



The York Water Company

February 12, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Dear Secretary Chiavetta:

In accordance with the Commission Order at Dockets U-2013-2394182 and A-2013-2394181, The York Water Company is hereby notifying you of its closing with the East Prospect Borough Authority, on February 7, 2014, for the purchase of assets and provision of wastewater services in East Prospect Borough and Lower Windsor Township, York County. The York Water Company began to provide wastewater services to the customers of the East Prospect Borough Authority on February 8, 2014. If anything else is needed prior to the issuance of the Certificates of Public Convenience, please let me know.

Attached hereto, is York Water Company's Tariff Supplement No. 3 to Wastewater - PA PUC No. 1, modifying the Company's original wastewater tariff and adding the rate schedule for the East Prospect Borough and Lower Windsor Township areas. An original cost study will be filed with the Commission as soon as it has been completed, but in no event more than 90 days after settlement, or May 8, 2014.

Sincerely,

Kathleen M. Miller
Chief Financial Officer

Enclosure

cc: Tariff Section, PUC
Office of Consumer Advocate
Office of Small Business Advocate
Michael W. Hassell, Esq. Post & Schell, PC (2)

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THE YORK WATER COMPANY

RATES, RULES AND REGULATIONS GOVERNING

THE PROVISION OF WASTEWATER COLLECTION, TREATMENT

AND/OR DISPOSAL SERVICE TO THE PUBLIC IN

ASBURY POINTE RESIDENTIAL SUBDIVISION IN

EAST MANCHESTER TOWNSHIP, YORK COUNTY, PENNSYLVANIA

AND

EAST PROSPECT BOROUGH AND LOWER WINDSOR TOWNSHIP, YORK COUNTY,

PENNSYLVANIA



NOTICE

ISSUED: February 12, 2014

EFFECTIVE: February 8, 2014

By: Jeffrey R. Hines
President and CEO
130 East Market Street
York, Pennsylvania

The York Water Company
York, Pennsylvania

Supplement No. 3
To
Wastewater – PA P.U.C. No. 1
Second Revised Page No. 2
Canceling
First Revised Page No. 2

LIST OF CHANGES

Establish initial tariff rates for East Prospect Borough and Lower Windsor Area.

TABLE OF CONTENTS

Title Page	Supplement No.3	(C)
List of Changes	2 Second Revised	(C)
Table of Contents	3 First Revised	(C)
Part I		
Schedule of Rates and Charges	4 First Revised	(C)
Schedule of Miscellaneous Fees and Charges	5 First Revised	(C)
State Tax Adjustment Surcharge	6 Original	(C)
Part II		
Definitions	7 Original	
Part III		
Rules and Regulations	11 Original	
Section A — Applications for Service	11 Original	
Section B — Construction and Maintenance of Facilities	11 Original	
Section C — Discontinuance, Termination and Restoration of Service	13 Original	
Section D — Billing and Collection	14 Original	
Section E — Deposits	15 Original	
Section F — Wastewater Control Regulations	16 Original	
Section G — Line Extensions	20 Original	
Section H — Service Continuity	23 Original	
Section I — Waivers	24 Original	
Section J — Amendment of Commission Regulations	24 Original	
Section K — Industrial & Commercial Service Limitations	24 Original	
Section L — Privilege to Investigate/Rights of Access	25 Original	

(C) Indicates Change

PART I: SCHEDULE OF RATES AND CHARGES

Asbury Pointe Area

A flat rate of \$40.00 per month per equivalent dwelling unit.

East Prospect and Lower Windsor Area

(C)

A metered rate (based on water consumption) as follows:

	<u>Per Month</u>	<u>Rate.</u>
East Prospect and Lower Windsor area	1st 4,000 Gals	\$50.00
Over	4,000 Gals.	\$2.00 per 1,000 gals.

(C) Indicates Change

PART I: SCHEDULE OF MISCELLANEOUS FEES AND CHARGES

1. Service Lateral Inspection Fee: A \$100 inspection fee will be charged for the Company's time (C) involved in the inspection of a newly installed service lateral tie-in to the Company's wastewater system.
2. Service Reconnection and Discontinuance Fee: 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 identical to the fees described in York Water Company's water tariff. For non-regularly scheduled working hours, the fee is equivalent to the estimated cost for any employee, material, equipment, and vehicle usage 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.
3. Return Check Charges: The Customer will be responsible for the payment of a \$20 charge for each time a check presented to the Company for payment on that Customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the Customer by the bank. A single Return Check Charge will apply if the dishonored check was for payment of both water and wastewater charges of the Company.

(C) Indicates Change

The York Water Company

York, Pennsylvania

Supplement No. 3

To

Wastewater – PA P.U.C. No. 1

Original page No. 6

PART I: STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff, a surcharge of (0.00%) will apply to all charges for service rendered on or after February 8, 2014.

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

- a. Whenever any of the tax rates used in the calculation of the surcharge are changed; and
- b. Whenever the utility makes effective any increased or decreased rates.

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

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. Annual Line Extension Cost: The sum of the Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
2. 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 average annual usage of Customers similar in nature and size to the bona fide service applicant.
3. 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.
4. 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.
5. Bona Fide Service Applicant: 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 a secondary residence;
 - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - (c) the applicant is requesting special utility service, as defined later in this section.
6. Capacity Reservation fee: A fee charged by the Company for the allocation of capacity on a per EDU basis, as described in Part 1.
7. Commission: The Pennsylvania Public Utility Commission.
8. Company: The York Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
9. Company Lateral: The wastewater line from the collection facilities of the Company which connects to the Customer Lateral at the hypothetical or actual curb line or the actual property line.

10. 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.
11. Customer Lateral: The wastewater line extending from the end of the Company Lateral or connection to the point of connection at the Customer's premise.
12. 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 for the Company or that of a comparable jurisdictional wastewater utility.
13. 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 the Company or that of a comparable jurisdictional wastewater utility.
14. 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.
15. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family.
16. Equivalent Dwelling Units (EDUs): 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 350 gallons per day. 350 gallons per day is a typical estimated maximum daily wastewater flow from a single family unit.
17. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
18. 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.
19. Grinder Pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
20. Industrial/Commercial Wastes: Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from residential wastewater and does not meet the requirements of Section F.

21. Industrial/Commercial Waste Permit: A wastewater permit issued by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
22. 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.
23. Line Extension: An addition to the Company's main line which is necessary to serve the premises of a Customer.
24. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way, which is used in transporting wastewater.
25. Meter: Any device supplied by the Company, except as approved by the Commission, for the purpose of measuring water or wastewater consumption.
26. Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or development, or multi-tenant apartment building, or to any Customer who purchases wastewater service from the Company for the purpose of resale.
27. Operating and Maintenance Costs (for line extension purposes): 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.
29. 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.
29. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric, natural gas or wastewater collection, treatment, or disposal for the public for compensation.
30. Residential Service: Wastewater service supplied to an individual single-family residential dwelling unit.
31. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), Susquehanna River Basin Commission (SRBC), and Interstate Commission of the Potomac River Basin (ICPRB), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
32. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface and ground water.

33. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes as defined in Section F.
34. Storm Sewer: A sewer which receives discharge from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
35. 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.
36. 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.
37. Toxic Substances: Any substances whether 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.
38. 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.
39. Wastewater: A combination of the water-carried wastes from dwellings, commercial facilities, industrial facilities, and institutions, together with such ground, surface, and storm water as may be present in sanitary sewers, 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.

Nonresidential 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 by the Company.

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. **Application Forms:** Application forms can be obtained at the Company's local business office, presently located at 130 East Market Street, York, Pennsylvania 17401.
5. **Temporary Service:** In the case of temporary service for less than a 12-month period, or for a longer period if the Customer's intent is to remove the temporary lateral upon completion of a project, 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 Lateral:** The Customer Lateral shall be furnished, installed, maintained and/or replaced, when necessary in accordance with the Company's specifications, by and at the sole expense of the Customer. The Company reserves the right to determine the size, kind, location, and depth of Customer Laterals. The Customer, at their sole cost, shall have the Customer 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 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 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 Lateral or any pipe or fixtures in or upon the Customer's premises must be repaired immediately by the Customer. Failure to make necessary repairs may result in termination of service, pursuant to Section C.
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, maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company.
5. Right to Reject: The Company may refuse to connect with any Customer 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 Laterals: Except as otherwise expressly authorized by the Company, each individual Customer shall be served only through a separate Lateral connected directly to the Company lateral, and that Customer lateral shall not cross over the property of or serve any other Customer or premise. The maximum service lateral length shall be two hundred and fifty (250) feet from the point of connections, with clean-outs every fifty (50) feet. The Company shall have the right to waive this maximum length requirement at its sole discretion. The Company's collection main, and that Lateral, shall not serve any other Customer or premise. No additional attachment may be made to any Customer's 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 only be accessible to the Company and under its control. The Company will furnish, install and maintain all Laterals from the main to the curb 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 cease to use wastewater service without the prior written 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: In order to terminate wastewater service, the Company can, at its discretion, install a shut off valve on the Company's wastewater or water service 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. 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 service that contains material misrepresentations;
 - (b) failure to repair leaks in sewer laterals, pipes or fixtures;
 - (c) tampering with any Lateral, curb connection, or installing or maintaining any unauthorized connection;
 - (d) theft of 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 it has ordered an existing violation on the property to be corrected and that such order has not been complied with;

- (h) material violation of any provisions of this tariff;
 - (i) failure to properly install and maintain a grinder pump, including its replacement when improperly functioning as solely determined by the Company; or
 - (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 the disconnect to occur in less than ten (10) days if, in the Company's sole discretion, the discharge creates a safety, health, or environmental issue. The Company may require a plumber's sworn statement or certificate as evidence that the connection has been discontinued.
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 charge 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 and 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. For combined water/wastewater customers, any partial remittance will be applied to the water bill first and any remaining remittance will be applied to the wastewater bill.
6. Return Check Charges: The Customer will be responsible for the payment of a 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.

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 amounts 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 of water/wastewater service within the prior twelve (12) months or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period for water/wastewater plus the estimated bill for one (1) additional month's service.
- (b) **Existing Customers** – If a Customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the Customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing Customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (c) **Deposit Refunds and Interest** – A deposit will be refunded if service is discontinued and the final bill is paid or if the Customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential Customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.

2. Nonresidential Customers:

- (a) **New Applicants** – A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) **Existing Customers** – Deposit requirements for existing nonresidential Customers shall be as established for residential Customers in Rule 1 of this Section.

- (c) Deposit Refunds and Interest – A deposit will be refunded if the Customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

Section F – Wastewater Control Regulations

1. General:

- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial processed water or other sources shall be admitted to the Company Sanitary Sewer.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded biodegradable garbage may be discharged into the sewer system with no particle greater than one-half inch in dimension unless expressly authorized by the Company.

2. 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 with written consent from the Company, no person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:

- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
- (b) Wastes having a temperature in excess of 120 degrees F or less than 32 degrees F that enters the Sanitary Sewer, or Wastes entering the treatment 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 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 of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00 mg/l
Cyanides as CN	0.00
Cyanates as CNO	0.00
Suspended Solids	300.00
Chlorine demand	25.00
C.B.O.D. (5 day)	300.00
Iron as Fe	3.00
Trivalent Chromium as CR plus three	.05
Hexavalent Chromium as CR plus six	.05
Nickel as Ni	.05
Copper as Cu	.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.
- (k) Wastes containing more than 10 mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation. Such toxic wastes shall include, but not be limited to, wastes containing cyanide, chromium and/or copper ions.
- (m) Any waste containing toxic substances in quantities sufficient to interfere with the biochemical 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.
- (n) Any waste containing radioactive isotopes.

- (o) Wastes containing any substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.
- (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.

3. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest DEP and EPA approved edition of "Standard Methods for the Examination of Water and Wastewater" under Act 252 as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as "Methods for Chemical Analysis of Water and Wastes," U.S.E.P.A. 1974 or its updated version.
- (b) All measurements, tests, inspections and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, tests, inspections and/or analyses determine that a Customer has created a situation which is in violation of any statute, ordinance, rule or regulation then the Customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees 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.2 entitled "Customer Limitations." 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 applicant's 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 single 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 weekends and nights, when industrial operations are at a minimum, are properly considered in arriving at quarterly averages.
4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a Customer or a Customer's representative, such damage shall be immediately reported to the Company and Customer shall reimburse Company for the costs of identifying, testing, and making such repairs as may be required by Company. 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. 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 may 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:

$$X = [AR - OM] \text{ divided by } [I + D]; \text{ and}$$
$$AR = \text{the Company's annual revenue}$$
$$OM = \text{the Company's operating and maintenance costs}$$
$$I = \text{the Company's current debt ratio multiplied by the Company's weighted long-term debt cost rate}$$
$$D = \text{the Company's current depreciation accrual rate}$$
2. Upgrade/Extension of Service for Non-Bona Fide Service Applicant: Whenever an applicant other than a bona fide service applicant requests the Company to extend its system to serve such property, and the property is within the Company's service area, and the Company has capacity to serve, the Company shall agree to extend its service upon applicant's execution of a Main Extension Agreement and applicant's payment of a Customer Advance in an amount as determined below. A Master Agreement may be executed for extensions that are to be made in phases over a period of time, with execution of a separate Agreement and payment of a separate Customer Advance for each phase.

In addition, if service to the applicant requires the use of facilities that were financed by a previous Customer Advance, which has not been fully refunded, the Company, in its discretion, may require the applicant to deposit an additional amount as a Customer Advance to finance a reasonable portion of such previously constructed facilities. Any additional amount so advanced shall be paid, as a refund, to the other applicant that previously financed such facilities.

The amount of the Customer Advance to be deposited with the Company shall be an amount in cash equal to the estimated cost of the extension, including the estimated cost of mains, manholes, pump stations, treatment facilities, and of other facilities which the Company has determined to be required to render adequate service. Provided, however, that unless otherwise specified in the Main

Extension Agreement, deposits made for additional facilities other than the main extension, such as booster pumps, storage tanks and the like, are Contributions in Aid of Construction which will not be subject to refund under this Rule.

Upon completion of the installation, the Company shall provide applicant with a statement of the actual costs of construction. If the actual cost of construction is less than the estimated construction cost deposited with the Company, the Company shall return to applicant such difference. If the actual cost of construction is greater than the estimated cost of construction deposited with the Company, then applicant shall make an additional deposit equal to such difference. Waste water service to the project may be refused, or discontinued subject to the Commission's regulations, for failure to make such additional deposit. Interest will not be paid on Customer Advances.

- (a) Refunds of Customer Advances: Refunds of Customer Advances will be paid to the applicant during the ten (10) year period beginning with the date of the Agreement. For developments that are to be completed in phases under a Master Agreement, refunds may be paid until ten (10) years after the date of the Main Extension Agreement for the final phase. A Per-Customer Refund Amount shall be paid for each additional permanent Customer for whom a company service main shall be directly attached to applicant's Main Extension, except that no refund will be paid with respect to the attachment of the applicant if the applicant is a bona fide service applicant. The amount of the Per-Customer Refund shall be determined as follows:
1. For attachments made during the first three years following the date of the Agreement, the refunds will be equal to two (2) times the first year's annual revenue received from each additional customer.
 2. For attachments made during the fourth and subsequent years following the date of the Agreement, the refund will be equal to the first year's annual revenue received from each additional customer.
 3. Provided, however, that the total amount refunded shall not exceed the actual amount of the Customer Advance, excluding any additional percentage amount related to income taxes that was charged to the applicant. Provided, further, that any additional percentage amount related to income taxes that was charged to the applicant after June 12, 1996 will be refunded immediately. Interest will not be paid on Refunds. All or any part of the Customer Advance not refunded within such 10-year period shall be considered a Contribution in Aid of Construction to the Company.
- (b) Alternative Arrangements Permitted: The Company, in its discretion, and with the agreement of the applicant, may enter into a Main Extension Agreement with alternative terms and conditions for funding of extensions if the Company concludes that the extension will provide a reasonable return or otherwise is in the long term interest of its customers.
- (c) Rules Not to Apply to System Improvements: The foregoing provisions shall not be construed to apply to an extension, or portion thereof, undertaken for general system improvement or to connect any other wastewater company or municipally-owned system acquired by the Company to the Company's distribution system.

(d) Taxes on Deposits for Construction & Customer Advances: The Company will pay income taxes on any deposit, Customer Advance, Contribution in Aid of Construction or other like amounts received from an applicant which shall constitute taxable income as defined by the Internal Revenue Service. Such income taxes shall be segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a deposit or advance will not be charged to the specific depositor of capital.

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

- (a) For companies with gross annual receipts of \$10 million or more: When a Customer advance is required from a bona fide service applicant for service and the bona fide applicant is unable to advance the entire amount due, the Company shall either:
- (i) Allow the applicant to pay the advance plus the financing costs equal to the Company's weighted cost of long-term debt, over a period of not less than three years; or
 - (ii) Provide information to the bona fide service applicant on financial institutions that may offer financing to the applicant for the main extension.
- (b) When a Customer advance is required of a service applicant and an additional Customer or Customers attach Laterals to the line extension within ten (10) years, the Company shall refund a portion of the advance to the original service applicant. Deposits made for additional facilities other than the line extension are contributions in aid of construction and need not be refunded.
- (c) 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 G, Rule 1, Subsection (c) of this tariff.
- (d) The Company shall require a Customer to pay, in advance, a reasonable charge for Laterals and equipment installed on private property for the exclusive use of the Customer.
- (e) Special utility service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section G, Rule 1, (a) through (c) of this tariff do 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.

- (f) If a developer or applicant proposes to construct a multi-EDU residential, commercial, or industrial development and sewer capacity is not available, as determined by the Company of their pipes, manholes, pump stations, treatment plant, or permits, the developer or applicant is required to enter into a Facilities and Extension Deposit Agreement to make the necessary contribution to increase the sewer capacity as described in this section of the tariff.
4. Requirement for Facilities and Extension Deposit Agreement: Where construction of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of a Facilities and 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 Facilities and Extension Deposit Agreement. Customer shall contribute all facilities required for the Company to directly connect the Customer to the Sanitary Sewer. This includes any increase in capacity required for the wastewater treatment plant, additional pumping stations, vaults, manholes, mains or any other apparatuses where applicable which are required to provide service to the applicant. The Company shall have the right to locate the facilities as required to meet the long term system needs of its Customers.
5. 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 Facilities and 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 Facilities and Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.
6. 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 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 Laterals that extend at right angles from the curb line in a straight line to the premises to be served.
7. 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 Service 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.

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 breaks, interruptions, fluctuations, leaks, backups, and blockages 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 repairs as a result of damage done by sewage escaping from a blockage of the Customer's service lateral or any other pipe or fixture, or from any other cause occurring to any premise or within any house or building.
- (c) When the Company incurs costs and the blockage or defect is determined to be on the Customer's service lateral, the Company may request reimbursement and the Customer is responsible to reimburse the Company for associated costs.

Section I – Waivers

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

Section J – Amendment of Commission Regulations

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

Section K – Industrial and Commercial Service Limitations

- 1. **Pretreatment:** All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of the waste discharge by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.

2. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:
- the existing wastewater treatment plant is unable to satisfactorily treat;
 - is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant;
 - is more costly to treat than typical domestic wastewater; or,
 - requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic wastewater,

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

3. Company Limitations: *The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.*
4. Specific Dangers: In general, any waste will be considered harmful to the Company wastewater system 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, pursuant to Section C of this tariff, if any of these specific dangers, or other dangers identified by the Company as being harmful to its system, are caused by the Customer.

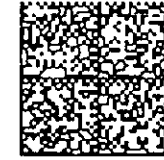
Section L – Privilege to Investigate/Right of Access

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.



The York Water Company

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