

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

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JOSEPH and LORRAINE CARR  
v.

Docket No.: C-20055491

NORTH HEIDELBERG  
SEWER COMPANY  
Telephonic Hearing  
-----

Pages: 1 - 52

Public Utility Commission  
State Office Building  
13th Floor  
Philadelphia, PA

ORIGINAL

Thursday, March 30, 2006  
Commencing at 10:30 a.m.

BEFORE:

CHARLES E. RAINEY, JR., Administrative Law Judge

APPEARANCES:

JOSEPH and LORRAINE CARR, pro se

JAMES P. MELIA, Esquire  
17 North Second Street  
18th Floor  
Harrisburg, PA 17101  
For the Respondent  
(Via Telephone)

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REPORTER: JESSICA ASHMAN

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<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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JUDGE CHARLES E. RAINEY, JR.:

Good morning. My name is Charles Rainey and I am the administrative law judge who's been assigned to this case. And this is the case of Joseph and Lorraine Carr versus North Heidelberg Sewer Company, docket number C-20055491. I note the appearances in person of Joseph and Lorraine Carr, who are appearing pro se, or in their own behalf. And the appearance by James P. Melia, Esquire on behalf of North Heidelberg Sewer Company.

Let me just note that by agreement of the parties, the Carrs appearing in person and Mr. Melia and his witness are appearing by telephone. Mr. Melia, I'm going to give you an opportunity at this time to state why the company did not file an Answer in this case.

ATTORNEY MELIA:

Your Honor, basically the complaint was filed on --- let me go back to the original date. Let me see here. It looks like it was time stamped October 24th of 2005. I didn't receive it until I got a FAXed copy February 3rd of 2006.

This is a complaint --- you know, it's

1 basically a dispute over how the tariff is applied.  
2 What I suggested to the client is that we enter into  
3 negotiations with the Carrs, try to resolve it. And  
4 of course, we did do that. Unfortunately, it was not  
5 successful. And that negotiation process ran right up  
6 to today's hearing.

7 JUDGE RAINEY:

8 Okay. All right.

9 ATTORNEY MELIA:

10 I can orally, if that would be  
11 appropriate, you know, at some point put on the record  
12 an oral answer to the complaint. But we can just  
13 maybe allow the testimony to go forward.

14 JUDGE RAINEY:

15 We will proceed.

16 ATOTRNEY MELIA:

17 Okay.

18 JUDGE RAINEY:

19 Mr. and Mrs. Carr, as the complainants in  
20 this case, you have the burden of proving that you're  
21 entitled to the relief that you have requested. The  
22 procedure that will follow will be that you will first  
23 be given an opportunity to present testimony in regard  
24 to your complaint. Your testimony will be subject to  
25 any questions that I might have, as well as any

1 questions that counsel for the company might have.  
2 The company, in turn, will be given an opportunity to  
3 put on his witness. His witness will, likewise, be  
4 subject to Cross Examination. Do you have any  
5 questions with regard to either your burden of proof  
6 or the procedure that will follow today?

7 MR. CARR:  
8 No, we do not.

9 JUDGE RAINEY:  
10 Okay. Let me then swear you in at this  
11 time and I'll start with you, Mr. Carr, if you'll  
12 stand and raise your right hand.

13 -----  
14 JOSEPH CARR, HAVING FIRST BEEN DULY SWORN, TESTIFIED  
15 AS FOLLOWS:

16 -----  
17 JUDGE RAINEY:  
18 Please be seated and provide your full  
19 name and spell your last name.

20 A. Joseph P. Carr, C-A-R-R.

21 JUDGE RAINEY:  
22 And your address?

23 A. 179 Dogwood Drive, Bernville, PA 19506.

24 JUDGE RAINEY:  
25 Very well. And Mrs. Carr, if you'll

1 stand and raise your right hand, I'll swear you in.

2 -----

3 LORRAINE CARR, HAVING FIRST BEEN DULY SWORN, TESTIFIED  
4 AS FOLLOWS:

5 -----

6 JUDGE RAINEY:

7 Please be seated. Provide your full and  
8 spell your first name.

9 A. Lorraine A. Carr, and it's L-O-R-R-A I N E.

10 JUDGE RAINEY:

11 And your address?

12 A. 179 Dogwood Drive in Bernville, PA 19506.

13 JUDGE RAINEY:

14 Okay. Very good. We'll start then with  
15 Mr. Carr. Mr. Carr, do you want to describe for the  
16 record your complaint in this case?

17 MR. CARR:

18 Yes. The complaint started in the second  
19 quarter of '05, which is the Exhibit Number Five and  
20 Four.

21 JUDGE RAINEY:

22 Okay. Let me just state for the record  
23 that there were certain documents that I had received  
24 via U.S. Mail from the Carrs. And before going on the  
25 record in this case, we had those documents marked,

1 and those are Complainant Exhibits One through Nine.  
2 And Mr. Carr, I understand you're now referring to  
3 Complainant Exhibit Number Five; is that correct?

4 (Complainant Exhibit Numbers One through  
5 Nine marked for identification.)

6 MR. CARR:

7 Correct.

8 JUDGE RAINEY:

9 Okay.

10 MR. CARR:

11 At this point, we got a hold of Joe at  
12 the North Heidelberg Sewer Company, which is the  
13 owner. We explained to him the fact that we didn't  
14 understand how the sewer bill was being billed to us  
15 off of the water bill on Exhibit Four. Basically he's  
16 justifying the sewer bill off of how much water usage  
17 we're using.

18 Our complaint to North Heidelberg Sewer  
19 company was basically landscaping, watering the lawn,  
20 washing cars. I explained to him that that does not  
21 go down the sewer. So we were being charged for that  
22 in the sewer. I asked them basically what we can do  
23 about it. We were told at that point that ---.

24 JUDGE RAINEY:

25 Why don't we do this? Because right now

1 what I'd like to happen, just so that it doesn't get  
2 confusing for the court reporter, is Mr. Carr, you'll  
3 be able to testify as to what it is that you know.  
4 And then Ms. Carr, you'll be able to help, if  
5 necessary, in terms of filling in when Mr. Carr is  
6 finished with his testimony.

7 MR. CARR:

8 Half the time she was talking to him,  
9 half the time I was. So it's kind of ---.

10 JUDGE RAINEY:

11 Oh, I see. Yes. I just don't want it to  
12 get too confusing with regard to --- the court  
13 reporter has to take down who is saying what at any  
14 particular time. So I wouldn't want the court  
15 reporter to attribute to you, things that your wife  
16 says or vice versa. So we'll give her an opportunity  
17 to testify after you've testified.

18 MR. CARR:

19 Yeah. Because it's hard --- she might  
20 have might talked to him. That's where the confusion  
21 would come in.

22 JUDGE RAINEY:

23 Okay. And now, when you say you spoke to  
24 Joseph, who is the owner of North Heidelberg Water  
25 Company --- what is Joseph's last name, do you know?

1                   ATTORNEY MELIA:

2                   Aichholz, A-I-C-H-H-O-L-Z.

3                   JUDGE RAINEY:

4                   Okay. He's the person you have as a  
5 witness. Okay. All right. Now, just to clarify for  
6 the record, when you're referring to Complainant  
7 Exhibits Four and Five, and these are bills. And  
8 Complainant Exhibit Number Four is a water bill and  
9 Complainant Exhibit Number Five is a sewer bill; is  
10 that correct?

11                   MR. CARR:

12                   Correct.

13                   JUDGE RAINEY:

14                   And you're stating that the sewer bills  
15 are calculated based on the water consumption?

16                   MR. CARR:

17                   Water usage, yes. Uh-huh (yes).

18                   JUDGE RAINEY:

19                   And you're stating that that should not  
20 be the case?

21                   MR. CARR:

22                   Well, that is the case, based on the  
23 tariff on how he's charging it. Basically what we  
24 were complaining about is water usage in the lawn,  
25 landscaping, washing cars, kids playing in the hose,

1 you know, that's basically what the complaint is  
2 about.

3 JUDGE RAINEY:

4 So you're saying that the sewer bill  
5 should not encompass your car washing or watering your  
6 lawn or things of that particular nature?

7 MR. CARR:

8 Correct.

9 JUDGE RAINEY:

10 Okay. You can go right ahead with your  
11 testimony.

12 MR. CARR:

13 Okay. On that second quarter, Joe and  
14 one of his secretaries decided to give us a \$72 credit  
15 on our next quarterly bill to make up for that.

16 JUDGE RAINEY:

17 All right. So what bill with this had  
18 been if we're looking at the exhibits?

19 MR. CARR:

20 This is on Exhibit Five.

21 JUDGE RAINEY:

22 Okay. So with regard to Exhibit Five,  
23 that sewer bill, you were given a \$72 credit?

24 MR. CARR:

25 Well, on the third quarter, on Exhibit

1 Seven.

2 JUDGE RAINEY:

3 Okay. On Exhibit Seven then ---. Okay.  
4 So that bill then would have been --- does that bill  
5 reflect the \$72 credit that was given to you ---

6 MR. CARR:

7 Correct.

8 JUDGE RAINEY:

9 --- based on the previous bill? Okay.

10 All right. You can go right ahead with your  
11 testimony.

12 MR. CARR:

13 And in the meanwhile there, it's written  
14 on the Exhibit Five, that the secretary had written  
15 down there because we expressed the problems with the  
16 next quarter of being charged the same way. And she  
17 replied, which is right on Exhibit Five, that just  
18 call us next quarter and we'll do something about it  
19 then.

20 JUDGE RAINEY:

21 Oh, okay. Now, was an explanation given  
22 to you as to why you were afforded the \$72 credit?

23 MRS. CARR:

24 Can I testify?

25 MR. CARR:

1                   It's hard because we're jumping back and  
2 forth.

3                   JUDGE RAINEY:

4                   Okay. All right. Mrs. Carr is  
5 testifying now. Go ahead, Mrs. Carr.

6                   MRS. CARR:

7                   When I had originally called, because for  
8 --- when I originally called after we had moved in, I  
9 called about the first quarter bill, which is Exhibit  
10 Two and Three, because our closing date wasn't until  
11 January 14th and these bills are dated January 1st.  
12 So I was asking them, did you start me at, you know,  
13 my closing date. And the girl, Penny I spoke with  
14 told me she had to call back to find out when my  
15 closing date was. So then she called me back and  
16 said, yes, we didn't start charging you until the 14th  
17 and that their billing date is wrong, that they're  
18 automatically printed from the first. So then we had  
19 gotten the second quarter bill and when I explained to  
20 her about the sewer, she had told me that she would  
21 give me the \$72 credit on the bill deducted. But I  
22 told her we already mailed in the payment. So then  
23 she said, we'll do it next quarter, you know, it'll  
24 reflect then. So I said, well, now, when next quarter  
25 comes it's still in the summertime. We're still going

1 to be doing the same exact thing, doing the  
2 landscaping, the kids in the water, washing cars. She  
3 says, call again next quarter and we'll give you  
4 another adjustment. So when I called the next  
5 quarter, she said, we only give you a one-time  
6 adjustment, don't keep calling every month for a  
7 credit, because that's not how it works. So I said,  
8 well, then I would need to speak to the owner, and she  
9 said, okay, and then he never called me back. That's  
10 when he called my husband back, Joseph Carr.

11 JUDGE RAINEY:

12 Okay. So you were told you were --- or  
13 subsequently told that you were only given a one-time  
14 adjustment?

15 MRS. CARR:

16 Correct.

17 JUDGE RAINEY:

18 And was there any explanation given as to  
19 the basis for the one-time adjustment?

20 MRS. CARR:

21 She says they just don't keep doing it  
22 every quarter. She said they'll give me the one-time  
23 adjustment and then -- and I said, but when I called  
24 you last quarter you told me call back, and she said,  
25 well, we gave you the credit. And I said, you gave me

1 the \$72 credit which was the prior quarter. I said,  
2 we mailed my bill in before it was even, you know, due  
3 date. I said, so you're penalizing me for paying it  
4 early and then that's when you gave me the credit and  
5 then you told me to call back the following quarter  
6 and now you're telling me that you're not giving me  
7 credit. And then she said, well, I can't help you.  
8 You can't keep calling here every quarter to get  
9 credits.

10 JUDGE RAINEY:

11 Now, was it a courtesy credit or was it a  
12 credit based on your stating that the sewer bill  
13 encompassed lawn watering, car washing, things that it  
14 should not have encompassed?

15 MRS. CARR:

16 It was because --- for the car washing  
17 and the lawn, then it shouldn't be on the sewer. How  
18 they came up with that figure, I mean, I don't know.  
19 I see that automatically up to 6,000 gallons on any of  
20 the bills. You're automatically charged \$72. So  
21 that's where I'm assuming they got that credit for.

22 JUDGE RAINEY:

23 So now when they credit you for that  
24 bill, are we looking at Complainant Exhibit Number  
25 Five?

1                   MRS. CARR:

2                   Uh-huh (yes).

3                   JUDGE RAINEY:

4                   Did that result in a zero bill for you  
5 for that particular bill or were you charged anything  
6 at all for sewer for that particular bill?

7                   MRS. CARR:

8                   We were charged for --- Exhibit Five, we  
9 paid the full amount on time, the \$195.41. So then  
10 she put the credit for that Exhibit Five, she put  
11 credit onto Exhibit Seven.

12                   JUDGE RAINEY:

13                   Now, the credit --- and I'm looking at  
14 it, that was the minimum charge?

15                   MRS. CARR:

16                   Yes, of \$72.

17                   JUDGE RAINEY:

18                   Okay. But you were then held responsible  
19 for the remaining bill, which is a usage charge number  
20 one of \$108 and a usage charge number two of \$15.41?

21                   MRS. CARR:

22                   Correct.

23                   JUDGE RAINEY:

24                   Okay. All right. So the only thing that  
25 you were credited then was the minimum charge?

1           MRS. CARR:

2           Correct.

3           JUDGE RAINEY:

4           All right. But you were told that it  
5 would only happen one time?

6           MRS. CARR:

7           Correct.

8           JUDGE RAINEY:

9           Although you said they were continuing to  
10 charge you for things like watering your lawn and for  
11 washing your car, which should not have been a part of  
12 your sewer bill?

13          MRS. CARR:

14          Correct. Because I explained to her when  
15 I called her in July that we're still in the  
16 summertime, you know what I mean. We're still going  
17 to be continuing to do this the rest of the summer.

18          JUDGE RAINEY:

19          Okay. All right. Do you want to at all  
20 explain --- most of the other documents that were  
21 marked are bills. Are there any other bills within  
22 these exhibits that you want to draw our attention to?

23          MRS. CARR:

24          No. Just --- no. We didn't get any  
25 other credits and they're basically just showing you

1 that the same thing's happening every month, how he  
2 charges for the sewer on your water usage.

3 JUDGE RAINEY:

4 Okay. What is the significance of what's  
5 marked Complainant Exhibit Number One? And this was a  
6 letter that was dated October 17th, 2005 from North  
7 Heidelberg.

8 MRS. CARR:

9 Right. He had sent this letter out in  
10 October saying - - you know, to our whole development  
11 saying to, you know, restrict your washing your cars  
12 and your lawns because there's a water shortage. But  
13 at that time, it had rained from October 8th right  
14 through to October 20th. We had over 15 inches of  
15 rain. It was all over the news. And then he sends  
16 out this letter saying that there's a water  
17 restriction. So I didn't understand why he did that.

18 JUDGE RAINEY:

19 Now, there were some discussion that had  
20 taken place off the record with regard to North  
21 Heidelberg Sewer Company's tariff, which was marked  
22 off the record as North Heidelberg Sewer Company  
23 Exhibit Number One. And I note that you were also  
24 interested --- the Carr's were also interested in this  
25 document as well. And if North Heidelberg Sewer

1 Company had not offered it as its own exhibit, you  
2 would have offered it for yourself. Is there anything  
3 in this document that you want to draw our attention  
4 to?

5 (North Heidelberg Sewer Company Exhibit  
6 Number One marked for identification.)

7 MR. CARR:

8 Yes. We would like to. When Lorraine  
9 was talking to North Heidelberg's lawyer, Mr. Melia,  
10 he finally --- the reason I want to put this on the  
11 record was we recommended this tariff act on 2/24 of  
12 '06. We have not received it. I have his FAXes here.  
13 I didn't receive this until around two o'clock  
14 yesterday afternoon. He mentioned to my wife --- my  
15 wife called up asking for it. His reply was, I didn't  
16 really think that you were serious.

17 JUDGE RAINEY:

18 Okay. I don't want to really go into  
19 that, but more of the substance in terms of the relief  
20 that you have requested in this case. Is there a  
21 reference in that tariff that you believe states that  
22 you should have the relief you've requested in this  
23 case?

24 MR. CARR:

25 Yes. It's on Exhibit One, it would be

1 page ten. It's 302.8.

2 JUDGE RAINEY:

3 Do you want to summarize that section?

4 MR. CARR:

5 Can Lorraine do it?

6 JUDGE RAINEY:

7 Okay. All right.

8 MRS. CARR:

9 Well, what he's saying is if you have an  
10 irrigation system where you have landscaping for  
11 watering and you don't feel that it should be part of  
12 your water bill, then there is other things that he  
13 could do, like he could give us a meter. And then to  
14 our expense, which is the applicant, which would be  
15 us, we would have to supply --- you know, send in a  
16 sketch of our landscaping or the property where the  
17 waterlines are, that type of thing. And then we would  
18 be given a meter and it would be our responsibility to  
19 maintain the meter and also the cost to have it  
20 installed. We were never told that we could have a  
21 meter. All the times we ever called complaining in  
22 the summer how he charges for the sewer, we were never  
23 told that you can get a meter, a separate meter until  
24 ---. Mr. Melia had called, I guess the end of last  
25 week and had suggested that what they would do is they

1 would give us a separate meter. And then we had ---  
2 he had --- Tuesday he FAXed us over a letter. That  
3 was the letter I was referring to to you, saying that  
4 they would, you know, give us the meter and we would  
5 put it in, you know, at our cost we would connect it.  
6 And if we agreed to that, to sign that. So then  
7 that's what I did. And then yesterday, I had said to  
8 him, okay, well, we had agreed to that, but I also  
9 wanted to have another letter saying that we would  
10 have the meter and it would be installed by the end of  
11 April. And he had said to me that they could get me  
12 the meter but it was up to us, you know what I mean,  
13 for us --- because we have to get a plumber, so when  
14 it would be installed. And I said, that was fine, and  
15 it would be all done by the end of April. And then  
16 that was fine. I signed the papers, I FAXed them over  
17 to Mr. Melia. I FAXed them to your office. And then  
18 within a half-hour later, the owner, Joe, of North  
19 Heidelberg called my husband to say he had different  
20 changes now.

21 JUDGE RAINEY:

22 Okay. All right. So what would you like  
23 to see done in this case?

24 MR. CARR:

25 Well, pretty much basically what the

1 contract was, we were originally going to sign  
2 yesterday. Unfortunately, I never had the tariff act  
3 to realize that this should have been offered to me  
4 last summer of '05.

5 JUDGE RAINEY:

6 Okay. So why don't ---?

7 MR. CARR:

8 We were deceived.

9 JUDGE RAINEY:

10 Why don't you, again, summarize what it  
11 is that you would like to have done?

12 MR. CARR:

13 We're looking to have a separate meter  
14 for the water usage of watering the lawn, washing  
15 cars, watering landscaping. Which would be hooked up,  
16 which I've discussed with Mr. Melia where we would  
17 hook it up, which would basically be right outside by  
18 the hose. The faucet outside the back of the house  
19 and the meter would be right there, which would be  
20 drained in the letter that we were going to agree with  
21 was going to be drained in the wintertime and not  
22 used, which would be right there.

23 That's when yesterday, I guess around  
24 two, three o'clock is when I got the phone call from  
25 North Heidelberg Sewer Company, the owner Joe. Told

1 me that I would have to have the pipes ran from the  
2 back of the house up into the front of the house, put  
3 a well --- it's like a --- the pump is in like a well,  
4 so it keeps it warm so nothing freezes. He told me  
5 that I would have to run all that now up along the  
6 side of the house up to the front and then in this  
7 well pit they call it, where they can come and check  
8 the meter. And I said, well, this is not the  
9 agreement that we had. I said, and that would cost me  
10 \$5,000 to have that done, to have a plumber run piping  
11 four feet under the ground all the way up to the front  
12 of the house. And we just basically need a basic  
13 meter, just metering my hose water.

14                   And that's what the agreement that I had  
15 with Mr. Melia with this contract that I wanted to put  
16 into evidence.

17                   JUDGE RAINEY:

18                   Okay. And again, this was a settlement  
19 that you had --- thought you had arrived at with the  
20 company recently. Was that yesterday?

21                   MR. CARR:

22                   Correct. That was yesterday. That was  
23 3/29 of '06.

24                   JUDGE RAINEY:

25                   All right. And as I understand, that

1 settlement did not bear fruit or at least it fell  
2 through?

3 MRS. CARR:

4 Correct.

5 MR. CARR:

6 Through the last conversation I had with  
7 the owner of Heidelberg Water Company.

8 JUDGE RAINEY:

9 Okay. All right. And just so the record  
10 is clear, presently your water and sewer charges are  
11 based on the same meter, you just have one meter for  
12 water and sewage; is that correct?

13 MR. CARR:

14 Correct. It's just a water meter.

15 JUDGE RAINEY:

16 Okay. Was there anything else that you,  
17 Mr. and Mrs. Carr, wanted to add at this time before  
18 we allow Cross Examination?

19 MR. CARR:

20 Yeah. Just to add it again, I think I  
21 mentioned it, was the --- like I said, we came up with  
22 the agreement yesterday with Mr. Melia. And basically  
23 nothing was ever mentioned about running piping  
24 underground up to the front of the house with the well  
25 hole. That's what pretty much terminated the

1 agreement that we've had.

2           Also in this agreement --- like I said,  
3 the reason why I wanted it into evidence, it is  
4 showing here that the meter would be drained in the  
5 wintertime. So at this point here, you wouldn't need  
6 to have it in a well pit, you know, for it not to  
7 freeze.

8           JUDGE RAINEY:

9           Okay. Well, that's why I wanted to know  
10 specifically from you without referring to or  
11 necessarily having that settlement document in the  
12 record. Because again, what we don't --- the  
13 commission encourages settlement, not discourages  
14 settlement. And what may discourage settlement is  
15 having positions that the company may want to take in  
16 settlement, used against them in evidence in a case  
17 that the case goes forward because the settlement  
18 falls through. That's why I wanted to specifically  
19 ask what it is that you want to have done, what it is  
20 that you believe you're entitled to here today.

21           So in terms of give it to the --- again,  
22 in terms of what you believe should be done, the  
23 relief you believe you're entitled to.

24           MR. CARR:

25           What I believe I was entitled to from the

1 very beginning was to just have a simple water meter  
2 hooked right to my rear of my home, right where the  
3 water nozzle would come out of the house. So then I  
4 could hook my hose to the other end and that would  
5 meter how much water usage I was using for irrigation,  
6 et cetera.

7 JUDGE RAINEY:

8 So you want a second meter?

9 MR. CARR:

10 Correct.

11 JUDGE RAINEY:

12 Okay. Which would then measure  
13 consumption based on watering your lawn and your  
14 washing your car; all right?

15 MR. CARR:

16 Yeah. Et cetera, yeah, landscaping.

17 JUDGE RAINEY:

18 Okay. Landscaping?

19 MR. CARR:

20 Yeah. Pretty much everything that is  
21 under the tariff act of 302.8.

22 JUDGE RAINEY:

23 All right. So that then that water usage  
24 for car washing, for landscaping, you would get a  
25 separate bill for?

1                   MR. CARR:

2                   Yeah. Which would be deducted off the  
3 sewer usage.

4                   JUDGE RAINEY:

5                   Which would be deducted off the sewer  
6 usage, which would still be based on your current  
7 water meter?

8                   MR. CARR:

9                   Correct.

10                  MR. AICHHOLZ:

11                  Hello?

12                  JUDGE RAINEY:

13                  Yes, we're here. I'm just taking some  
14 notes, Mr. Melia.

15                  ATTORNEY MELIA:

16                  That wasn't me.

17                  JUDGE RAINEY:

18                  Oh, okay.

19                  ATTORNEY MELIA:

20                  But I'm ready whenever you are.

21                  JUDGE RAINEY:

22                  All right. Was that you, Mr. Aichholz?

23                  MR. AICHHOLZ:

24                  Yes. We couldn't hear you, sir.

25                  JUDGE RAINEY:

1 Ch, okay. Can you hear me now?

2 MR. AICHHOLZ:

3 Very clearly. We can't hear the other  
4 phone pretty well.

5 JUDGE RAINEY:

6 Ch, okay. We'll ask them to speak a  
7 little bit louder.

8 All right. Okay. Mr. Melia, you have  
9 Cross Examination?

10 ATTORNEY MELIA:

11 Your Honor, just a couple of questions I  
12 wanted to ask to Mr. Carr, I guess.

13 CROSS EXAMINATION

14 BY ATTORNEY MELIA:

15 Q. How long have you been a customer of the water and  
16 sewer company?

17 A. From January 4th of '05.

18 Q. Okay. And could you just reiterate real quickly  
19 --- and Your Honor, I ---.

20 JUDGE RAINEY:

21 I'm sorry. I think he made a correction  
22 to his original statement.

23 A. I'm sorry. January 14th of '05.

24 ATTORNEY MELIA:

25 Okay. Thank you. Your Honor, just

1 before I continue on, I know I raised a concern about  
2 the confidentiality of the settlement discussions.  
3 But, you know, it was not until I saw the sewer tariff  
4 actually for the first time yesterday that I became  
5 aware of the 302.8 provision, which essentially allows  
6 for the same sort of corrective action as we were  
7 discussing in settlement.

8                   So there is an option here in the tariff  
9 that allows what we were proposing to do vis-à-vis  
10 settlement. And I just wanted to make that clear.  
11 And this was not something that I was aware of before  
12 and did not make clear to the Carrs. I just was not  
13 aware this was in the tariff.

14                   JUDGE RAINEY:

15                   Okay. And I guess the stumbling block  
16 seems to be in terms of what would need to be done to  
17 make the second meter happen.

18                   ATTORNEY MELIA:

19                   And I'm thinking, Your Honor, rather than  
20 --- you know, the tariff kind of lays out the solution  
21 to this problem. And I'm thinking that the best way  
22 to possibly resolve this would be to possibly go off  
23 the record and just have a discussion as to how we  
24 make this happen.

25                   JUDGE RAINEY:

1           Let me ask the Carrs. Are you willing to  
2 have a discussion with Mr. Melia at this time with Mr.  
3 Aichholz also on the telephone to see whether or not  
4 you can get further or possibly make a settlement  
5 stick at this particular time?

6           MR. CARR:

7           I do apologize, Your Honor, but if I do  
8 it that way, I don't understand my rights of  
9 continuing ---.

10          JUDGE RAINEY:

11          Okay. What we can do is, is we can allow  
12 you some opportunity at this time, you and Mr. Melia  
13 and Mr. Aichholz to engage in settlement discussions.  
14 Try to get a meeting of the mind further than you got  
15 yesterday or at least --- yesterday you seem to have  
16 reached at a settlement and then there were some  
17 differences of opinion with regard to what needed to  
18 be done to have the second meter installed, as I  
19 understand it.

20          So my question here today is whether or  
21 not you're willing to engage in discussions and it  
22 appears that Mr. Melia and Mr. Aichholz, as I said is  
23 also on the line, to see if you can reach that meeting  
24 of the minds with regard to what needs to be done, as  
25 I understand, a sticking point in order for this

1 second meter, in order for you to get this second  
2 meter to see whether or not you can come to an  
3 agreement with regard to that at this particular time.

4                   And what I would do is I'll step outside  
5 the hearing room, because I don't want to be  
6 prejudiced by anything that is said during the course  
7 of your settlement discussions. Jessica, the court  
8 reporter, will stay here in the room. She'll come and  
9 get me once you've completed your settlement  
10 discussions. Now, if you're able to reach a  
11 settlement today, if you're able to come to agreement  
12 with regard to that sticking point, then we can put  
13 that on the record in this case. We'll put the  
14 settlement on the record in this case. And then I  
15 would ask Mr. Melia to then file what's known as a  
16 certificate of satisfaction, which would state that  
17 your complaint has been satisfied.

18                   So are you, Mr. and Mrs. Carr, willing to  
19 proceed in that particular vein at this point?

20                   MR. CARR:

21                   Yes, we are.

22                   JUDGE RAINEY:

23                   Okay. All right. Mr. Melia and Mr.  
24 Aichholz, I'm going to leave the hearing room at this  
25 particular point. You will be able to then engage in

1 discussion with the Carrs. When you've completed your  
2 discussions, please let the court reporter,  
3 Jessica, know that. Jessica, I'll just be across the  
4 hall. And she'll be able to then come and get me;  
5 okay?

6 ATTORNEY MELIA:

7 Thank you.

8 MR. CARR:

9 Thank you, Your Honor.

10 JUDGE RAINEY:

11 Sure.

12 OFF RECORD DISCUSSION

13 JUDGE RAINEY:

14 We're back on the record. There was an  
15 opportunity for the parties to make another attempt to  
16 arrive at a settlement of this matter, but that did  
17 not happen. So that we will proceed. Mr. Melia, do  
18 you want to call your witness?

19 ATTORNEY MELIA:

20 Yes, Your Honor. I call Joseph Aichholz,  
21 please.

22 JUDGE RAINEY:

23 Mr. Aichholz, let me swear you in.

24 -----

25 JOSEPH AICHHOLZ, HAVING FIRST BEEN DULY SWORN,

1 TESTIFIED AS FOLLOWS:

2

3

JUDGE RAINEY:

4

Please provide your full name and spell

5

your last name.

6

A. My name is Joseph, initial M., Aichholz,

7

A-I-C-H-H-O-L-Z, Jr.

8

JUDGE RAINEY:

9

I beg your pardon?

10

A. Jr.

11

JUDGE RAINEY:

12

Okay. Mr. Aichholz, by whom are you

13

employed?

14

A. North Heidelberg Water and North Heidelberg Sewer

15

Company.

16

JUDGE RAINEY:

17

And what is your business title?

18

A. My business title is Chairman of the Board.

19

JUDGE RAINEY:

20

And what is your business address?

21

A. 1047 North Heidelberg Road, Bernville,

22

Pennsylvania.

23

JUDGE RAINEY:

24

Please proceed, Mr. Melia.

25

ATTORNEY MELIA:

1 Thank you, Your Honor.

2 DIRECT EXAMINATION

3 BY ATTORNEY MELIA:

4 Q. Mr. Aichholz, do you have before you the tariff  
5 for North Heidelberg Sewer Company?

6 A. Yes, sir.

7 Q. And do you have before you Section 302.8?

8 A. Yes, sir.

9 Q. Does that allow where a customer is using  
10 significant amounts of water that do not go into the  
11 sewer system, does that allow the company to basically  
12 install a second meter to separately meter the water  
13 usage that is not entering into the sewer system?

14 A. Yes, sir, it does.

15 Q. Okay. Now, you've heard the testimony today of  
16 Mr. Carr. Is the company willing, first of all, to go  
17 along with that provision for Mr. Carr?

18 A. Yes, sir.

19 Q. All right. Please describe, if you would, what  
20 the company's operational requirements are in order to  
21 do a second meter?

22 A. What we'd like to do is we'd like to install a  
23 second pit with a second meter which we will provide  
24 no charge, the meter. If you read the tariff, it says  
25 that the type, size, location and maintenance of such

1 meter shall be subject to the approval of the company.  
2 And the last two sentences in that 302.8. And them,  
3 Mr. Carr, could have a hydrant, you know, and he can  
4 just hook his hose up to the hydrant, and when winter  
5 comes he just shuts it off. That's all there is to  
6 it. And that would work perfect for our sake and his.

7 Q. Now, is there a second line that's required to be  
8 put in?

9 A. If he hooks up right there at the meter, he can  
10 tie into the pipe that comes into that meter, goes to  
11 the new meter, there'd be a T there for both meters in  
12 other words, and he goes to the new meter and put a  
13 hydrant there. He wouldn't have to install very much  
14 pipe, maybe three feet.

15 Q. And what would be your estimate of the cost of  
16 that?

17 A. I'm not a plumber. We sell the meters to the  
18 builders that built his house for \$300, which includes  
19 the meter and the connection. I'd say maybe a plumber  
20 would charge \$100. If Mr. Carr would dig a hole for  
21 the meter for the pit, which is a wheelbarrow full of  
22 dirt, Mr. Carr might do that himself and not spend  
23 money.

24 Q. How much does the pit cost?

25 A. \$300.

1 Q. Okay. So you're providing the meter; right?

2 A. Yes. We provide the meter no charge. And we'd  
3 also read both meters. But if we do it the other way,  
4 then we have the meter from in the house goes to a  
5 remote and we would also give him that meter, but he  
6 has to hook that up, turn the water off, hook that all  
7 up and do it. And then like he said, drain it in the  
8 wintertime, and we have to subtract that meter from  
9 the main meter coming in. And we've had trouble with  
10 that in the past with other customers as well. So the  
11 right way to do it is to put a pit in, put a meter in  
12 and have a spicket marked no sewer, whatever you want  
13 to do. He can do whatever he wants to and buy all the  
14 water he wants.

15 Q. And it's a total --- roughly an estimate cost?

16 A. \$400. Probably \$400.

17 JUDGE RAINEY:

18 Mr. Aichholz, you went a little quickly.  
19 I want you to slow down and give me what it is that  
20 the company would provide at its cost and what it is  
21 that the Carrs would need to provide at their own  
22 cost.

23 A. Okay, sir. We would provide the meter at no  
24 charge. We would come over and help the plumber. We  
25 look at it with the plumber and show him where to put

1 it, you know, out front, and make sure Mr. Carr agrees  
2 with that. And then it would take the plumber to put  
3 in a three-foot piece of pipe from the T at the pit  
4 and he'd come over to the new pit and hook up the  
5 meter. And then Mr. Carr would have to buy a hydrant,  
6 which would save him a lot of trouble because the  
7 hydrant will not freeze. You can buy them at Lowe's  
8 probably for \$30, \$40 for a hydrant. I don't know.

9 BY ATTORNEY MELIA:

10 Q. Does the hydrant go over the pit? Because that's  
11 the thing I'm having a tough time visualizing.

12 A. We would supply for a flat \$300.

13 JUDGE RAINEY:

14 You would supply what? I'm sorry, Mr.  
15 Aichholz.

16 A. The pit and two compression pins.

17 JUDGE RAINEY:

18 Okay. You would supply that, but the  
19 Carrs would have to pay for it?

20 A. Well, they would pay for the pit and --- yes,  
21 \$300. And that's what we charge the builder that  
22 built their house. That's our contractor price and  
23 that's very fair.

24 JUDGE RAINEY:

25 All right. So you would supply a pit,

1 and what was that, additional?

2 A. And two compression pins. And we would do that  
3 for a flat \$300 and there's no sales tax on that.

4 JUDGE RAINEY:

5 Okay. Go right ahead, Mr. Melia.

6 ATTORNEY MELIA:

7 Your Honor, that really completes my  
8 Direct Examination. That's what the company can do,  
9 it's willing to do to address the concerns of the  
10 Carrs.

11 JUDGE RAINEY:

12 Mr. Aichholz, this is the company  
13 standard policy in regard to what it will provide when  
14 a customer requests a second water meter?

15 A. Yes. This is the standard policy. If there's one  
16 neighbor over there on Dogwood also who's done the  
17 same thing. We actually have three customers that  
18 have a meter like this. They're all the same pit but  
19 different meters.

20 JUDGE RAINEY:

21 And they've all had it installed?

22 A. By their plumber and we supplied the meter.

23 JUDGE RAINEY:

24 Okay. And they purchased a hydrant?

25 A. I don't know if they have hydrants --- my son

1 said they all have hydrants, yes.

2 JUDGE RAINEY:

3 Okay. I'm sorry, your son is there with  
4 you?

5 A. Yeah. He's the mechanical person. He said they  
6 all have hydrants.

7 JUDGE RAINEY:

8 Okay. What's your son's name, Mr.  
9 Aichholz?

10 A. Same as mine, he's the !!!.

11 JUDGE RAINEY:

12 Okay. All right. Did you want him to  
13 provide any additional testimony, Mr. Melia?

14 ATTORNEY MELIA:

15 Your Honor, I guess one quick question.

16 BY ATTORNEY MELIA:

17 Q. Joe, how soon could this all be done, providing  
18 the meter and everything?

19 A. Well, tomorrow, whenever, you know. Well,  
20 tomorrow's Friday, though.

21 Q. Well, next week, sir.

22 A. If he has the plumber, we would go meet with the  
23 plumber and discuss it with the plumber at no charge.  
24 I would go or my son would go.

25 ATTORNEY MELIA:

1                   That's all I have for the witness, Your  
2 Honor.

3                   JUDGE RAINEY:

4                   Okay. I was actually referring to ---  
5 because it appeared that Mr. Aichholz referred to his  
6 son in response to certain answers.

7                   ATTORNEY MELIA:

8                   Yes.

9                   JUDGE RAINEY:

10                  Did you want Mr. Aichholz, III, to  
11 provide any testimony?

12                  ATTORNEY MELIA:

13                  I don't think so, no.

14                  JUDGE RAINEY:

15                  Okay. All right. Mr. Carr, do you have  
16 any questions for Mr. Aichholz?

17                  MR. CARR:

18                  Yes, I do. How do you pronounce the last  
19 name again?

20                  JUDGE RAINEY:

21                  Aichholz.

22 CROSS EXAMINATION

23 BY MR. CARR:

24 Q. Mr. Aichholz, ---.

25 A. I can't hear you, sir.

1                   JUDGE RAINEY:

2                   Why don't you come closer, Mr. Carr.

3 BY MR. CARR:

4 Q.   Mr. Aichholz, when I was discussing this problem  
5 with you in the summer of '05, you didn't know  
6 anything about the tariff act of 203.8 (sic)?

7 A.   I knew enough about it that if the people wanted  
8 the meters, they could buy them.

9 Q.   Okay. Then why did you ---?

10 A.   We provide the pits and we would supply meters.

11 Q.   Okay. Then why didn't you ever recommend that to  
12 me?

13 A.   I don't recall whether I did or didn't. I'm  
14 sorry.

15 Q.   I do recall and you've never done that.

16 A.   Well, that may be. I'm not denying it. I don't  
17 know.

18 Q.   Okay. There was numerous of other times between  
19 then and now that I have discussed. How do we handle  
20 this problem and you've never, ever discussed this;  
21 have you, to let me know about this 302.8 meter?

22 A.   I don't remember, Mr. Carr. I remember talking to  
23 you yesterday --- I don't know how to answer that. I  
24 honestly don't remember.

25 Q.   Okay. Now, isn't this as an owner of the sewer

1 company, you should be aware of this tariff act and  
2 what is the rights of you and the homeowners?

3 A. Yeah, it tells us when we have a problem and  
4 that's where we are today. We try to give good  
5 service. We have good water, we have super good  
6 pressure, I noticed in your letter you complain about  
7 too much pressure. You're the first person that ever  
8 did that, so everybody else complaints too low.

9 Q. Okay. But you didn't answer my question.

10 A. I don't remember. I don't remember discussing  
11 this with you.

12 Q. Okay. But there was numerous of times ---?

13 A. We gave you a \$72 credit and we did that one time  
14 for a reason. The reason was you had a new lawn and  
15 you needed to water it.

16 Q. But there are numerous of times that I've  
17 discussed how we can handle this problem without  
18 having it to be ---?

19 A. I honestly don't remember talking to you before,  
20 Mr. Carr. I don't think my son did. Maybe somebody  
21 in my office did, but I don't remember.

22 JUDGE RAINEY:

23 Why don't you move to a new line of  
24 questions, Mr. Carr.

25 MR. CARR:

1 Okay.

2 BY MR. CARR:

3 Q. Now, you also keep mentioning that the pit has to  
4 be in the front yard?

5 A. Well, where is your pit now?

6 Q. In the rear of the house.

7 A. It would be the same, right next to that pit.

8 Q. Okay. Well, you keep mentioning on ---.

9 A. I'm sorry.

10 JUDGE RAINEY:

11 Only one person can speak at a time. Why  
12 don't you start your answer again, Mr. Aichholz.

13 A. I said the pit would be next to the other pit,  
14 like six inches away from it.

15 BY MR. CARR:

16 Q. Okay. But that other pit is in the front yard.

17 A. Well, that would be next to that pit.

18 Q. Okay. Next question, you testified today that you  
19 don't know how much it would cost to have this water  
20 hooked up because you're not a plumber?

21 A. We'll meet with them and show them what we want,  
22 then he can tell you. I honestly don't know.

23 Q. Okay. But this would be the reason why we cannot  
24 come to an agreement today; would you agree with that?

25 A. Well, no I won't agree with that. You have to pay

1 a plumber to hook it up inside the house and pipe it  
2 to these other pipes you're talking about. And then  
3 we have to subtract --- we have to have a meter and a  
4 remote. It's difficult to do and you'll end up with a  
5 problem again. This is fool-proof what we're going to  
6 do. But we're willing to work with your plumber as  
7 much as we can.

8 Q. I understand that. But you are aware that most  
9 meters and pits are in front of the house?

10 A. Yes, sir.

11 Q. Okay.

12 A. Where the waterline is.

13 Q. Yeah. For my water to be ---?

14 A. They don't don't break down, they don't make  
15 trouble.

16 Q. Okay. But this is the reason why we cannot come  
17 to an agreement is because you really can't give me an  
18 exact cost or an approximate cost on how much it would  
19 be to put this pit in, because from my faucet to the  
20 front of the house is roughly about 50 feet. And to  
21 run two plumbing lines underground, four feet  
22 underground to be acceptable not to freeze, that's  
23 very expensive.

24 ATTORNEY MELIA:

25 Your Honor, I'm going to object. I don't

1 think that the witness testified that we needed to run  
2 two lines four feet underground. He said all we got  
3 to do is put a T on off the existing meter.

4 JUDGE RAINEY:

5 Okay. Let me just ask Mr. Carr this  
6 because it's now confusing to me. Where is the  
7 existing pit?

8 MR. CARR:

9 In the front of the house, all the way to  
10 the sidewalk.

11 JUDGE RAINEY:

12 In the front of the house?

13 MR. CARR:

14 Yeah.

15 JUDGE RAINEY:

16 Okay. All right. Now, is it your  
17 contention that because of where the existing pit is,  
18 that it would be difficult then for a second pit to be  
19 put in in a way that Mr. Aichholz has explained and in  
20 the method that he has explained with regard to the  
21 tee and the hydrant. Are you saying that it would  
22 need to be put in a separate way or a different way  
23 that would be more costly to you?

24 MR. CARR:

25 Yes, it would.

1                   JUDGE RAINEY:

2                   Okay. So you're contradicting Mr.  
3 Aichholz's testimony; is that what you're doing? I  
4 mean, in terms of --- it appears that he's stating  
5 that the second meter can be put in one way, but  
6 you're saying that it would need to be put in another  
7 way that would be more costly to you?

8                   MR. CARR:

9                   Well, in the location that the pit would  
10 be in. There's no reason why the pit can't be right  
11 in the back of my house. He's ---.

12                   JUDGE RAINEY:

13                   I thought you said your existing pit is  
14 in the front of your house?

15                   MR. CARR:

16                   Correct. He wants me to put another pit  
17 in with another water meter.

18                   JUDGE RAINEY:

19                   I thought he said to put another pit in  
20 would be six inches away?

21                   MR. CARR:

22                   Correct. But now to run the water to the  
23 back of my house to where my garden hose would be,  
24 that would be --- a plumber would have to come in and  
25 dig up my whole yard, roughly around 50 feet, put all

1 new lines in, that would be very expensive.

2 JUDGE RAINEY:

3 And I'm not sure that I understood Mr.  
4 Aichholz to be saying that. Is that your testimony,  
5 Mr. Aichholz?

6 A. Judge?

7 JUDGE RAINEY:

8 Yes.

9 A. Yes, sir. I said they put the pit next to the  
10 other pit and put the hydrant there. But I understand  
11 what Mr. Carr is saying also. He's worried about  
12 putting the pit out there and hooking new water up  
13 that they're running around behind the house in order  
14 to have the hydrant behind the house, instead of out  
15 front. I understand what he's saying as well; okay?  
16 Our argument is or our argument would be that we put  
17 the pit out front. The pit gets installed and the  
18 hydrant gets installed right there where --- it would  
19 be behind the bush somewhere or wherever. If he wants  
20 to run the hydrant 50 feet away, he's correct. You  
21 have to dig a ditch, put the pipe underground three  
22 feet, at least three feet to keep it from freezing.

23 JUDGE RAINEY:

24 But you're saying he doesn't have to put  
25 it 50 feet away?

1 A. No, and they could put it right there at the pit,  
2 but then it may not look like he wanted it to look. I  
3 understand what he's saying. I'm not arguing with the  
4 man. I'm just trying to make this thing work if we  
5 can.

6 JUDGE RAINEY:

7 So it's an aesthetic situation?

8 MR. CARR:

9 Correct.

10 ATTORNEY MELIA:

11 Your Honor, that's not the utility's  
12 responsibility to make everything aesthetically  
13 pleasing. I mean, the utility is to comply with its  
14 tariff and do what it can and as cost effectively as  
15 it can for the customer.

16 MR. CARR:

17 But to have it in the pit in the front  
18 would not do that.

19 ATTORNEY MELIA:

20 Well, our position is that's the  
21 best ----.

22 MR. CARR:

23 It would not be cost effective for me.

24 JUDGE RAINEY:

25 because of the unsightliness of it?

1                   MR. CARR:

2                   Well, yeah. It's right there by the  
3 sidewalk. I mean, not only people could trip over it  
4 walking on the --- if they just happen to go off the  
5 sidewalk less than a foot, they could trip over that.  
6 And that would be my liability because of where he  
7 wants the pit located.

8                   ATTORNEY MELIA:

9                   Well, it's near where the other pit is  
10 located; right?

11                   MR. CARR:

12                   Yeah, but there'd be no water spout  
13 sticking out of the ground for me to hook a hose to  
14 sitting out about a foot to two feet in the air.

15                   JUDGE RAINEY:

16                   Okay. Do you have additional questions  
17 for Mr. Aichholz, Mr. Carr?

18                   MR. CARR:

19                   No, I do not.

20                   JUDGE RAINEY:

21                   Okay. All right. You may be seated  
22 then, Mr. Carr.

23                   MR. CARR:

24                   Thank you.

25                   JUDGE RAINEY:

1 Any Redirect, Mr. Melia?

2 ATTORNEY MELIA:

3 No, Your Honor. I think we've kind of  
4 got it pretty --- at least plainly out there for you  
5 to decide.

6 JUDGE RAINEY:

7 Okay. Let's then deal with the exhibits.  
8 Mr. Melia, do you have any objections to the admission  
9 into evidence Complainant Exhibits One through Nine?

10 ATTORNEY MELIA:

11 No, Your Honor.

12 JUDGE RAINEY:

13 They will be admitted into evidence. Mr.  
14 and Mrs. Carr, do you have any objection to the  
15 admission into evidence of North Heidelberg Sewer  
16 Company Exhibit Number One?

17 MR. CARR:

18 No, we do not.

19 MRS. CARR:

20 No.

21 JUDGE RAINEY:

22 Okay. So that will be admitted into  
23 evidence as well.

24 I'd like to thank the parties and the  
25 witness for appearing here today. I will be rendering

1 a written decision with regard to this case. And if  
2 there's nothing further, then this hearing is  
3 adjourned. Thank you.

4 ATTORNEY MELIA:  
5 Thank you, Your Honor.

6 MR. CARR:  
7 Thank you.

8 MRS. CARR:  
9 Thank you.

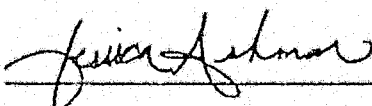
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HEARING CONCLUDED AT 11:32 A.M.  
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C E R T I F I C A T E

I hereby certify, as the  
stenographic reporter, that the foregoing  
proceedings were taken stenographically by  
me, and thereafter reduced to typewriting  
by me or under my direction; and that this  
transcript is a true and accurate record  
to the best of my ability.

  
\_\_\_\_\_  
Court Reporter

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

C-20055491  
March 30, 2006  
Philadelphia

(Carr's Exhibits)  
Complainant Exhibit #1

Summer we hardly  
had rain but now there  
is a water problem ???

North Heidelberg Water Company  
1007 Heidelberg Rd.  
P.O. Box 689  
Beruville, PA 19506

Raining from Title 5TH  
to 7th 2014 we had  
over 15 inches of  
rain ??

Re: Water Restrictions

October 17, 2005

Dear Customers,

Because of the low water table, we would like to request no irrigation of lawns or  
washing of automobiles until further notice

Thank you for your help on this matter.

never got further notice  
now its 2/8/06

Respectfully,

*Joseph C. [Signature]*  
North Heidelberg Water Company

DOCUMENT  
FOLDER

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Complaint Exhibit #2

C-20055491  
March 30, 2006  
Philadelphia

# DOCUMENT FOLDER

## North Heidelberg Water Company

P O Box 609  
1047 North Heidelberg Road  
Bernville, PA 19506

Date	Invoice #
3/31/2005	2396

*4102*

*610-488-6634*

## Water Bill

1st Quarter Service
January 1, 2005 to March 31, 2005

Bill To	<input type="checkbox"/>
Jospeli & Lorraine Carr 179 Dogwood Drive Bernville, Pa 19506	<input type="checkbox"/>

Meter #	Terms	Due Date
64095373		3/31/2005

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Water Consumption -Residential	10724	0	10,724	0 00302	32 39
Customer Service Charge				21.75	21 75

*Penny*

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SECRETARY'S BUREAU

Complaint Exhibit #3

C-20055491  
March 30, 2006  
Philadelphia

# DOCUMENT FOLDER

## North Heidelberg Sewer Company

P O. Box 609  
1047 North Heidelberg Road  
Bernville, PA 19506

Date	Invoice #
3/31/2005	2161

## Sewer Bill

Bill To
Joseph & Lorraine Carr 179 Dogwood Drive Bernville, Pa 19506

1st Quarter Service
January 1 to March 31, 2005

Meter #	Terms	Due Date
64095373		3/31/2005

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Minimum Charge (Up to 6000 Gallons)	10723		10,723		0.00
Usage Charge #1 (6,001 to 18,000 Gallons)			6,000	0.012	72.00
			4,723	0.009	42.51

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Complainant Exhibit #4

C-20055491  
 March 30, 2006  
 Philadelphia

DOCUMENT  
 FOLDER

Meter #	Terms	Due Date
64095373		6/30/2005

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Water Consumption -Residential Customer Service Charge	31292	10724	20,568	0.00302 21.75	62.12 21.75
<b>Total</b>					\$83.87
<b>Payments/Credits</b>					\$0.00
<b>Balance Due</b>					\$83.87

22050

31292  
 10724  
 -----  
 20568

31292  
 21.75  
 -----  
 62.12

Phone: (610) 488-6634  
 Fax: (610) 488-7978

PLEASE make checks payable to:  
 North Heidelberg WATER Company

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PA PUBLIC UTILITY COMMISSION  
 REGULATORY BUREAU

Complainant Exhibit #5

C-20055491  
 March 30, 2006  
 Philadelphia

DOCUMENT  
 FOLDER

Meter #	Terms	Due Date
64095373	Net Due 15 Days	7/15/2005

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Minimum Charge (Up to 6000 Gallons)	31292	10723	20,569		0.00
Usage Charge #1 (6,001 to 18,000 Gallons)			6,000	0.012	72.00
Usage Charge #2 (18,001 to 78,000 Gallons)			12,000	0.009	108.00
			2,569	0.006	15.41
<b>Total</b>					<b>\$195.41</b>
<b>Payments/Credits</b>					<b>\$0.00</b>
<b>Balance Due</b>					<b>\$195.41</b>

*Handwritten notes:*  
 7/8  
 \$72  
 credit on next bill  
 Bill call for use  
 next quarter when we get bill

Phone (610) 488-6634  
 Fax (610) 488-7978

PLEASE make checks payable to  
 North Heidelberg SEWER Company

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PA PUBLIC UTILITY COMMISSION  
 SECRETARY'S OFFICE

Complaint Exhibit # 6

C-20055491  
March 30, 2006  
Philadelphia

# DOCUMENT FOLDER

Date	Invoice #
9/30/2005	3062

## North Heidelberg Water Company

P O Box 609  
1947 North Heidelberg Road  
Bernville, PA 19506

## Water Bill

3rd Quarter Service
July 1, 2005 to September 30, 2005

Bill To
Joseph & Lorraine Carr 179 Dogwood Drive Bernville, Pa 19506

Meter #	Terms	Due Date
6-095373	Net 20	10/20/2005

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Water Consumption -Residential	51630	31292	20,338	0 00302	61 42
Customer Service Charge				21 75	21 75
					83 17

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S OFFICE

# DOCUMENT FOLDER

Complainant Exhibit #7

C-20055491  
March 30, 2006  
Philadelphia

## North Heidelberg Sewer Company

P.O. Box 609  
1047 North Heidelberg Road  
Berrville, PA 19506

Date	Invoice #
9/30/2005	2623

*Handwritten:* PUC  
1-800-782-1110  
7/15/05

Bill To
Joseph & Lorraine Carr 179 Dogwood Drive Berrville, Pa 19506

## Sewer Bill

3rd Quarter Service
July 1 to September 30, 2005

Meter #	Terms	Due Date
64095373	Net Due 15 Days	10/15/2005

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Minimum Charge (Up to 6000 Gallons)	51630	31292	20,338		
Usage Charge #1 (6,001 to 18,000 Gallons)			6,000	0.012	72.00
Usage Charge #2 (18,001 to 78,000 Gallons)			12,000	0.009	108.00
			2,338	0.006	14.03
					<i>Handwritten:</i> \$ 174.03

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PA PUBLIC UTILITY COMMISSION  
REGULATORY BUREAU

# North Heidelberg Water Company

P.O. Box 609  
 1047 North Heidelberg Road  
 Bernville, PA 19506

*Complainant  
 Exhibit # 8*

C-20055491  
 March 30, 2006  
 Philadelphia

Date	Invoice #
12/30/2005	3306

**DOCUMENT  
 FOLDER**

## Water Bill

Bill To  
 Joseph & Lorraine Carr  
 179 Dogwood Drive  
 Bernville, Pa 19506

**4th** Quarter Service  
 October 1, 2005 to December 31, 2005

Meter #	Terms	Due Date
64095373	Net 20	1/19/2006

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Water Consumption - Residential	64055	51630	12,425	0.00302	37.52
Customer Service Charge				21.75	21.75

*pd 11/6/06*  
*S 11/9/06*  
*D 11/27/06*

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Phone: (610) 488-6634  
 Fax: (610) 488-7978

PA PUBLIC UTILITY COMMISSION  
 SECRETARY'S BUREAU

<b>Total</b>	\$59.27
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$59.27

PLEASE make checks payable to:  
 North Heidelberg WATER Company

Complaint  
Exhibit #9

# North Heidelberg Sewer Company

P O Box 609  
1647 North Heidelberg Road  
Bernville, PA 19506

C-2015549  
March 30, 2006  
Philadelphia

Date	Invoice #
12/31/2005	2849

## Sewer Bill

Bill To
Joseph & Lorraine Carr 179 Dogwood Drive Bernville, Pa. 19506

4th Quarter Service
October 1 to December 31, 2005

DOCUMENT  
FOLDER

Meter #	Terms	Due Date
64095373	Net Due 15 Days	1/15/2006

Description	Current Meter	Last Meter	Gallons	Rate	Amount
Minimum Charge (Up to 6000 Gallons)	64055	51630	12,425	0.012	72.00
Usage Charge #1 (6,001 to 18,000 Gallons)			6,425	0.009	57.83

*PA 1/6/06*  
*S 1/9/06*  
*D 1/17/06*

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Phone (610) 488-6634  
Fax (610) 488-7978

PA PUBLIC UTILITY COMMISSION  
GENERAL BUREAU

Total	\$129.83
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$129.83</b>

PLEASE make checks payable to  
North Heidelberg SEWER Company

03-29-2006 10:05 TUBIN USA

PAGE2

# North Heidelberg Sewer Company

Exhibit #1

C-20055491  
March 30, 2006  
Philadelphia

## DOCUMENT FOLDER

~~April 13, 1996~~

John G. Alford, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120

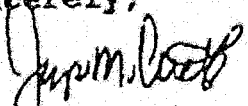
RE: Application For Tariff, North Heidelberg  
Sewer Company A.230009

Dear Secretary Alford,

In accordance with the requirements of Title 66, §1302, the enclosed (revised) tariff is presented which includes rates, rules, and regulations for the North Heidelberg Sewer Company to furnish sewer service.

Three copies have been enclosed. Please contact Steve Willems at (610) 488-7412 if you have any questions or comments on this tariff.

Sincerely,



Joseph M. Aichholz, Jr.  
President

Enc

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APR 11 2006

PA PUBLIC UTILITY COMMISSION  
REGULATORY BUREAU

A.230009

Sewer - PA P.U.C. No. 1

NORTH HEIDELBERG SEWER COMPANY

---

Rates, Rules and Regulations  
Governing the Furnishing of Collection and  
Sewage Treatment Services in a Portion of the Township of  
North Heidelberg and a Portion of the  
Township of Jefferson, Berks County, Pennsylvania

---

This Tariff is Filed in Accordance with Title 66, §1302.

Contact Person: Joseph M. Aichholz, Jr, President  
P.O. Box 477, Robesonia Road  
Bernville, PA 19506  
Phone 610/488-7412

---

ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

A.230009  
North Heidelberg Sewer Company

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Sewer - PA P.U.C. No. 1

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LIST OF CHANGES

Add:

Delete:

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ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

A.230009  
North Heidelberg Sewer Company

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102.	Minimum Charges And Unmetered Service	4
	Rules and Regulations:	
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North Heidelberg Sewer Company

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SECTION 100

SCHEDULE OF RATES

Application: To all customers for domestic, commercial, industrial or municipal service.

SECTION 101. Based on Metered Water: Service furnished under this schedule is based on water meter readings for service furnished by North Heidelberg Water Company. Metered connections are subject to minimum charges as outlined in Section 102. All Customers are subject to mandatory metering.

	<u>Per Month</u>	<u>Per Quarter</u>	<u>Net Rate Per 1,000 Gallons</u>
First	2,000 gal.	6,000 gal.	\$ 12.00
Next	4,000 gal.	12,000 gal.	9.00
Next	20,000 gal.	60,000 gal.	6.00
Next	124,000 gal.	372,000 gal.	3.60
Over	150,000 gal.	450,000 gal.	2.40

SECTION 102. Minimum Charges: For temporarily un-metered connections use the size of the service connection to determine the level of minimum charge. Metered connections (Section 101.) are subject to the minimum charges stated below.

Meter Size	<u>1,000 Gallons Included</u>		<u>Net</u>	
	<u>Per Month</u>	<u>Per Quarter</u>	<u>Per Month</u>	<u>Per Quarter</u>
1/2" or 5/8"	2	6	\$ 24.00	\$ 72.00
3/4"	3	9	33.00	99.00
1"	4	12	42.00	126.00
1-1/4"	6	18	60.00	180.00
1-1/2"	10	30	84.00	252.00
2"	15	45	114.00	342.00
3"	26	78	180.00	540.00
4"	75	225	356.33	1,069.20
6"	150	450	626.40	1,879.20

ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

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North Heidelberg Sewer Company

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RULES and REGULATIONS

SECTION 200. DEFINITIONS

The following words and terms used in this Tariff shall have the following meanings unless the context clearly requires otherwise. The words may be shown in upper or lower case form, both having the same meaning.

"C.B.O.D." shall designate the "Carbonaceous Biochemical Oxygen Demand" and shall mean the quantity of oxygen utilized in the biochemical oxidation of the organic matter in sewage or industrial waste under standard laboratory procedure in five days at 20°-C expressed in milligrams per liter mg/l by weight. It shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association (hereinafter termed an "Acceptable Method").

The word "Company" as used herein, shall mean the North Heidelberg Sewer Company acting through its properly authorized officers, agents or employees, each acting within the scope of the particular duties entrusted to him.

"Customer" includes natural persons, partnerships, associations and corporations.

"Dwelling Unit" shall mean any room, group of rooms, enclosure, etc. occupied or intended for occupancy as a separate living quarters by a single family or by persons living alone.

"Garbage" shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

"Industrial Establishment" shall mean any premises used wholly or in part for the manufacture, processing, cleaning or assembling of any product commodity or article.

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North Heidelberg Sewer Company

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"Industrial Wastes" shall mean any liquid, gaseous or waterborne wastes created by or arising from industrial or commercial processes, as distinct from Sanitary Sewage.

"Occupied Building" shall mean any structure erected and intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Sanitary Sewage and Industrial wastes, of either thereof, is or may be discharged.

"Owner" or "Owners" shall include persons, schools, churches, clubs, societies and all other charitable institutions and public and quasi public corporations.

"Person" includes natural person, partnerships, associations and corporations.

"pH" shall mean the logarithm to base 10 of the reciprocal of the hydrogenion concentration expressed in moles per liter, and shall be determined by an Acceptable Method.

"Properly Shredded Garbage" shall mean the wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce that have been shredded to such a 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 (1/2") in any dimension.

"Public Sanitary Sewerage System" shall mean any and all sanitary sewers, sewage treatment works, pump stations or other facilities owned and operated by or leased to North Heidelberg Sewer Company for the collection, transportation and treatment of sanitary sewage and industrial wastes, together with their appurtenances and any additions, extensions or improvements thereto. It shall also include sewers within the Service Area which serve one or more persons and discharge into the Public Sanitary Sewerage System even though those sewers may not have been constructed by Company funds and are not owned by the Company. It does not include separate Storm Sewers which have been constructed for the sole purpose of carrying storm and surface runoff, the discharge from which is not and does not become tributary to the

A.230009  
North Heidelberg Sewer Company

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Sewer - PA P.U.C. No. 1

Companies sewerage facilities.

"Sanitary Sewage" shall mean the normal water-carried household and toilet wastes from residences, business buildings, institutions, and industrial and commercial establishments, exclusive of storm water runoff, surface water or ground water.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

"Service Area" shall mean the area specified in the Company's application for a Certificate of Public Convenience which was approved by the PA Public Utility Commission by its order on December 15, 1993. The Service Area is the area to which the Company provides sewer service and is subject to amending as may be approved by the PA Public Utility Commission in the future.

"Service Connection", as it pertains to water service shall mean the actual water line that services the structure to the point where a meter is connected, "Service Connection" shall mean the sewer line lateral connecting the structure to the Companies sewer collector main as it relates to sewer service.

"Sewage" shall mean a combination of water-carried wastes from residences, business buildings, institutions, and industrial and commercial establishments, together with such storm water, surface water or ground water as may be present.

"Storm Water Runoff" shall mean that portion of the rainfall which reaches a channel, trench, sewer or sink.

"Suspended Solids" shall mean solids that either float on the surface or are in suspension in water, sewage, industrial waste or other liquids, and which are removable by laboratory filtration.

"Unpolluted Water or Waste" shall mean any water or waste acceptable for direct discharge without treatment to public waters, as determined by the proper commonwealth and/or federal regulatory agencies.

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North Heidelberg Sewer Company

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SECTION 301. APPLICATION FOR SERVICE

301.1 Service connection will be made, and sewer service will be furnished, upon application by the prospective customer (or its properly authorized agent). This application for service, whether verbal or written, 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.

301.2 The application and these rules and regulations constitute the contract between the customer and the Company; and each customer, by the utilization of sewer service, agrees to be bound thereby.

301.3 A new application must be made to, and approved by, the Company upon any change in the identity of the contracting customer at a property or in the service, and the Company may, upon ten (10) days' notice, discontinue the sewer service until such new application has been made and approved.

301.4 Each application for sewer service must be made in conformity with, and state the basis of, rates applicable to customers under the Tariff.

ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

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North Heidelberg Sewer Company

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SECTION 302. SERVICE CONNECTION

302.1 The Company will make all connections to its street sewers and will furnish, install, and maintain all laterals from the sewer to a point immediately inside the portion of the customer's property which abuts the street or road, all of which service line shall be the property of the Company and shall be accessible to and under its control.

302.2 All house sewers from the end of the lateral shall be approved by the Company as to size, kind of pipe and installation and shall be kept in good repair by the customer at his expense. House sewers and all buried soil pipe shall be tested for water tightness. The Company shall be notified before such lines are backfilled, so they may be inspected. All service lines shall be spaced at least forty (40) inches below the surface of the ground.

302.3 All leaks, out of, or into, service lines shall be promptly repaired. Where the leak is located on property belonging to the customer, customer will be responsible for the repair. On failure to make such repair with reasonable dispatch, the company may discontinue the service by means of stopping the flow and will not resume service until the Company has been reimbursed, in full, for all proper and necessary expense involved in terminating and restarting the flow.

302.4 The Company shall in no event be responsible for maintenance of, or for damage done by sewage escaping from that portion of the sewer service line that is on the customer's property. The customer must comply with all state and federal regulations in reference thereto and shall make any changes thereon which may be required because of grade, location of mains or other.

302.5 All plumbing shall be in accordance with the American Standard National Plumbing Code (ASA A 40.8) or local code as adopted.

302.6 No service lines shall be laid in the same trench with the gas pipe, water line, or any other facility of a public service company, except with written approval of the Company, and no line shall be laid within three (3) feet of any open excavation or

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North Heidelberg Sewer Company

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vault, except with written approval of the Company.

302.7 Customers including multiple use customers such as a group of townhouses, apartments or condominiums will provide each Dwelling Unit its own separate water meter and thus billing will all be based on water meter readings. Each Dwelling Unit will be billed as a separate service connection. In the event that Dwelling Units cannot be metered separately, the company may allow, at it's own discretion, for each Dwelling Unit to pay the minimum charge based on the size of the incoming water Service Connection.

302.8 Watering of unpolluted water. In the event a customer has an irrigation system for lawn and landscape watering, or a swimming pool, neither of which contribute any water to the public sanitary sewer system and who are also billed for sewer service based on water meter readings who desire to not pay for sewer service based on water flows that do not enter the public sanitary sewerage system may make application to the Company, giving the name of such customer, his address, and setting forth supporting data fully describing all sources of water, as well as the disposition of water not to be entering the sewerage system. The application shall be accompanied by a sketch to approximate scale showing the plan of the property, the water distribution system, sewer layout, existing meters, and proposed meters in the scheme to determine the quantity of flow not entering the public sanitary sewerage system. The cost of furnishing, installing and maintaining any meters utilized to measure water not entering the public sanitary sewerage system shall be borne by the applicant. The type, size, location and maintenance of such meters shall be subject to the approval of the Company. Water meters utilized to determine the flow of unpolluted water not entering the sewerage system shall remain the property of the Company.

302.9 The use of sewer service by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in his application and service contract. A customer shall not use, or allow use of sewer service facilities, for others or for purposes other than those covered by his application. To make sewer service available for other purposes or character of use, a new application and contract is required.

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ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

A.230009  
North Heidelberg Sewer Company

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SECTION 303. DISCONTINUANCE OF SERVICE

303.1 Whenever the customer desires to have his service contract terminated or sewer service discontinued, he shall notify the Company. The customer will be responsible for the payment of all service rendered by the Company prior to the time of such notice and during a reasonable time thereafter (not to exceed 7 days) to enable the Company to make the final reading of the water meter or meters, or to discontinue service.

303.2 When premises will be unoccupied temporarily, the customer shall notify the Company, and the sewer service will be turned off simultaneous to the water being turned off, and all charges will cease from the date when water and sewer service is turned off. When the property is again occupied, the customer shall notify the company, and the water and sewer service will be turned on. No refund or allowance will be made for unoccupied property when notice has not been given. No refund will be allowed for property unoccupied for a period of less than one month.

ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

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North Heidelberg Sewer Company

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SECTION 304. BILLINGS AND COLLECTION

304.1 The treatment service charge provided for in this Tariff shall be billed and be payable quarterly or monthly when so requested by a Customer. The billing shall be the treatment service charge computed on the actual water used for the preceding quarter, or preceding month, for customers billed on the basis of water consumption. The period of service billed shall coincide with the dates on which the water meters for purchasing water have been read.

304.2 Terms of payment. All bills for sewer service will be rendered as specified on the schedule of rates and are due and payable on presentation. If a bill is not paid within 30 days after being rendered, a late payment charge of one and one-quarter percent ( $1\frac{1}{4}\%$ ) per month of the billing period shall be added to the amount due on the bill rendered.

304.3 The Company either directly or through any person whom it may appoint or with whom it may contract, will render such bills for the service charges imposed and will make collections thereof in accordance with this Tariff.

304.4 Bills and notices relating to the treatment service charges will be mailed or delivered to the Customers last address as shown on the books of the Company, and the Company shall not otherwise be responsible for delivery. No change of address will be honored unless and until such change shall have been furnished to the Company.

304.5 The Company shall have access at all reasonable times to all customers establishments connected to the public sanitary sewerage system and to any water meters measuring water used in such establishments to inspect the connection with the public sanitary sewerage system and/or the discharge of sewage, water or industrial waste into such system.

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PA PUBLIC UTILITY COMMISSION

CECILE M. H. BRYAN

ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

A.230009  
North Heidelberg Sewer Company

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Sewer - PA P.U.C. No. 1

SECTION 305. CUSTOMERS' DEPOSITS

305.1 The Company reserves the right to require a deposit equal to the estimated gross bill for any single billing period plus one month, with a minimum of \$5.00 to secure payments of sewer service rendered, where the credit of the customer has not been established in compliance with P.U.C. regulations. Upon this deposit the Company will pay eleven percent (11%) interest per annum.

305.2 The Company will refund said deposit on notice to discontinue service and after payment in full has been made for all services rendered or when the customer shall have paid undisputed bills for service over a period of twelve consecutive months.

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SECRETARY'S BUREAU

ISSUED: February 28, 1994

EFFECTIVE: May 16, 1994

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North Heidelberg Sewer Company

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SECTION 306. DELINQUENCIES, VIOLATIONS AND REMEDIES

306.1 Each service charge and late payment charge imposed shall be a debt due the Company, and if not paid within thirty (30) days after the date of the bill shall be deemed delinquent. In the event of failure to pay the amount due after they become delinquent, the Company may upon proper notice in writing take such steps as may be necessary to accomplish the sewer closing. Such sewer connection shall not again be turned on or the sewage service restored until the amount due and late payment including a one time restoration fee of \$20.00 shall have been paid. Except that service may not be discontinued for any reason unless accomplished under Pennsylvania Public Utility regulations applicable thereto and in effect at the time of such contemplated discontinuance.

306.2 Sewer Service to any customer may be discontinued for violation of any of these rules and regulations. However, before service may be discontinued for any violation, the Company shall give written notice to the customer, stating the rule violated, the manner of the violation, and a reasonable date after which service will be discontinued if the violation continues. After service is thus discontinued for violation of the rules and regulations, service will not be resumed until reasonable assurance is given that the customer will comply with the rules and regulations and until a one time \$20.00 restoration fee has been paid to the Company.

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SECTION 307. PROHIBITED WASTES / ACTS

307.1 No Stormwater from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Sanitary Sewers.

307.2 The discharge of excessive amounts of Unpolluted water or waste to a sanitary sewer is expressly prohibited by the Company. The Company reserves the right to define the amount it deems excessive in each particular instance and to determine the adequacy of a sewers' capacity.

307.3 Cross connections between the potable water supply and the sewerage system constitute a potential danger to the public health. Therefore, all direct and or indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of the sewerage system are hereby specifically prohibited.

307.4 All Industrial Waste proposed for discharge into the sewer system shall be studied to determine the degree of pre-treatment necessary in order that the industrial waste will not adversely affect the public sanitary sewerage system or the sewage treatment process. The company will have the authority to properly control any industrial waste discharge into its sewerage system by regulating the rate of any industrial waste discharge into its sewerage system by requiring necessary pretreatment, and excluding industrial waste, if necessary, to protect the integrity of the companies sewerage system.

In general, Industrial waste will be considered harmful to the public sanitary sewerage system if it may cause any of the following damaging effects: (a) chemical reaction either directly or indirectly with the materials or construction of the public sanitary sewerage 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

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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 inimical to public interest.

307.5 The Company shall have the right of access at all reasonable times to industrial or commercial establishments and to any water meters used for establishing or determining water consumption, water excluded from the public sanitary sewerage system, and sewage and/or industrial wastes discharged into the public sanitary sewerage systems.

307.6 The discharge of Garbage to the public sanitary sewerage system is expressly prohibited unless the garbage is first Properly Shredded.

307.7 No person shall discharge to the public sanitary sewerage system industrial 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 public sanitary sewerage system or its operation.

(b) Wastes having a temperature in excess of 120° F or less than 32° 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 public sanitary sewerage system. Where the Company deems it advisable, it may require any person discharging industrial wastes to install and maintain, at his own expense, in a manner approved by the Company or its representative a suitable device to continuously measure and record the pH of the wastes so discharged.

(d) Wastes containing any noxious or malodorous gas or

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substance which either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.

(e) Wastes, containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the public sanitary sewerage 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.

Substance	Maximum Permissible Concentration
Phenolic compounds	
as C <sub>6</sub> H <sub>5</sub> OH	1 mg/l
Cyanides as CN	0 "
Cyanates as CNO	0 "
C.B.O.D. (5 day)	50 "
Iron as Fe	7 "
Trivalent Chromium as Cr plus three	1 "
Hexavalent Chromium as Cr. plus six	0.05 "
Nickel as Ni	1 "
Copper as Cu	0.5 "
Lead as Pb	0.5 "
Zinc as Zn	0.5 "

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and 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.

(i) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.

(j) Wastes containing more than 10 mg/l of any of the following gases, hydrogen, sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.

(k) 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 public sanitary sewerage system operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.

(l) Any waste containing toxic substance 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.

(m) Any waste containing radioactive isotopes.

307.8 No person shall discharge any waste containing the effluent from any privy, on-lot sewage disposal system, cesspool or other receptacles for receiving and holding sanitary sewer for an extended period of time before discharge into the public sanitary sewerage system.

307.9 The strength of any industrial waste, discharged to the public sanitary sewerage system, shall be determined at least once annually, from samples taken at the sampling point mutually agreed upon by the Company and the producer of such waste, either (a) by suitable sampling and analysis of the industrial waste for

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a three-day period during which time the strength of such waste being discharged or production in the industry is at its maximum or (b) by relating production and industrial waste strength at the time of sampling to waste strength at maximum production or (c) from estimates, or (d) from relationships of products, produced to strengths established. In establishing industrial waste strengths for treatment service charge purposes, the analysis shall be made by an Acceptable Method.

307.10 The Company may require the exclusion from the public sanitary sewerage system of non-contaminated waste waters and water used for cooling purposes or a customer billed upon the basis of water consumption may exclude such waters from the public sanitary sewerage system. The customer may, or the Company may require the customer to install and maintain, at no expense to the Company, meters approved by the Company for measuring the water excluded from the public sanitary sewerage system or the sewage and industrial waste entering the public sanitary sewerage system. The service charge shall be based upon the quantity of water determined to be actually entering the public sanitary sewerage system subject to the minimum service charge set forth in the rate schedules shown therein.

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SECTION 400. MISCELLANEOUS

400.1 All terms, conditions, limitations and requirements of the Commonwealth of PA, Department of Environmental Resources, Water Management Program, Part I NPDES Permit No. PA 0033766, Part II Permit No. 0693405 and Planning Code No. 1-06936-005-4 shall be in full force and effect along with the herein recited tariff.

400.2 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.

400.3 The Company reserves the right to alter or amend these rules and regulations in the manner provided for under current PA Public Utility Commission rules and regulations.

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SECTION 500. COLLECTION SYSTEM MAIN EXTENSIONS - CONTRIBUTIONS IN  
AID OF CONSTRUCTION (CIAC)

500.1 The Company will extend existing sewer collection mains a distance of thirty-five (35) feet for each bona fide prospective customer making application for sewer service therefrom for a period of one year or more under these Rules and Regulations. Such extensions will be made without cost to such customer(s).

500.2 With an extension greater than thirty-five (35) feet in length for each bona fide customer is required or requested, such extension will be made under the terms of an "Extension Deposit Agreement". The Company shall have the exclusive right to determine the type and size of collector mains to be installed and any other facilities required to render adequate service. However, where the Company decides to install a pipe or sewage pump station larger than necessary to render an extension of adequate service to the applicant, all estimated or actual cost figures referred to in the "Extension Deposit Agreement" shall include the material cost and installation cost for a pipe and/or pump station the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe and/or pump station will be the responsibility of the Company. All estimated or actual cost figures referred to in the in the "Extension Deposit Agreement" shall include a reasonable allowance for overhead costs and taxes. The minimum pipe sizes for extensions shall be 8" and the minimum manhole size shall be 48" in diameter. Pump stations or other conveyance mechanisms shall be in accordance with standard engineering practices. All line extensions and conveyance mechanisms are subject to the standards as set forth in an act of January 24, 1966, (1965 P.L. 1535, No. 537), known as the "Pennsylvania Sewage Facilities Act", as amended.

500.3 In determining the length of and necessity for any extension required, the terminal point of such extension shall in all cases, be at that point in the curb line which is equidistant from the side property lines of the last lot for which sewer service is requested. A street service connection will be provided only for customer service lines that extend from the curb to the premises to be served which are laid in a straight line at right angles to the curb line.

500.4 For the purposes of Section 500.:

(1) "Bona fide prospective customers" shall mean any owner or lessee who is or will be the occupant of an existing developed premises having a curb line abutting on that part of

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a street or public highway in which there is, or is to be, located a sewer collector main of the Company, who shall file a signed application for new street service connection(s) to such premises and for sewer service to begin immediately following installation of the street service connection.

(2) "Street service connection" shall mean a pipe with appurtenances used to carry sanitary sewage from the curb line of the premises to the sewer collector main of the Company; this connection may also be referred to as a lateral.

500.5 Contributions or advances considered to be taxable income as defined by the Internal Revenue Service will be accounted for in the terms of the agreement. The Company has chosen the following methodology with regard to the ratemaking treatment of taxes resulting from contributions and customer advances:

Full gross-up: The Contributions In Aid of Construction (CIAC) or Customer Advances (CA) received by the Company is "grossed-up" to include the additional funds necessary to pay state and federal income taxes. The amount of the funds (CIAC or CA) must be sufficient to pay for the extension and pay for the state and federal income taxes.

The applicant will deposit with the Company, upon notice that the Company is prepared and able to go forward with the work, an amount in cash equal to: (1) the Estimated Cost, less (2) the Applicable Credit divided by (3) the Income Tax Expansion Factor, where items (1), (2) and (3) are to be determined as follows:

- (1) The Estimated Cost of the Applicant's Deposit shall include estimates of the cost of said collector main(s), manholes and any other facilities which the Company shall have decided are required to render adequate service.
- (2) The Applicable Credit shall be a credit equal to the amount produced by multiplying (a) the average Estimated Cost per foot of the extension by (b) thirty-five (35) feet, and by multiplying the product thereof by (c) the number of bona fide prospective customers who will be directly served by said extension.
- (3) The Income Tax Expansion factor shall be a fraction, expressed as a decimal, and shall be equal to 1.00 minus the value calculated by solving the following equation:

$$X = PTR + (1.00 - PTR) FTR$$

Where "PTR" is the negotiated Pennsylvania Income Tax

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Rate, expressed as a decimal, in effect for the taxable year during the aforesaid cash payment would be included in the Companies Pennsylvania taxable income. And where "FTR" is the negotiated Federal Income Tax Rate, expressed as a decimal, in effect for the taxable year during the aforesaid cash payment would be included in the Companies Federal taxable income.

500.6 When an agreement calls for the refunding of deposits, the Company will refund to the applicant, during the period of ten (10) years from the actual date of deposit, a Per-Customer Refund Amount for each additional bona fide prospective Customer for 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 that all or any part of the deposit not refunded within said ten year period shall become property of the Company. The Per-Customer Refund Amount shall be an amount equal to the average actual completed cost of thirty-five (35) feet of said extension divided by the aforesaid Income Tax Expansion Factor in effect during the year of refund.

500.7 At the conclusion of the project, there shall be a reconciliation of the actual costs incurred to the amount of the deposit that has been paid. If the actual cost exceeds the deposit, the Applicant shall be responsible for payment of the difference to the Company. If the deposit exceeds the actual cost, the Company shall refund the difference.

500.8 There shall be a reconciliation of the level of taxes applicable to the project when the Company determines its tax liability for state and federal government income tax purposes. Any differences between actual and estimated taxes shall be paid in the same manner as described in Section 500.7.

500.9 The tax rates contained in the calculation of the Income Tax Expansion Factor shall be negotiated by the North Heidelberg Sewer Company and the Applicant based upon that rate which the parties deem to be applicable to the income of the Company and the type of income tax return to be filed.

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500.10 Sample of Extension Deposit Agreement:

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between NORTH HEIDELBERG SEWER COMPANY hereinafter called the "NHSC," and \_\_\_\_\_ hereinafter called the "DEPOSITOR."

WHEREAS, the DEPOSITOR desires to extension of the sewer collector main(s) of the NHSC, as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: The NHSC contracts and agrees to install the sewer collector main(s), manholes and other facilities, if any, as shown on the plan hereto attached and made a part hereof, described and located as follows:

(LEAVE SPACE FOR DESCRIPTION)

SECOND: It is expressly understood and agreed that if the NHSC shall be delayed or prevented from installing the sewer collection main(s), manholes or other facilities, if any, hereinabove described, because of its failure to secure pipe, manholes, pump stations, or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, that if such failure or delay shall in performance shall extend for a period of more than one (1) year from the date thereof, then the DEPOSITOR shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the NHSC, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the DEPOSITOR shall not be invoked if the NHSC has received the construction material and the DEPOSITOR has made the deposit as hereinafter required, in which event the NHSC shall have the obligation to prosecute the work diligently to its completion.

THIRD: The DEPOSITOR hereby agrees to deposit with the NHSC, upon notice from the NHSC that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, an amount in cash equal to the estimated cost of the extension, including the estimated cost of said collector main(s), manholes and other facilities required to render adequate sewer service. At the NHSC's option, this amount shall be reduced by a credit equal to the amount produced by multiplying (i) the average estimated cost per foot of said main(s) together with manholes or other facilities required to provide adequate sewer service, by (ii) thirty-five (35) and the result by (iii) the number of bona fide prospective

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customers who will be directly served by said extension. Upon such written notice, a Preliminary Memorandum in the form attached hereto, shall be prepared and signed by both parties showing the deposit required in accordance with the foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached hereto shall be prepared and signed by both parties showing the deposit required based on (a) the actual cost of the extension, including the actual installation cost of the collector main(s), manholes and other facilities required to render adequate sewer service, less, if applicable, (b) the appropriate credit allowance based on actual cost. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the DEPOSITOR will deposit any additional amount shown to be due or the NHSC will refund to the DEPOSITOR any excess amount shown to have been deposited, it being the intent of this agreement that the deposit required shall be based on actual installation cost. If the actual installation cost exceeds the deposit as shown on the Preliminary Memorandum, the additional amount of required deposit must be made by the DEPOSITOR to the NHSC before the granting of refunds to the DEPOSITOR.

FOURTH: If the NHSC determines that refunds are applicable, the NHSC hereby agrees to refund to the DEPOSITOR during a period of ten (10) years from actual date of deposit an amount equal to the average actual completed cost of thirty-five (35) feet of said main(s), manholes and other facilities for each additional bona fide prospective customer for whom a street service connection shall be attached to such sewer 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 that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the NHSC.

FIFTH: The DEPOSITOR may request refunds, if applicable, under Paragraph FOURTH, once in each Calendar quarter, and shall furnish the NHSC, at such time, a listing of additional bona fide prospective customers; however, failure on the part of the DEPOSITOR to make request shall not constitute a waiver of any rights hereunder or relieve the NHSC of the obligation to make refunds with reasonable promptness.

SIXTH: The ownership of the sewer collector main(s), manholes and other required facilities installed hereunder shall at all times be in the NHSC, its successors and assigns.

SEVENTH: This agreement shall be valid and binding on the NHSC only when executed by its President.

EIGHTH: This agreement shall be binding upon the heirs,

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executors, administrators, successors and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the NHSC at PO Box 477, Robesonia Road and Rt. 183 N., Bernville, PA 19506, and to the DEPOSITOR at \_\_\_\_\_

TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the NHSC and the words, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in triplicate by the parties on the date as first above written.

NORTH HEIDELBERG SEWER COMPANY

WITNESS:

\_\_\_\_\_

BY

\_\_\_\_\_  
President

WITNESS:

\_\_\_\_\_

DEPOSITOR

\_\_\_\_\_

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500.11

PRELIMINARY MEMORANDUM

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the installation by the NHSC of a certain sewer collection system therein described. It is, therefore, agreed and stipulated:

- (a) Estimated Cost of collector Main(s) \$ \_\_\_\_\_
- (b) Estimated Cost of manholes, pump stations and other related facilities \_\_\_\_\_
- (c) Total \$ \_\_\_\_\_
- (d) Credit Allowances:
  - (i) (a) + (b) Above divided by feet of main(s) \$ \_\_\_\_\_
  - (ii) 35 \_\_\_\_\_
  - (iii) Number of bona fide prospective customers to be directly served by extension \_\_\_\_\_
  - (iv) Product of (i), (ii), and (iii) \_\_\_\_\_
- (e) Income Tax Expansion Factor \_\_\_\_\_
- (f) Amount of Deposit:
  - (c) minus (d) divided by (e) \$ \_\_\_\_\_

This Preliminary Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Dated: \_\_\_\_\_  
Date of Deposit

NORTH HEIDELBERG SEWER COMPANY

WITNESS:

By: \_\_\_\_\_, President

WITNESS:

DEPOSITOR

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FINAL MEMORANDUM

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the installation by the NHSC of a certain sewer collection system therein described. It is, therefore, agreed and stipulated:

- (a) Actual Cost of collector Main(s) \$ \_\_\_\_\_
- (b) Actual Cost of manholes, pump stations and other related facilities \_\_\_\_\_
- (c) Total \$ \_\_\_\_\_
- (d) Credit Allowances:
  - (i) (a) + (b) Above divided by feet of main(s) \$ \_\_\_\_\_
  - (ii) 35 \_\_\_\_\_
  - (iii) Number of bona fide prospective customers to be directly served by extension \_\_\_\_\_
  - (iv) Product of (i), (ii), and (iii) \_\_\_\_\_
- (e) Income Tax Expansion Factor \_\_\_\_\_
- (f) Amount of Deposit:
  - (c) minus (d) divided by (e) \$ \_\_\_\_\_

This Final Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Dated: \_\_\_\_\_  
Date of Deposit

NORTH HEIDELBERG SEWER COMPANY

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_, President

WITNESS: \_\_\_\_\_

DEPOSITOR \_\_\_\_\_