount shall equal the Company's investment attributed to each bona fide applicant as calculated in the formula contained in Section 3.4, Rule 1, Subsection (c) of this tariff.
- (c) The Company shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.

- (d) Special utility service shall mean residential or business service, which exceeds that required for ordinary residential purposes. Section 3.4, Rule 1 (a) through (c) of this tariff does not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate flows, or service to large commercial and industrial facilities. An otherwise bona fide applicant requesting service, which includes a "special utility service" component, is entitled to bona fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.

3. Requirement For Extension Deposit Agreement: Where extension of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.

4. Size of Main: The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. 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 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 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 curb line, which is equidistant from the side property lines of the last lot for which service was requested. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.

6. Cost True-Up: At the Conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

#### 4. CUSTOMER'S DEPOSIT

**4.1 Company's Right To Require Deposit:** The Company, pursuant to Section 56.41, may require an applicant or customer to post a cash deposit equal to the estimated bill for a period of four months. For an existing customer the Company who has been delinquent in payment of any two consecutive bills or three or more bills within the proceeding twelve months or an applicant unable to satisfy the credit requirements for new service. The Company shall first provide a customer written notice of its intent to require a cash deposit if current and future bills are delinquent, and shall provide a notice that a deposit is required if payments remain delinquent after the first notice.

**4.2 Company's Duty To Maintain Deposits:** A deposit received by the Company shall be maintained and in accordance with Chapter 56, Title 52, of the Pa. Code and a customer, after written notification by Company that a deposit is required, may elect to pay the deposit in full within 21 days or up to three installments, with 50% due upon Company's notification that a deposit is required, 25% due thirty days after Company's notice and the 25% due sixty days after Company's notice. Interest at the rate authorized by the Commission regulation at 52 Pa. Code §56.57, shall be paid annually to the customer, or, at the option of either the Company or the customer, shall be applied to reduce bills for water service in lieu of a cash refund.

**4.3 Company's Duty To Refund Deposit:** The Company will refund to customer the deposit received from customer, plus interest upon a) customer's notice to discontinue service and after payment in full has been made for all service rendered, b) the customer's timely payment of undisputed bills for service in ten months out of the past twelve consecutive months, and is not currently delinquent.

## 5. SERVICE CONNECTIONS

**5.1 Company Shall Establish All Connections To Its Lines:** The Company shall make all connections to its mains and will furnish, install and maintain all service lines from the main to customer's property line, which shall be the property of the Company and be accessible to and under its control at all times.

**5.2 Company Shall Inspect All Installations of Customer's Service Line:** All customer service lines from the curb to the real property shall be of pipe approved by the Company, and kept in good repair at the expense of the customer. The Company shall be notified of the installation of the customer's service line and shall require an inspection of the installation prior to its enclosure at a fee of \$10 per visit that shall be paid at time of customer's request for usage service. Customer's service line shall be kept in good repair at the customer's expense and be subject to inspection at any reasonable time by the Company, or its representatives, and the customer shall grant the Company entry into and through the premises of the customer for purposes of inspecting the customer's service line.

**5.3 Location:** Customer service lines shall be laid consistent with sound engineering practices and in conformance with all governmental regulations and ordinances. Each property served shall be individually supplied through a separate service pipe from the sewer main, unless the Company approves some other arrangement because of special circumstances.

**5.4 Customer's Duty To Maintain Customer's Service Line:** All leaks in customer's service lines from the curb to, and in and upon, the customer's premises shall be promptly repaired. On customer's failure to make such repairs within a reasonable time, the Company may turn off water service to the property to prevent a public health hazard. The Company shall in no event be responsible for maintenance of, or for damage done by sewage escaping from, the service pipe; and the customer shall, at all times, comply with regulations and shall make any changes thereon required on account of change of grade, relocation of mains, or otherwise.

6. CUSTOMER'S DUTY TO INSTALL AND MAINTAIN GRINDER PUMP

Each customer shall be required to install and maintain a grinder pump that is compatible with connection to the Company's sewer system. The Company shall have the right to inspect the installation by a qualified contractor and operation of the customer's grinder pump as may be necessary to determine if it is operating properly. The failure of a customer to properly install and maintain a grinder pump, including replacement, shall constitute grounds for the Company to initiate action to terminate service to customer and see recovery for any damage to Company's facilities caused by an improperly functioning grinder pump.

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Issued: April 4, 2002

Effective: April 3, 2002

## 7. BILLING AND PAYMENT

**7.1 Time of Rendering Bills:** Bills for service shall be prepared and sent by the Company at least every three months for service in the past billing period.

**7.2 Due Date:** The due date for payment of bills shall be twenty (20) days from the date the bill is mailed, except that in the case of the United States Government, the Commonwealth of Pennsylvania, or the local municipalities or any department or institution thereof, the due date shall be thirty days from the date the bill is mailed. Payments mailed as evidence by the United States Post Office mark, on or previous to the end o the twenty-day or thirty-day period, will be deemed to be payment within such period.

**7.3 Late Payment Charge:** A late payment charge shall be assessed as provided by Rule 13 and shall be calculated on the overdue portion of the Customer's delinquent bill. Late payment charge shall be imposed when payments for service are received in person at the Company office or at the office of an authorized collection agent after the due date. Such penalties will be calculated each billing period thereafter only on the overdue portions of the bills.

**7.4 Customer Responsible for Billings:** The customer served by the Company shall be responsible to the Company for payment for service furnished to the property irrespective of any agreement between the customer and a third party, and the bill shall in all cases be rendered to the customer unless the Company is notified by said customer to render the bill to some other party acting in a formal capacity as an agent of the customer, in which case the customer shall nevertheless remain liable for the payment of all water bills.

**7.5 Failure to Receive Bill:** Failure to receive a bill will not exempt the customer from the terms of payment, or constitute a waiver of these Rules. Customer shall be responsible to notify the Company within fifteen (15) days of the end of any billing period if no bill has been received and the Company shall send a new bill to the customer upon such notice.

## 8. RESIDENTIAL SERVICE TERMINATION PROCEDURES

**8.1 Grounds for Termination of Service:** The Company has the right to terminate service for any of the following reasons:

- a) Nonpayment of an undisputed account
- b) Failure to post a cash deposit
- c) Unreasonable refusal to permit access to meters, service connections and other property of the utility for the purpose of maintenance, repair or meter reading
- d) Unauthorized use of the utility service
- e) Failure to comply with a material term of a settlement, payment agreement, or tariff provision
- f) Fraud or misrepresentation of identity for the purpose of obtaining utility service

**8.2 Written Notice Of Termination:** The Company shall mail or deliver written notice to the customer at least ten (10) days prior to the date of the proposed termination date. No notice of termination shall be based on a bill that the customer has disputed, oral or written, unless the dispute has been resolved.

**8.3 Termination Dates:** The termination date in the Company's notice shall not be a Friday, Saturday, Sunday, bank holiday and immediately preceding day, holiday observed by the Company or immediately preceding day, or holiday observed by the Commission or immediately preceding day.

**8.4 Personal Notice Of Termination:** The Company shall after the written notice personally contact the customer or a responsible adult occupant at least three (3) days prior to termination. If personal contact is made, then the Company shall explain to the customer the following: a) the reasons for the proposed termination, b) methods to avoid termination, including payment in full or scheduling payments as a settlement, c) the customer's right to file a dispute with the Company and an informal complaint with the Commission, and the dispute procedures, d) the duty of the customer to pay the portion of the bill not disputed, and e) the emergency medical procedures.

If no personal contact is made after an attempt, the Company shall follow the procedures set forth at 52 Pa. Code §§56.91-100.

**8.5 Termination Procedures For Tenant Occupied Structure:** The Company shall employ the procedures set forth at Sections 56.121-126 of the Commission's regulations to terminate residential service at a structure occupied by tenants.

**8.6 Dispute Procedures:** The Company shall consider a dispute any communication from the customer that disputes a determination that a deposit is required, the accuracy of the bill, or the identity of the customer. Upon receipt of a customer dispute, the Company shall investigate the matter and make a diligent attempt to negotiate a reasonable payment agreement or explain the basis for the bill, and send to the customer a written report that describes the dispute, states the Company's position, indicates that service will not be terminated pending completion of the dispute process, informs the customer that an informal complaint must be filed within ten (10) days of the mailing date of the report in order to preserve all rights, and explains the complaint process.

**8.7 Emergency or Scheduled Interruptions:** The Company may temporarily interrupt service; discontinue service without prior written notice; or terminate service within the purview of Subchapters D and E, Chapter 56, Title 52. Only the Company, through its proper agents, has the authority to turn off the water at any corporation stop or curb stop, or to disconnect or remove the meter in order to disrupt sewer service. As necessity may arise in the case of a line break, emergency or other unavoidable cause, the Company shall have the right to temporarily terminate service in order to make necessary repairs, connections, etc.; but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In such case the Company shall not be liable for any damage or inconvenience suffered by the customer, nor in any case for any claim against it at any time for interruption in service.

## 9. PROHIBITED DISCHARGES

**9.1 Prohibited Discharges:** No customer shall discharge or cause to be discharged any of the following described wastes or waters into the sewer system:

- (a) Roof drainage, surface water, or drainage from any cesspool or underground drainage field;
- (b) Any exhaust steam, gasoline, benzine, naptha, oils, tar, grease or other combustible gases or liquids or any garbage, offal or other solid or viscous substances which are capable of causing obstructions to the flow in any sewer or which would adversely effect the proper operation of the sewer system or the processes of the company's sewage treatment plant;
- (c) Any industrial wastes unless prior application has been made to and approved by the company;
- (d) Any sudden emptying of a tank, reservoir, swimming pool (in less than 72 hours) or other container or any other discharge in such quantity that may tax the capacity or otherwise adversely effect the operation of the company's sewage system or treatment plant; or,
- (e) Any sanitary sewage or other wastes having undesirable ranges or color, pH or biochemical oxygen demand, or containing any toxic substances in quantities sufficient constitute a hazard to humans or animals or to interfere with the processes of the sewage treatment plant or which will pass through such plant in a condition which will exceed state, federal or other requirements for the receiving stream.
- (f) Any wastewater that has not been processed through a properly operating grinder pump approved by the Company.

**9.2 Damages:** If a customer discharges any prohibited discharges that the operation of treatment system is destroyed or impaired, then the Company may impose consequential reasonable charges, included the recovery of any fines or assessments imposed upon a finding of a violation of the Clean Water Act or Clean Stream Act, associated with the restoration of the system to its condition prior to the unlawful discharge.

10. GENERAL LIABILITY FOR DAMAGES

10.1 The Company will undertake to use reasonable care and diligence in order to prevent and avoid disruptions in service, but it cannot and does not guarantee that such will not occur. In the event that such disruption does occur, damages are limited to the prorated rate charge associated with the disruption.

10.2 The Company shall in no event be liable for any loss or damage caused by reason of any break, leak, or other defect in customer's own service, line, grinder pump fixtures, or other installations.

10.3 The Company shall not be required to assume ownership, control, or maintenance responsibility for any mains or other pipes which were not installed by it, inspected by it, or which are not built to the Company's specifications.

11. Schedule of Rates Applicable to Lehman Pike (C)Metered RatesCustomer Charges:

Applicable to All Customers:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$9.45	\$ 28.35
3/4"	9.45	28.35
1"	15.75	47.25
1-1/2"	31.50	94.50
2"	50.40	151.20
3"	94.50	283.50
4"	157.50	472.50
6"	315.00	945.00

Residential Commodity Charge:

Per 1000 gallons of metered water usage \$2.69

Commercial Commodity Charge:

Per 1000 gallons of metered water usage \$2.96

Flat Rates

**Residential Flat Rate** of \$21.56 per month shall be billed to each unmetered customer. (C)

**Residential Availability Charge** of \$7.00 per month or \$21.00 per quarter shall be billed in arrears to each residential availability customer.

**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.

11.2 SCHEDULE OF RATES APPLICABLE TO BLUE MOUNTAIN LAKE (C)Customer Charges

All metered customers shall be subject to a monthly minimum charge, based on the size of the water meter required to render adequate service.

<u>Size of Meter</u>	<u>Monthly Charge</u>
5/8 inch	\$ 20.00
1 inch	20.00

Consumption Charges

The following rates shall apply per 100 gallons of water consumption.

	<u>Monthly</u>	
The First	2,667 gallons	minimum charge
Next	2,333 gallons	\$.175 per hundred
All over	5,000 gallons	\$.300 per hundred

11.3 SCHEDULE OF RATES APPLICABLE TO WINONA LAKES (C)

Flat Rates

**Usage Charge:** All lot owners with premises will pay a flat charge of \$27.33 per month.

**Availability Charge:** All lot owners without premises will pay a flat charge of \$15.00 per month.

Supplement No. 15 to Tariff

Wastewater PA P.U.C. No.4

Eleventh Revised Page 25

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Issued: September 27, 2006

Effective: September 28, 2006

PENNSYLVANIA-AMERICAN WATER COMPANY

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Issued: September 27, 2006

Effective: September 28, 2006

**PENNSYLVANIA-AMERICAN WATER**

**LEHMAN-PIKE WW**  
**SCOPE OF OPERATIONS**

**2009**

## LEHMAN PIKE (Saw Creek & Winona Lakes) – WASTEWATER

### Collection System Description

The wastewater collection system serves Saw Creek Estates, Mill Pond Townhomes, The Falls Townhomes, Winona Lakes (aka Stony Hollow Village), Timothy Lake North and Timothy Lake South Campgrounds, Magic Valley Property, Harry Lee Tract (aka Falling Creek Estates) and the Recreational Areas at the Pocono Renaissance Faire and Hugh Beaver. The collection system terminates at the wastewater treatment plant located along Winona Falls Road in Lehman Township.

The collection system currently provides service to approximately 3,198 full and part-time customers, many of which are highly seasonal (i.e. the Timothy Lake Campgrounds) and of nearly all of which are residential accounts (there are only approximately 9 commercial accounts). The PAWC owned collection system is entirely low pressure and currently consists of approximately 268,000' (~51 miles) of sewer force mains and 12 lift stations, and each customer owns and maintains their own E-One semi-positive displacement grinder pump system. The Timothy Lake Campgrounds maintain and operate their own gravity sewage collection lines and lift stations. However there is an aerated equalization basin (2 tanks piped in parallel) at the Timothy Lake North Campground site which is owned and operated by PAWC. This tank system equalizes the flow from the campground during periods of peak usage (July & August). These tanks are fitted with 6 submersible E-One grinder pumps that discharge from the equalization tanks into the Saw Creek collection system.

Within the Saw Creek collection system, sewage from the low pressure system is discharged into a series of lift stations and then conveyed to the wastewater treatment plant. The sewer mains range in age from just a few years to roughly 30 years old; and sizes range from 1.25" in cul-de-sacs to the 10" force main entering the plant. The majority of the pipe is SDR-26 or SDR-18 PVC. There are no manholes, only various sized clean-outs located at regular intervals along the force mains.

PAWC also owns and maintains 12 sewer lift stations and the Timothy Lake Equalization Tanks, which are all described below.

**Lift Station No. 1** – Located along Decker Road in Section 21 in front of Lot 266 and originally constructed in 1976; this station consists of one concrete wet-well with one 4" and one 3" inlet, and one 6" discharge main. The wet-well contains two submersible pumps and there is an adjacent valve-vault with check valves on the pump discharge lines. This station is capable of being bypassed during periods of normal flows as the new Lift Stations #2 & #6 are capable of handling the wastewater volume normally seen at Station #1.

**Lift Station No. 2** – Located along Decker Road in Section 22 in front of Lot 255 and

originally constructed in 1976; this station was rebuilt in 2006 with a new 11.5' deep concrete wet-well, one 6" inlet, one 4" inlet and one 6" outlet line; and a Smith & Loveless above-grade station equipped with two 25 hp vacuum-primed pumps.

**Lift Station No. 2a** – Located along Decker Road in Section 22 in front of Lot 262 and originally constructed in 1976; this station consists of a concrete wet-well with one 6" inlet and two Peabody-Barnes submersible pumps. There is also an adjacent valve vault with the two 4" discharge lines from the pumps, with check valves, which manifolds into one 6" discharge line.

**Lift Station No. 3** – Located at the intersection of Cherry and Decker Roads in Section 23 in front of Lot 186 and originally constructed in 1976; this station was rebuilt in 2006 with a new 13' deep concrete wet-well with one 6" inlet and one 6" outlet line; and a Smith & Loveless above grade station equipped with two 7.5 hp vacuum-primed pumps.

**Lift Station No. 4** – Formerly located at the intersection of Decker Road and Porter Drive in front of Lot 55 and originally constructed in 1976; this station was removed when the replacement/upgrades were completed to stations 2 & 3 in 2006. The upgrades to these stations allowed for the removal of this station.

**Lift Station No. 5** - Located along Decker Road in front of Lot 2394 (PAWC Office) and constructed in 1983; this station has two wet-wells (connected w/ a 12" pipe), one valve-vault, two 6" inlets (one to each wet-well) and one 6" outlet. This station was rebuilt in 2003; both wet-wells were re-lined with new corrosion liners and a new Smith & Loveless above grade lift station equipped with two 15 hp vacuum-primed pumps was installed. The existing valve vault was also rebuilt with new 6" force main and plug valve.

**Lift Station No. 6** - Located at the intersection of Decker and Regent Streets in Section 12 in front of Lot 733 and originally constructed in 1978; this station has one 13' deep wet-well with one 6" inlet and one 6" outlet. The entire station was rehabbed/rebuilt in 2003; the wet-well was re-lined with new corrosion liner and a new Smith & Loveless above grade lift station equipped with two 10 hp vacuum-primed pumps was installed. There is an existing vault adjacent to the wet-well with the 6" discharge line running through it, but it does not contain any valves. This station receives flow from the Top of the World Restaurant, therefore it needs to be regularly checked and cleaned of grease.

**Lift Station No. 6a** – Formerly located at along Mansfield Court in front of Lot 1543 and originally constructed in 1983; this station was removed when the replacement/upgrades were completed to Lift Station #11 in 2004. The upgrades to station #11 allowed for the removal of this station.

**Lift Station No. 6b** – Located at the end of the Ashley Court cul-de-sac in front of Lot 1570 and originally constructed in 1983; this station consists of two residential-style E-One grinder pump stations which were replaced with two new pump systems in 2009.

**Lift Station No. 8** - Located along Wellington Way, Section 27, in between Lots 2124 & 2125 and originally constructed in 1996; this station consists of a wet-well with two submersible pumps and an adjacent valve vault with check and gate valves on each of the two 4" pump discharge lines. These two 4" lines manifold together in the valve vault into one 4" discharge line.

**Lift Station No. 9** – Located at the intersection of Woodbridge Drive East and Falls Court in Section 12 in "The Falls" Area and originally constructed in 1983; this station has two wet-wells (connected w/ a 12" pipe), each 15' deep, one valve-vault, two 6" inlets (one to each wet-well) and one 6" outlet. This station was rebuilt in 2003; both wet-wells were re-lined with new corrosion liners and a new Smith & Loveless above grade lift station equipped with two 10 hp vacuum- primed pumps was installed. The existing valve vault was also rebuilt with new 6" force main and plug valve.

**Lift Station No. 10** – Formerly located at the intersection of Woodbridge Drive East and Churchill Drive, in front of Lot 1752 and originally constructed in 1986; this station was removed when the replacement/upgrades were completed to Lift Station #11 in 2004. The upgrades to Station #11 allowed for the removal of this station.

**Lift Station No. 11** – Located along Manchester Drive in Section 23 in front of Lot 186 and originally constructed in 1987; this station was replaced/rehabbed in 2004 with a new 14.5' deep concrete wet-well (the existing 14.5' wet-well was also rehabbed and put back in service) with one 6" inlet and one 8" to 10" outlet line; and a Smith & Loveless above grade station equipped with two 30 hp vacuum-primed pumps. Also, a Bay Products odor control unit was installed at this station in 2009 due to complaints by nearby residents.

**Lift Station No. 12** – Formerly located at the intersection of Manchester Drive and Winsford Way, Section 5, in front of Lot 1778 and originally constructed in 1987; this station was removed when the replacement/upgrades were completed to Lift Station #11 in 2004. The upgrades to Station #11 allowed for the removal of this station.

**Lift Station No. 13** - Located along Alford Court in front of Lot 3050 and originally constructed in 1989; this station consists of two residential-style E-One grinder pump stations which were replaced with two new E-One pump systems in 2009.

**Winona Lakes Lift Station** - Located at the intersection of Stony Hollow Drive and Stony Hollow Circle next to Lot 146 in Winona Lakes (aka Stony Hollow) subdivision. This station was originally constructed in 1976 and replaced in 2008 with a new 10' deep concrete wet-well with one 4" inlet and one 4" outlet line; and a Smith & Loveless above grade station equipped with two 20 hp vacuum-primed pumps.

**Timothy Lake EQ Tanks** – Located off of Scarborough Way between Timothy Lake Campground and Saw Creek and originally constructed in 1994; these tanks consist of two, manifolded together in-ground steel tanks. One tank has an approximate volume of

40,000 gallons and the other approximately 35,000 gallons. Both tanks are aerated and the larger tank has six E-One submersible pumps which discharge the wastewater into the Saw Creek collection system. The purpose of these tanks is to collect and equalize the flow from the non-PAWC owned Timothy Lake North Campground collection system, and then convey the wastewater, on a paced scale, into the PAWC owned Saw Creek collection system.

### **Wastewater Plant Description**

The plant is a sequencing batch reactor (SBR) – activated sludge treatment facility with post-treatment chlorine disinfection. The plant was originally constructed in 1976 and upgraded/expanded in 1987 and again in 1989 by the previous owners; and then completely improved and rehabilitated in 2008/2009 by PAWC. The existing process facilities consist of a 100,000 gallon aerated equalization tank, four (4) 100,000 gallon SBR tanks, two (2) 40,000 gallon aerated sludge digesters, (1) 40,000 gallon aerated sludge holding tank and (1) 40,000 gallon chlorine-contact/equalization tank. The treated wastewater effluent is discharged into Saw Creek and the sludge from the sludge holding tank is hauled off-site to an approved de-watering and disposal facility. The plant has a permitted (NPDES # PA-0060640) annual average flow rate of 0.750 MGD; however the current hydraulic capacity of the plant's facilities is only 0.532 MGD.

**PENNSYLVANIA AMERICAN WATER**

**BLUE MOUNTAIN LAKE WASTEWATER SYSTEM**  
**SCOPE OF OPERATIONS**

**2009**

## **Blue Mountain Lake Wastewater Collection System**

The Blue Mountain Lake Wastewater System serves customers in Stroud Township and Smithfield Township in Monroe County, Pennsylvania. There are five separate tracts of land representing 5 separate residential developments at various stages of construction that comprise the service area of the Blue Mountain Lake Wastewater System. Each tract of land and the corresponding residential development is described as follows:

### Tract 1

Tract 1, Blue Mountain Lake Estates is the original development and contains the majority of the existing connections. This 575.969 acre development was constructed between 1990 and 2004 and is primarily comprised of single family residential homes. The development is nearly 100% built-out; currently 609 of the proposed 635 wastewater connections are active.

### Tract 2

Tract 2, Cornerstone Conservancy, was completed in 2007 by LTS Builders. This 89.18 acre development was originally named Stoneybrook Manor and consists entirely of single family residential homes. Currently, 29 of the proposed 79 wastewater connections from this development are active.

### Tract 3

Tract 3, Cornerstone Village, is owned by LTS Builders. This 11.525 acre parcel is currently in the planning stage and was formerly named Stoneybrook Commons. The most recent concept plan for this development is to construct a 140 unit townhouse community within the 5 – 15 year timeframe.

### Tract 4

Tract 4, Mountain Hollow, is currently under construction by C&M Homebuilders. This 53.725 acre development proposes to construct a 139 unit townhouse development. The majority of the wastewater infrastructure for this development was constructed in 2009, however it has yet to be turned over to PAW. Currently, there are two 5-unit (10 total units) townhouse buildings under construction.

### Tract 5

Tract 5, Mountain View, was constructed in 2004 and 2005 by C&M Homebuilders. This 93.99 acre development is nearly 100% built out and consists entirely of single family residential homes. Currently, 72 of the proposed 76 wastewater connections from this development are active.

The Blue Mountain Lake wastewater collection system consists entirely of low-pressure sewers serving approximately 713 existing customers. The wastewater is conveyed through the system by semi-positive displacement grinder pumps that are owned and maintained by the individual customers. The system contains approximately 67,825' of

low pressure sewer mains ranging in age from 1 to nearly 20 years. Most of the pipe installed is PVC with sizes ranging from 2-inch to 6-inch.

Wastewater from the customers within the Blue Mountain Lake Estates and Mountain View developments is discharged directly to the wastewater treatment plant through a single 6" low pressure force main. Wastewater from the existing customers within the Cornerstone Conservancy Development discharges directly to the wastewater plant through a separate 6" low pressure force main.

Collection system infrastructure is currently under construction and nearly complete within the Mountain Hollow development. This construction is being completed by the developer, C & M Homebuilders, with PAW oversight and will serve the proposed 139 unit townhouse development. Once completed and tested, PAW will assume ownership of this portion of the system. The infrastructure for this development includes a new lift station that will collect the wastewater from each of the units in this development and pump it through a 6" force main to the wastewater treatment plant. This lift station and force main has been permitted by DEP under Water Quality Management Part II Permit #4508406.

### **Blue Mountain Lake Wastewater Treatment Plant**

#### **Treatment Plant Site**

The existing Blue Mountain Lake wastewater treatment plant is situated on a 2.44 acre exclusive utility easement with a non-exclusive access easement off of Brushy Mountain Road. The exclusive treatment plant easement is part of a larger parcel designated as Commons Lands of Blue Mountain Lake. The Common Lands parcel includes a "maintenance area" for maintenance buildings, utilities, and drainage facilities for Blue Mountain Lake Estates. While the exclusive utility easement is surrounded by this larger parcel, there are residential homes within close proximity to the treatment plant and the Cornerstone Village townhouse development is proposed immediately to the South of the treatment plant.

#### **Treatment System Description**

The treatment plant is a rotating biological contactor (RBC) fixed-film growth secondary treatment plant with effluent filtration and ultraviolet disinfection. The original treatment plant was constructed in the early 1990's by the developer of Blue Mountain Lake Estates. The major components of the original wastewater treatment plant, including the rotating biological contactors and rapid sand filter, were purchased used from an industrial site in Wappinger's Falls, NY. The equipment was reportedly in service for several years in the early 1980's prior to being decommissioned and eventually sold to Blue Mountain Lake. The plant was upgraded in 2004 prior to the PAWC acquisition. The 2004 upgrade included the addition of capacity to the primary and secondary clarifiers and the addition of the existing equalization tank and sludge digesters. This upgrade project increased the plant's capacity from 75,000 gpd to 135,000 gpd which represents the present day facility. The existing process train consists of an aerated flow

equalization tank, hopper bottom primary clarifiers, three rotating biological contactors in series, hopper bottom secondary clarifiers, a three cell effluent rapid sand filter, an ultraviolet disinfection unit (with chlorine backup), and a post aeration tank. Waste sludge from the primary and secondary clarifiers is conveyed to an aerobic digester. A process flow diagram of the treatment process is attached. The plant's effluent limitations are established by NPDES permit #0062464 which was issued on December 1, 2006 and expires on November 30, 2011.

### Blue Mountain Lake Wastewater Treatment Plant Process Flow Diagram

