

UNITED WATER PENNSYLVANIA INC.

Supplement No. 42 to:
Water – Pa. P.U.C. No. 7

UNITED WATER PENNSYLVANIA INC.

Harrisburg, Pennsylvania,

Rates, Rules and Regulations

Governing the Distribution of Water in

(See Page 5 for Territories Served)

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BY: John Hollenbach
4211 East Park Circle
Harrisburg, PA 17111

LIST OF CHANGES MADE BY THIS SUPPLEMENT

(I)

Index, Page 3 - Reflects changes for revisions per this supplement
Index, Page 3A - Reflects changes for revisions per this supplement
Schedule of Metered Rates, Page 6, 6A, 6B, 6C – Reflects rate increase in this case and eliminates quarterly rates
Schedule of Metered Rates, Page 7, 8, 9, 10, – Reflects rate increase in this case and eliminates quarterly rates. Additionally reflects changes in terms of conditions and applicability.
Schedule of Miscellaneous Fees and Charges, Page 12 – Reflects increase for Return Check Charge
Schedule of Miscellaneous Fees and Charges, Page 13 – Reflects change for terms of payment
Schedule of Miscellaneous Fees and Charges, Page 14 – Reflects change for terms of payment
Definitions, Page 17 – Changes in customer (d)
Definitions, Page 19 – Added definition for Meter Pit and Meter Vault
Definitions, Page 20 – Changes in Private Fire
Rules and Regulation, Page 21 – Changes in Provision B and E
Rules and Regulation, Page 22 – Changes in Provision G and H
Water Main Extension Agreement, Page 30 – Changes to Section First and First (1)
Water Main Extension Agreement, Page 30 – Changes to Section Eight
Service Connection, Page 41 – Change to Item 10
Meters, Page 42 – Change to Item 13 and 15
Meter Setting, Page 44 – Change to Item 22 and 23
Discontinuance of Service, Page 46 Change to Item 3
Customer Deposits, Page 49 – Change to Item 35
Temporary Service, Page 51 – Change to Item 37 and 38
Miscellaneous, Page 55 – Change to Item 47
Customer Notice, Page 62 – Change in definition

- (A) Indicates an Addition
- (I) Indicates an Increase
- (D) Indicates a Decrease
- (C) Indicates a Change

INDEX

Title Page	Supplement No. 42	(C)
List of Changes Made by this Tariff	Page 2	(C)
Index	Page 3	(C)
Index (cont'd.)	Page 3A	(C)
Surcharge	Page 4	(C)
Territories Served	Page 5	(C)
Schedule of Rates		(C)
Meter Rates - Residential	Page 6	(C)
Meter Rates – Commercial and Commercial Residence/Apartments	Page 6A	(C)
Meter Rates - Industrial Service	Page 6B	(C)
Meter Rates – Public Authority	Page 6C	(C)
Meter Rates - Large Industrial Customers	Page 7	(C)
Rates for Public Fire Hydrant Service	Page 8	(C)
Rates for Private Fire Hydrant Service	Page 9	(C)
Rates for Private Fire Sprinkler and Hose Service	Page 10	(C)
BLANK	Page 11	(C)
Miscellaneous Fees and Charges	Page 12	(C)
Miscellaneous Fees and Charges (Cont'd.)	Page 13	(C)
Miscellaneous Fees and Charges (Cont'd.)	Page 14	(C)
Industrial Economical Rate	Page 15	(C)

INDEX (cont'd.)

Rules and Regulations Index	Page 16	(C)
Rules and Regulations	Page 17	(C)
	Page 18	(C)
	Page 19	(C)
	Page 20	(C)
	Page 21	(C)
	Page 22	(C)
	Pages 23 - 26	(C)
	Pages 27 - 28	(C)
	Page 29 - 31	(C)
	Revised Page 32	(C)
	Page 33 - 41	(C)
	Page 42	(C)
	Page 43	(C)
	Page 44 – 48	(C)
	Pages 49 - 51	(C)
	Page 52 - 53	(C)
	Pages 54 - 56	(C)
Water Conservation Contingency Plan	Page 57 - 58	(C)
Distribution Systems Improvement Charge	Page 59 - 60	(C)
Distribution Systems Improvement Charge	Page 61	(C)
Distribution Systems Improvement Charge	Page 62	(C)
Distribution Systems Improvement Charge	Page 63	(C)

SCHEDULE OF METER RATES

Application:

To all residential customers residing in all territories served by United Water Pennsylvania.

Volume Charges:

All consumption at \$8.0525 per 100 gallons (I)

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>	
5/8"	\$15.00	(I) (C)
		(C)
3/4"	15.00	(I) (C)
1"	31.10	(I) (C)
1 1/2"	62.20	(I) (C)
2"	106.50	(I) (C)
3"	199.80	(I) (C)
4"	333.00	(I) (C)
6"	666.00	(I) (C)
8"	1,065.70	(I) (C)
10"	1,531.90	(I) (C)

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial, industrial, sales for resale, public fire and private fire customers. All municipal accounts are entitled to a (30) day period from the due date of any bill within which it may pay for water service. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually.

UNITED WATER PENNSYLVANIA INC.

SCHEDULE OF METER RATES**Application:**

To all commercial and commercial residence/apartments customers residing in all territories served by United Water Pennsylvania.

Volume Charges:

	<u>Per Month</u>	<u>Rate Per</u> <u>100 Gallons</u>	
First	25,000 Gallons	8.0525	(I)
Over	25,000 Gallons	5.9350	(I)

Customer Service Charges:

<u>Meter</u> <u>Size</u>	<u>Per Month</u>	
5/8"	\$15.00	(I) (C)
3/4"	15.00	(I) (C)
1"	31.10	(I) (C)
1 1/2"	62.20	(I) (C)
2"	106.50	(I) (C)
3"	199.80	(I) (C)
4"	333.00	(I) (C)
6"	666.00	(I) (C)
8"	1,065.70	(I) (C)
10"	1,531.90	(I) (C)

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial, industrial, sales for resale, public fire and private fire customers. All municipal accounts are entitled to a (30) day period from the due date of any bill within which it may pay for water service. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually.

SCHEDULE OF METER RATES

Application:

To all regular industrial customers residing in all territories served by United Water Pennsylvania.

Volume Charges:

	<u>Per Month</u>	<u>Rate Per</u> <u>100 Gallons</u>	
First	25,000 Gallons	8.0525	(I)
Over	25,000 Gallons	6.6680	(I)

Customer Service Charges:

<u>Meter</u> <u>Size</u>	<u>Per Month</u>	
5/8"	\$15.00	(I) (C)
3/4"	15.00	(I) (C)
1"	31.10	(I) (C)
1 1/2"	62.20	(I) (C)
2"	106.50	(I) (C)
3"	199.80	(I) (C)
4"	333.00	(I) (C)
6"	666.00	(I) (C)
8"	1,065.70	(I) (C)
10"	1,531.90	(I) (C)

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial, industrial, sales for resale, public fire and private fire customers. All municipal accounts are entitled to a (30) day period from the due date of any bill within which it may pay for water service. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually.

SCHEDULE OF METER RATES

Application:

To all public authority customers residing in all territories served by United Water Pennsylvania.

Volume Charges:

	<u>Per Month</u>	<u>Rate Per</u> <u>100 Gallons</u>	
First	25,000 Gallons	8.0525	(I)
Over	25,000 Gallons	6.4140	(I)

Customer Service Charges:

<u>Meter Size</u>	<u>Per Month</u>	
5/8"	\$15.00	(I) (C)
3/4"	15.00	(I) (C)
1"	31.10	(I) (C)
1 1/2"	62.20	(I) (C)
2"	106.50	(I) (C)
3"	199.80	(I) (C)
4"	333.00	(I) (C)
6"	666.00	(I) (C)
8"	1,065.70	(I) (C)
10"	1,531.90	(I) (C)

Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment:

All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial, industrial, sales for resale, public fire and private fire customers. All municipal accounts are entitled to a (30) day period from the due date of any bill within which it may pay for water service. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually.

SCHEDULE OF METER RATES

Application:

To all large industrial customers.

Large Industrial Tariff – To be eligible for this rate a customer must use 7 million gallons or greater for each month in the preceding 12 month period. If after a customer is eligible, that customer falls below 7 million gallons in a month, they then must re-establish the 7 million gallons per month for a 12 month period. If a customer is not eligible for this tariff rate, they will be billed at the regular industrial rate on Page 6B. (C)

<u>Service Charge</u>	<u>Per Month</u>	
3"	\$ 199.80	(I)
4"	333.00	(I)
6"	666.00	(I)

Consumption Charge

All Usage per 100 gallons.	\$3.9710	(I)
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Conditions of Contract:

The rate will consist of the total of (A) the Volume Charge and (B) the Customer Service charge. The volume charge is based on all metered water for the billing period.

Terms of Payment: All bills shall be rendered monthly. Bills rendered will show a due date of twenty (20) days after the date the bill is mailed for residential customers and fifteen (15) days after the date the bill is mailed for commercial, industrial, sales for resale, public fire and private fire customers. All municipal accounts are entitled to a (30) day period from the due date of any bill within which it may pay for water service. Payment received by the Company more than five (5) days after the due date will be charged a penalty of 1.50%, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event shall the penalty charged exceed 18% annually. (A)

Rates for Public Fire Hydrant Service

Application:

To all political subdivisions.

Rates:

For fire hydrant installed and maintained by the Company at its expense.

		<u>Per Month</u>	
(Harrisburg)	Each fire hydrant	\$24.17	(C)
(Dallas)	Each fire hydrant	\$18.33	(I) (C)
(Mechanicsburg)	Each fire hydrant	\$25.83	(C)
(Bloomsburg)	Each fire hydrant	\$18.33	(C)

Conditions:

Water from fire hydrants is intended to be used for fighting fires. Any water used for purposes other than fighting fires shall be billed at the Residential rate on Page 6. (C)

Water used from fire hydrants for other than fighting fires should be based on meter readings where possible. If a meter cannot be used, the Company will estimate the usage.

Rates for Private Fire Hydrant Service

Application:

To all customers having private fire hydrant installations.

Rates:

For a lateral connection from the main in a private easement to a hydrant valve at the curb, easement boundary or property line to serve a fire hydrant installed and maintained by the customer at his expense: (C)

Each fire hydrant (C)

	<u>Per Month</u>	
Each fire hydrant	\$39.66	(I) (C)

Conditions of Contract:

The Company reserves the right to meter any fire line where evidence indicates that water is being taken from the line for purposes other than fire fighting, and such metered service shall then be billed in accordance with the regular Schedule of Meter Rates in addition to the above rates, with proper allowance for water consumed in fire fighting.

Rates for Private Fire Sprinkler and Hose Service

Application:

To all customers having a separate fire sprinkler system and/or inside hose connection for fire fighting purposes.

Rates:

For fire service through a separate fire service line.

	<u>Per Month</u>	
For each 2" service line(or smaller)	\$ 18.73	(I) (C)
For each 3" service line	50.50	(I) (C)
For each 4" service line	64.78	(I) (C)
For each 6" service line	107.68	(I) (C)
For each 8" service line	160.51	(I) (C)
For each 10" service line	229.82	(I) (C)
For each 12" service line	318.88	(I) (C)
For each 14" service line	585.79	(I) (C)

There will be no additional charge for sprinkler heads, or hose connections, supplied from the service line. There shall be no additional charge for hydrants installed on a private fire sprinkler line

Conditions of Contract:

All new fire services will be metered by a meter approved by the Company. The Company reserves the right to determine the location of the meter/meter vault. All piping appurtenances and the vault will be at the sole cost of the customer and be maintained by the customer. (C)

All new fire services shall be equipped with a backflow preventer device. The Customer shall provide a Company specified meter installed in a Company specified meter vault with a Company specified back flow preventer for all fire services. The cost of any piping modifications needed to accommodate the appropriate backflow preventer and or detector check will be at the customer's expense. (C)

The Company reserves the right to meter any existing fire line where evidence indicates that water is being taken from the line for purposes other than fire fighting, and such metered service shall then be billed in accordance with the regular Schedule of Meter Rates in addition to the above rates, with proper allowance for water consumed in fire fighting. The customer will be responsible for the cost of the meter and any piping modifications needed to accommodate the meter. (C)

The Company reserves the right to require the fire service line to be separate from the domestic service line. (C)

For existing private fire services that are not metered, the customer must notify the Company three business days prior to any testing of the fire flow system. The Company will determine the acceptable rate of flow for testing purposes. The Company will assess a charge of \$250 per fire flow test. A penalty charge of \$1,000 will be assessed for any fire flow test conducted without notifying the Company. (C)

The Company reserves the right to make system changes that may impact both the static and residual pressures. In such events, as long as the pressures meet the PUC pressure requirements, the Company will not be held responsible, or otherwise liable, for any required changes to the customer's fire suppression system as a result of the change to the Company's pressure. (C)

SCHEDULE OF MISCELLANEOUS FEES AND CHARGES

1. Customer Requested Turn-on/off Charge

Application:

This charge is applicable to all customers who request the temporary shut-off or turn-on of service for performing routine maintenance, repairs, or replacement of the customer’s portion of the service line.

Rates:

	<u>Each Occurrence</u>
Turn-on/off charge (during normal business hours)	No Charge
Turn-on/off charge (other than normal business hours)	\$75.00

Terms of Payment:

The turn on/off charge will be added to the customer's bill once the service has been provided.

2. Reconnection Charge for Nonpayment Terminations

Application:

This charge is applicable to all customers where water has been physically turned off for nonpayment of a delinquent bill.

Rates:

	<u>Each Occurrence</u>
Reconnection Charge (during normal business hours)	\$50.00
Reconnection Charge (other than normal business hours)	\$75.00

Terms of Payment:

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

3. Returned Check Charge

Application:

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

Rate:

	<u>Each Occurrence</u>	
Returned check charge	\$35.00	(I)

Terms of Payment:

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

(C)

SCHEDULE OF MISCELLANEOUS FEES AND CHARGES (Cont'd.)

4. Meter Test Charge (Deposit)

Application:

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

Rates:

	<u>Per Test</u>
For each meter, 1" diameter or smaller	\$ 10.00
For each meter greater than 1" or smaller than 2"	\$ 20.00
For other meters, including those which are so located that the cost is out of proportion to the fee specified	As approved by the Pa. P.U.C., pursuant to 52 Pa. Code § 65.8 (h)

Terms of Payment:

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

5. Damaged Meter/ Radio Read Unit Charge

Application:

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

Rates:

	<u>Each Occurrence</u>
For all 5/8" (during normal business hours)	\$100.00
For all 5/8" (other than normal business hours)	\$150.00
For all meters larger than 5/8" diameter, the Company will bill the actual cost of the meter plus the actual fee for labor and overheads.	

Terms of Payment:

The damaged meter charge will be either added to the customer's bill once the service has been provided or via a separate invoice.

(C)

SCHEDULE OF MISCELLANEOUS FEES AND CHARGES (Cont'd.)

7. Bulk Water Charge

Application:

This charge is applicable to all customers who purchase water through a company approved bulk water filling location.

Rate:

All water purchased shall be billed at the volumetric charge as stated on the "Schedule of Meter Rates applicable for residential. (C)

Terms of Payment:

Bills will be rendered monthly in arrears and are payable within twenty (20) days after the bill is rendered.

8. Water Main Extension Design Deposit

Application:

This deposit is applicable to all water main extension agreements for Non Bona Fide service applicants.

Rate:

\$1,000 per application.

Terms:

The deposit is due upon request for an extension agreement and will be applied to the cost of the project if the project is not completed, within one year of the application, the deposit will be retained by the water company and any future applications will require another \$1,000. (C)

(C)

DEFINITIONS

Annual Line Extension Cost. The sum of a utility's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of the line extension. For Non Bona Fide customers, equity costs are included.

Annual Revenue (as related to line extensions). The utility's expected additional annual revenue from the line extension based on the utility's currently effective tariff rates and on the average annual usage of customers similar in nature and size and/or class.

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

"Backflow Preventer". A device designed to prevent a potential backflow of contaminants from the customer's activities or property into the Company's distribution system.

Billing Period. A billing period may be monthly, bi-monthly or quarterly as provided in the Company's tariff.

Bona Fide Service Applicant. A person or entity applying for water service to an existing or proposed structure within the utility's 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 (see also Non Bona Fide Service Applicant).

Commercial Service. Service supplied to multiple residences that are served through a single meter with three or more units, private institutions and businesses such as, but not limited to: car washes, hotels, offices, retail and wholesale establishments, laundries, churches, private education institutions, hospitals, restaurants, golf courses, nurseries, etc.

Company. United Water Pennsylvania Inc.

Company Service Line. The connection between the Company's distribution main and the inlet connection of the customer's service line at the curb or property line.

Customer. A Customer shall mean the party contracting for a supply of water through a connection to a property, as hereinafter classified, i.e.:

- (a) A building under one roof and occupied as one residence or business; or
- (b) A building owned by a party or parties of more than one living unit or business and using a common and/or individual outside entrance; or
- (c) Each unit in a building with multiple living units individually owned, with individual outside entrances; or
- (d) A group of buildings on one tract of land owned by a single business or governmental entity, or

(C)

Industrial Service. Service supplied to manufacturing or processing establishments such as factories, refineries, bottling plants, food processing plants.

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

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

Meter Pit. A Company specified meter tile, meter setter with backflow preventer, frame, and lid assembly for meter's 2" » and smaller used for domestic service or combination fire/domestic service. (A)

Meter Vault. A Company specified pre-cast concrete vault assembly for domestic services larger than 2" », fire services larger than 1" », and combination fire/domestic services larger than 1" ». Complete assembly includes meter and backflow preventer. (A)

Non Bona Fide Service Applicant. An applicant shall be deemed a Non Bona Fide Service Applicant if:

- (i) Applicant is requesting water service to a building lot, subdivision or a secondary residence;
- (ii) The request for service is part of a plan for development of a residential dwelling or subdivision;
- (iii) The applicant is requesting special utility service.

Occupant. Any person, business or corporation who resides in the premises to which utility service is provided.

Operating and Maintenance Costs (as related to bona fide line extension). The utility's average annual operating and maintenance cost 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.

Payment Agreement. A mutually satisfactory agreement whereby a customer who admits liability for billed service, is permitted to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time typically not to exceed the time period it took to accumulate the bill.

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

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

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

Private Hydrant. A privately owned hydrant not available to protect the general public. In all cases, the hydrant would be located on private property. If the hydrant is connected to a private main, each hydrant will be billed at the private hydrant rate unless Hydrant is connected to a private fire service line which the customer is being billed via a master meter.

(C)

Public Hydrant. A Company-owned fire hydrant that is available for use to protect the general public and is paid for by a municipal government. The hydrant is typically located along a public road, street or highway.

Remote Meter. A device that transmits readings from a meter.

Residential Service. Service supplied to a dwelling, including service provided to a commercial establishment if concurrent service is provided to a residential premise attached thereto. Residential service as it pertains to line extensions can be further defined as single family dwellings, multi-family, and townhouses serving less than three dwelling units.

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

Temporary Service. A water service connection which, at the time of application, is anticipated to be in service for less than a 12-month period. Temporary service shall include any meter installed to a hydrant.

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

United Cares Program. The Company's payment assistance program.

RULES AND REGULATIONS

APPLICATION FOR SERVICE:

1. GENERAL PROVISIONS:

- (a) The application and these rules and regulations constitute the contract between the customer and the Company and each customer, by the taking of water, agrees to be bound thereby. The use of water by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in the customer's application and service contract.
- (b) Service connection will be made, and the prospective customer (or a properly authorized agent) will be furnished water upon written application on a form prepared by the Company for this purpose and after approval of such application by the Company. The application for service shall state clearly the class, scope and type of use to be made of the service, as well as the purpose for which it will be used. Service shall only be furnished after a meter has been properly installed by the Company. In a Company approved meter pit/vault. (C)
- (c) Before an application for service shall be accepted by the Company, the Company shall determine that a water main does exist in the public street area or on a private right-of-way along or through the property to be served, and that said water main must extend across the total frontage of the deeded property.
- (d) When an extension to serve a bona fide service applicant is required or requested, such extension will be made under the terms of a "Water Main Extension Agreement for a Bona Fide Service Applicant", as hereinafter set forth. An extension to a Non Bona Fide Service Applicant will be made under a "Water Main Extension Agreement for a Non Bona Fide Service Applicant". 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.
- (e) Should it be necessary, in the Company's opinion, to extend the new main or any other main in order to connect to an existing main(s) to provide more adequate and reliable service to the applicant, this additional extension shall be part of the total main extension. All estimate or actual cost figures referred to in the "Water Main Extension Agreement for a Bona Fide Service Applicant" and the "Water Main Extension Agreement for a Non Bona Fide Service Applicant" shall include an allowance for Company overhead costs. The main extension shall conform to the requirements of the Department of Environmental Protection which concern sanitation and potability of water. Pipe diameter of less than eight (8) inches on a main extension which is part of a fire flow grid and six (6) inches on a main extension which is not a part of a fire flow grid shall not be installed except in cul-de-sacs or dead end streets not longer than two hundred fifty feet. Water mains shall be looped to existing mains when practicable and consistent with acceptable engineering practices to provide reliability and maintain quality of service. All water main installations shall as a minimum requirement conform to the standards of design set forth in 52 Pa. Code § 65.17. (C)

- (f) As used in Rule (d), above "bona fide prospective customer" and the "non bona fide customer" shall mean any owner or lessee who is or will be the occupant of an existing developed premise having a curb line abutting on that part of a street or public highway in which there is, or is to be located a distribution main of the Company, who shall file a signed application for a new customer service line to such premises and for water service to begin immediately following installation of the customer service line.
- (g) The Customer service line shall be placed four feet below the final graded surface of the ground. All service lines from the curb to the meter shall be approved by the Company as to size, kind of pipe and installation, and shall be installed and kept in good repair by the customer at their expense. A Company specified meter pit shall be installed on the customers property within five feet of the curb stop. (C)
- (h) A customer service line supplying a premise shall not pass through or across any premises or property other than that to be supplied, and no water pipes or plumbing in any premises shall be extended therefrom to adjacent or other premises. A customer service line shall not be connected to hydrant branch lines and it will not be permitted to cross intervening properties even with the protection of easements, unless approved by the Company. Only Customers owning property in fee which directly abuts a street wherein there is an existing main of the Company will be permitted to attach a customer service line to the Company's main for the purpose of receiving water service therefrom. It is understood that such property owned in fee by said prospective Customer shall be a complete standard building lot which complies with the existing zoning laws and regulations of the municipality in which such property is located. It is further understood that if such property owned in fee by a Customer is subsequently sold, the purchaser of such property will be entitled to receive water service upon compliance with all of the provisions of this tariff, but that the seller of such property shall only be entitled to continue to receive service if such seller complies with all of the provisions of this tariff. (C)
- (i) A new application either written, faxed, via phone or via the internet must be made to, and approved by, the Company upon any change in the identity of the customer at a property or in the service as described in the application, and the Company may discontinue the water supply until such new application has been made and approved.
- (j) 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.
- (k) These provisions shall not be construed to apply to an extension, or portion thereof, undertaken for general system improvement or to connect any water company or municipally owned system acquired by the Company to the Company's distribution system.

Water Main Extension Agreement for a Non Bona Fide Customer

C.E.A. No. _____

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

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

WHEREAS, Company has determined that the potential revenues from such extension are such as to make it economically unfeasible for the Company to assume all of the initial cost; and

WHEREAS, the Applicant is willing and desires to assist in the installation of such extension and desires initially to bear the cost thereof, and the Company is willing to reimburse the Applicant for the cost of said extension to the extent and in the manner hereinafter set forth.

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

First: Prior to the execution of this Agreement, the Applicant hereby agrees to give to the Company, a written estimated cost for the water main extension including mains, services, public fire hydrants and other appurtenances. In addition the applicant hereby agrees to deposit with the Company an amount in cash equal to the company’s construction overhead percentage rate of the total estimated cost of the water main extension and any additional facilities as well as the gross up effect of any taxes as may be levied on the installed facilities. The Applicant also hereby agrees that the installation and materials selected for the extension shall conform to the Company’s specifications. (C)

(1) The Estimated Cost shall be the estimated cost of the extension, including the mains, services, public fire hydrants and the estimated cost of any other facilities which the Company shall have decided are required to render adequate service. Costs for additional facilities, such as booster pumps, storage tanks and the like are Contributions in Aid of Construction which shall not be subject to refund. (C)

(2) The Per Customer Refund Amount shall be for each additional permanent customer for whom a metered service connection shall be directly attached to applicant’s main extension. Except that no refund shall be paid with respect to the attachment of an applicant if the applicant is a bona fide service applicant. The amount of the Per-customer Refund shall be determined as follows:

- a. For attachments and connections 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 calculated average annual revenue received from each residential customer, or the calculated annual revenue of that customer’s class. The residential revenue shall be calculated on the average annual revenue for residential customers. Townhouses, apartments, and other multifamily customers may be refunded based on their first year’s actual revenue or calculated based on their ERC.

Sixth: Applicant will grant to the Company an irrevocable easement, at no cost to Company, for the maintenance, operation, repair and replacement of said main extension, services, fire hydrants and appurtenances within the limits of any existing or proposed street, avenue, roadway, private property or easement area, together with right of ingress and egress thereto, in a form satisfactory to the Company and duly executed and acknowledged in proper form for recording.

Seventh: It is further understood and agreed by and between the parties hereto that the Applicant's agreement to construct the said extension is subject to the Applicant obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Applicant, after prompt application and diligent effort is unable to obtain any necessary consent, order, permit or approval as aforesaid, or in the event that the Applicant is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company's sole obligation will be to repay the Applicant the amount advanced for the Company's construction overhead costs less the cost which is incurred by the Company in conjunction with the main extension and appurtenances which are the subject of this Agreement.

Eighth: Applicant agrees that before the commencement of work, the Applicant will clearly mark upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said water pipes are to be laid is to be finally built and that he will grade the said street, highway, or land so that it will be at all points within less than one (1') foot of the above finished grades before the work of installing the said water pipes. The Company, however, shall not permit the Applicant's contractor to lay pipes according to lines or grades of which the Company does not approve. And it is agreed that any time, prior to the dedication and acceptance as a public street or highway by the governing body of any street or highway under which water mains are laid in conformity with this agreement it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Applicant. And it is also agreed that the applicant shall supply the company with an accurate "as built" set of plans for the construction project certified by a professional engineer or professional surveyor. The As-built plans must clearly show all fittings, valves, bends, hydrants, blow off assemblies, and service lines and include GPS coordinates as specified in the latest version of the Company's general information and standard specifications for the installation of water main and services. All appurtenances must be located using station numbers and or electronically coordinates referenced to a point established by a registered surveyor or engineer. Roadway stations are not acceptable for as built information. The final As-Built plan must be supplied to the Company in an acceptable format (currently AutoCad.dwg). A letter from the applicant's Engineer of Record certifying that the As-Built information is correct must accompany the electronic submission before the Company approves the As-Built.

(C)

Ninth: It is agreed by Applicant that the Applicant will not build at any time hereafter on, in, or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult of access the water pipes or appurtenances of the Company, or lay other pipes or conduits within four (4') feet or ten (10) feet in the case of sewer mains measured horizontally, from the said water pipe except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water pipes. Provided, however, that should the Applicant wish to do so it may, at its own expense, provide a new location acceptable to the Company for the said water pipes and the Applicant's contractor will then move said water pipes and appurtenances to said new location, and the whole cost of such moving and altering and any expense incident thereto, shall be borne by the Applicant.

7. No service line shall be laid in the same trench or with less than four feet horizontal separation and 18 inches vertical separation from any gas pipe, sewer pipe, buried electric or telephone wires, or any other facility of a public service company or authority; and no line shall be laid within four feet horizontally of any open excavation vault, embankment or ditch.

8. All leaks in service lines from the curb to, and in and upon the premises supplied shall be promptly repaired. On failure to make such repairs, with reasonable dispatch, the Company may turn off the water and it will not be again turned on until repairs are completed. Residential customers will be notified in accordance with Section 56.71 of the consumer standards and billing practices for residential service.

9. Requests for the temporary shut-off or turn-on of service during normal business hours for routine maintenance or service will be honored without charge to the customer. However, such requests for service during other than normal business hours will carry a charge for the Company's costs, as specified in the Company's tariffs.

10. The Company shall, in no event, be responsible for damage done by water escaping from the service line or any other pipe or fixture.

(C)

11. A customer shall not use, or allow use of water service through his service facilities for others or for purposes other than those covered by his application. To make service available for other purposes or character of use, a new application and contract is required.

12. No direct connection of pumping equipment for any proposed or cross-connection with any other piping system will be allowed unless approved in writing by the Company.

12A. Company reserves the right to require any customer, owner or tenant to install at their expense as part of a service connection such equipment or material which it deems necessary and as may be acceptable or required from time to time by any regulatory agency or good engineering practices to prevent backflow into the water supply system and minimize or eliminate possible contamination of its water supply system. When such equipment or material is present, Company reserves the right to test same periodically but the customer, owner or tenant shall have the obligation at their expense to provide annual certification to the Company that same has been maintained and tested and is in operating condition to serve the purpose for which it was intended.

12B. The Company may refuse to connect with any piping system or furnish water through one already connected if such system is not properly installed or maintained. The Company may also refuse to connect a customer if lead base materials as defined in the Safe Drinking Water Act have been used after January 6, 1991, in any plumbing beyond the Company's curb stop. It shall be the customer's responsibility to provide certification that the materials used to construct the plumbing system are lead free.

METERS:

13. All water service will be rendered only through meters Including new private fire services. (C)

14. Each customer shall have a separate service line and meter to measure the amount of water consumed. Meters will typically be installed in a pit at the property line unless conditions prohibit the installation of a pit. Meter pits remain the property of the customer and the customer is required to maintain, at the customer's expense, the pit in good operating and safe condition. (C)

15. All meters shall be furnished, installed and remain the property of the Company. The Company reserves the right to establish the size of meters required by each customer including whether such meter shall be a manual read meter or a meter that can be read via a radio signal. As a condition of providing service and continuing to provide service, the Company shall have the right to install such equipment, connections and wiring in the manner and location it deems appropriate. The equipment necessary to read meters using the designated mode of communication will be installed by the Company and will remain the property of the Company. (C)

16. Any tampering with the meter or meter seals is cause for discontinuance of service, in accordance with Paragraph 29.

17. Meters will be maintained by the Company for ordinary wear and tear, but the customer shall be responsible to the Company for damage or loss of any meter, meter pit and radio read appurtenances arising out of or caused by the customer's negligence or carelessness or that of his servants, employees, members of his household, or any person upon his premises under or by his consent or sufferance. The customer shall not permit anyone except an agent of the Company or other lawfully authorized person to remove, inspect or repair the Company's meter or other property of the Company on his premises. Any damages accordingly will be repaired or replaced by the Company and the customer shall be billed for all labor and material charges, as specified in the Company's tariffs.

17A. It shall be the customer's responsibility to provide unobstructed access of the remote register or radio reading device. Should the customer desire to fence or otherwise restrict the free access of the remote register, it shall be the customer's responsibility to compensate the Company for all costs incurred in moving the register to an area which is accessible.

18. The Customer shall notify the Company of any damage to, or of any cessation in registration of, the meter as soon as it comes to their knowledge.

Backflow preventors shall be required for all new services and when feasible for replacement services. (C)

23. A control valve shall be placed by the Customer on the service line on the inlet and outlet sides of the meter. When required, a suitable check valve should be placed by the Customer between the meter and the control valve on the outlet side of the meter. When a check valve, backflow prevention device or pressure reducing valve is installed, the Customer shall install a pressure relief valve and a thermal expansion tank (to be sized and designed by the Customer or his agent) at some convenient point on the house piping to relieve pressure fluctuations and/or excess pressure due to heating water. In accordance with the specifications of the Company, the Customer shall install a pressure reducing valve (PRV), to be set at a pressure not to exceed the applicable limits, as follows: 1) on the domestic service line when the pressure on the Company's distribution system exceeds 100 pounds per square inch (psi); 2) on the fire service line when the pressure exceeds 150 psi; or 3) when required in the discretion of the Company where it is believed that the pressure may exceed either limit. The Customer or his authorized agent shall check with the Company to determine whether a pressure reducing valve is required prior to finalizing the design of the internal plumbing system. In all cases, the pressure-reducing valve must be installed at a location after the inlet control valve and before the meter, but in the case of the domestic service line an additional control valve must be installed between the PRV and the meter. (C)

METER TESTING:

24. The quantity of water recorded by the meter shall be conclusive for both the customer and the Company, except when the meter has been found to be registering inaccurately or has ceased to register in either of such cases, the meter will be promptly repaired or replaced by the Company and the quantity of water consumed shall be estimated by the average registration of the meter on previous corresponding periods.

25. In case of a dispute bill involving the accuracy of a meter, such meter shall be tested, upon the request of the customer, in conformity with the provisions of the rules and regulations pertaining thereto of the Pennsylvania Public Utility Commission. If the meter so tested is found to have an error in registration of four per cent (4%) or more, the bills will be increased or decreased accordingly as provided by the said rules.

25. Each request for the testing of a meter for accuracy shall be in writing and shall be accompanied by a deposit, the amount of which shall be determined by the size of the meter as set forth in applicable rules and regulations of the Pennsylvania Public Utility Commission. If the meter so tested shall be found to have an error in registration of less than four per cent (4%), the deposit shall be retained by the Company as compensation for such test. If the error in registration is found to be four per cent (4%) or more, then the cost of the test shall be borne by the Company and the amount of the deposit shall be returned to the customer. A report of the test shall be made to the customer.

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

30. **INTERRUPTION AND DISCONTINUANCE OF SERVICE:**

- (A) The Company may temporarily interrupt service where necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety or substantial property damage, or for reasons of local, state or national emergency.
- (1) Interruption with prior notice. Where the Company knows in advance of the circumstances requiring the service interruption, prior notice of the cause and expected duration of the interruption shall be given to customers and occupants who may be affected.
- (2) Interruption without prior notice. Where service must be interrupted due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible, to customers and occupants who may be affected.
- (3) Notification Procedures. Where customers and occupants are to be notified pursuant to this Section, the Company shall take all reasonable steps, such as personal contact, phone contact, and use of the mass media, to notify affected customers and occupants of the cause and expected duration of the interruption.
- (4) Permissible duration. Service may be interrupted for only such periods of time as are necessary to protect the health and safety of the public, to protect property, or to remedy the situation which necessitated the interruption; and service shall be resumed as soon as possible thereafter.
- (5) The Company shall not be liable for any damage or inconvenience suffered by the customer, or for any claim for interruption in service, lessening of supply, inadequate pressure, poor quality of water, or any other cause. The Company may restrict or regulate the quantity of water used by customers in case of scarcity or whenever the public welfare may require it.

CUSTOMER DEPOSITS:

35. **GENERAL** - A deposit may be required from an Applicant for service or an existing Customer in accordance with, and to the maximum extent permitted by, the Commission's regulations. If an Applicant for service or an existing Customer receives more than one type of service, a separate deposit may be required for each type of service. Deposits collected shall have interest paid to the depositing Customer in accordance with the Commission's regulations. Upon termination or discontinuance of service, other than termination for non-payment, the Company shall within 30 days apply the Customer's deposit, including accrued interest, to any outstanding balance and refund the remainder to the Customer. (C)
36. **DEPOSIT NOT TO APPLY TO A CURRENT BILL** – Any Customer having made a deposit shall currently pay bills for water service as rendered and the deposit shall not be considered as payment on account of a bill during the time the Customer is receiving water service. At the option of the Company, deposits may be used to pay delinquent bills for water service and, if appropriate, a new deposit may thereafter be required.
- (A) Application of Deposit:
- (1) Where a customer has paid a deposit but has failed to pay an undisputed bill, or portion of an undisputed bill, immediately prior to the termination of service to that customer the Company shall apply that customer's deposit insofar as it is necessary to satisfy such bill and to avoid termination, and may require that the deposit be restored to its original amount. The Utility shall mail or deliver a statement showing the amount of the original cash deposit, accrued interest, the amount of any unpaid bills satisfied, and balances remaining. Said statement may be included in a termination notice.
- (B) Refund of Deposit:
- (1) Interest on a deposit will be paid at the rate governed by 52 Pa Code Chapter 56.
- (2) Termination or discontinuance of service. Upon termination or discontinuance of service, the Company shall promptly apply the customer's deposit, including accrued interest, to any outstanding balance for utility service and refund the remainder to the customers.
- (3) Prompt payment of bills (except for deposits that apply to unmetered fire services and services that provide both domestic and fire protection). After a customer has paid bills for service for 12 consecutive months without having service termination and without having paid his bill subsequent to the due date or other permissible period as stated in this Chapter on more than two occasions, the utility shall refund any cash deposit, plus accrued interest, so long as the customer currently is not delinquent.

TEMPORARY SERVICE:

37. Temporary service for short-term use. The Company will require the customer to pay all costs in advance for making the service connection and removing the service equipment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. (C)
38. Where the customer is temporary he shall make application for service and advance an amount established by meter size. The customer shall pay for water at the Company's metered rates and upon discontinuance of service, the Company shall refund the deposit, less any gross water charges unpaid. (C)
39. The Company reserves the right to refuse temporary service between October 15 and April 15 to prevent freezing of water lines and meters.
40. Bills for temporary water service are payable and due after service is rendered and upon presentation.

PERSONNEL AVAILABLE TO RESTORE:

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

MISCELLANEOUS:

47. Water shall not be turned off by any person who is not an agent of the Company, except temporarily by a plumber, with Company approval, to enable him to test his work, provided it shall be turned on immediately after the test is made. (C)
48. The authorized agents of the Company shall have the right of access, at all reasonable hours, to the premises supplied with water for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Company's business. Such agents shall carry proper credentials evidencing their employment by the Company.
49. No customer shall open or close any of the Company's corporation stops or valves in any public or private line.
50. No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations.
51. The Company reserves the right to alter or amend these rules and regulations in the manner provided by law.

FIRE PROTECTION:

52. Water from fire hydrants or other fire fighting facilities shall be used only for fire fighting purposes.
53. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur. The Company shall have no greater duty, with regard to fire hydrant service or private fire hydrant sprinkler and hose service, than to supply only such volumes of water at such pressures as may be available in the normal operation of the waterworks facilities at the time of use.
54. The Company shall not be considered an insurer of property or persons or to have undertaken to extinguish fire or to protect persons or property against loss or damage by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

UNITED WATER PENNSYLVANIA INC.

Earning Reports: The charge will also be reset at zero if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the

Company will earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the Pre-tax return section.

Customer Notice: Customers shall be notified of changes in the DSIC by including (C)
appropriate information on the first bill they receive following any change.