

Exhibit ‘P-1’

EXIT II WWTP, INC.

SPRINGFIELD AND SHREWSBURY TOWNSHIPS

YORK COUNTY, PENNSYLVANIA

**RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT
AND/OR DISPOSAL SERVICE TO THE PUBLIC IN
PORTIONS OF SPRINGFIELD AND SHREWSBURY TOWNSHIPS
YORK COUNTY, PENNSYLVANIA**

This Tariff Supplement cancels and supersedes Tariff Supplement No. 8 to Tariff Wastewater – Pa. P.U.C. No. 2 and implements the rate increase approved by the Commission in its Order entered December 4, 2008 at Docket No. R-2008-2049245

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Exit II WWTP, Inc.

Supplement No. 11 to
Tariff Wastewater - Pa. P.U.C. No. 2
Third Revised Page No. 2
Replacing Second Revised Page No. 2

LIST OF CHANGES

This tariff supplement cancels and supersedes Tariff Supplement No. 8 to Tariff Wastewater - Pa. P.U.C. No. 2 and increases rates in accordance with the Commission's Order of December 4, 2008 at Docket No. R-2008-2049245, calculated to produce additional annual revenues of approximately \$31,113 (31.14%). A tariff change is also made so that customers who have reserved EDUs but fail to pay their ongoing wastewater service charges lose their reserved capacity EDUs to the extent that they fail to pay the ongoing charges.

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PART I: SCHEDULE OF RATES AND CHARGES**Section A – Reservation Fee**

All Customers will be charged a reservation fee of \$10/gallon or \$3,500/EDU (1 EDU = 350 gallons/day). The minimum reservation fee is one EDU. Reservation fees are customer contribution in aid of plant construction and provision of service and are assessed on a one-time basis at the time of capacity nomination. No service will be provided, or capacity reserved, until payment of the reservation fee has been made. Where the Company determines that the Customer is utilizing more capacity than nominated, the Customer will pay an additional reservation fee equal to the utilized capacity if such capacity is available. If no such capacity is available, the Customer will reduce its usage to the level nominated or determined to be available by the Company until such time as additional capacity becomes available.

Section B – Wastewater Service Charge

1. Imposition of Charge: A wastewater service charge is hereby imposed upon the owner of each reserved capacity EDU, for service rendered or available to be rendered, and upon the owner of each improved property which is connected to the wastewater system, whether such use is direct or indirect, and shall be payable as provided herein.
2. Wastewater Service Charge Payable by Owner of Reserved Capacity EDU(s) Not Connected To Wastewater System: The wastewater service charge shall be payable by the owner of each reserved capacity EDU beginning with the earlier of the date of payment of the reservation fee or forty-five (45) days from the date indicated on the notice of availability of wastewater collection, treatment and disposal service. (C)

For reserved capacity EDUs not actually used in the discharge of domestic sanitary wastewater during such quarter, the wastewater service charge shall consist of a fixed charge per EDU reserved of \$50 per quarter. Non-payment of such charge for 2 or more quarters shall result in loss of reserved capacity EDUs, or portion thereof, equal to the amount due and owing and customers shall be required to make such payment, plus interest at 1 ½% per month, prior to connecting to the system, if such lost EDUs are not otherwise subscribed.

3. Wastewater Service Charge Payable by Owner of Improved Property Connected to Wastewater System: The wastewater service charge shall be payable by the owner of each improved property connected to the wastewater system commencing with the earlier of (a) the date of actual physical connection of an improved property to the wastewater system, or (b) Forty-five (45) days from the date indicated on the notice to connect.

The wastewater service charge applicable to any improved property connected to the wastewater system shall be calculated, imposed and collected on the basis of EDUs reserved and metered usage as indicated below where accurate usage information is available. Where accurate usage information is not available, one of the other methods set forth below may be utilized in the sole discretion of the Company:

a) Metered Rate Basis:

1) Where accurate metered usage data is available, the wastewater service charge for customers connected to the wastewater system will be determined as follows:

- (a) **Fixed Customer Charge:** \$335.55 per quarter (includes (I) the equivalent of one EDU of usage or 350 gallons per day applied to each quarterly billing period, to be calculated as 350 times the number of days in the billing period); plus
- (b) **Consumption Charge:** \$15.44 per thousand gallons (I) consumed in each quarter for the gallonage included in excess of the amount included in the fixed customer charge.

(c) **Calculation of Metered Consumption.** Where the Customer purchases water from York Water Company, the Company will utilize York Water Company's metered consumption as the basis for its charges. If the Customer is not served by York Water Company or if the Customer expects that its wastewater usage will differ significantly from its water usage, an approved meter (or meters) shall be installed by the Customer as directed by the Company, to meter water and/or wastewater usage as required to

implement the Schedule of Rates listed herein. The meter shall be installed and kept in service so that all usage is recorded. Upon discovery of a meter interruption, the Company will issue a billing adjustment to be determined by the Company as appropriate and in its sole discretion, except as otherwise ordered by the Commission.

2) Where metered usage demonstrates that the owner of improved property has purchased EDU's (and paid capacity allocation charges) representing more gallonage than is actually consumed or discharged, on average, for any consecutive twelve (12) month period, then the owner may request that the Company repurchase any such excess EDU's. However, the Company shall be under no obligation to repurchase any EDU's, and shall do so only where demand for wastewater treatment plant capacity exceeds the then current supply. The repurchase price shall equal the lowest price paid by the owner for any EDU without discount or premium.

b) Flat Rate Basis:

1) Each owner of improved property and/or customer billed on a flat rate basis shall be charged a wastewater service charge as a specific amount per EDU applicable to such improved property, as determined by the Company, from time to time. The number of EDU's applicable to each improved property shall be determined as follows:

<u>Description of Improved Property</u>	<u>Unit of Measurement</u>	<u>Number of EDU's per Unit of Measurement</u>
Residential Dwelling (year-round or seasonal)	Each Dwelling Unit.....	1
Retail Store, Professional Office or other Commercial Enterprise	1 to 10 employees Each additional 10 employees or fraction thereof	1 1

<u>Description of Improved Property</u>	<u>Unit of Measurement</u>	<u>Number of EDU's per Unit of Measurement</u>
Hotel, Motel or Boarding House (not including Restaurant Facilities)	1 to 3 rental rooms Each additional 3 room or fraction thereof	1 1
Restaurant, Club, Tavern or Other Retail Food or Drink	1 to 10 customer seats Each additional 10 seats or fraction thereof	1 1
Automobile Service Station or Commercial Repair Shop	1 to 10 employees Each additional 10 employees or fraction thereof	1 1
Beauty Parlor or Barber Shop (whether or not attached to or part of a dwelling unit)	First Chair Each additional chair.....	1 1
Multiple Family Dwelling and Apartments	Each Dwelling Unit or Apartment	1
Any User having a Commercial Garbage Grinder (i.e., ≥1 hp)	Each garbage grinder Each additional garbage grinder	1 1
Laundromat	1 to 3 washing machines Each additional 3 machines or fraction thereof	1 1
Car Wash (can be in Addition to any other Facility)	1 or 2 bays Each additional bay	1 1

<u>Description of Improved Property</u>	<u>Unit of Measurement</u>	<u>Number of EDU's per Unit of Measurement</u>
Educational / Institutional Establishment (including, but Not limited to Day Care Centers, Church Schools, and Health Care Facilities):		
<input type="checkbox"/> without Cafeteria, Gym or Showers	Per each 50 persons or fraction thereof.....	1
<input type="checkbox"/> with Cafeteria, no Gym or Showers	Per each 40 persons or fraction thereof.....	1
<input type="checkbox"/> with Cafeteria and Showers	Per each 33 persons or fraction thereof.....	1
Church (not including Parsonage, Kitchen or Social Hall Facilities)	Each property	1
Fire Company (not including Kitchen or Social Hall Facilities)	Each Property	1
Social / Community Hall	Each Property	1
Funeral Home	Each Property	1
Post Office	Each Property	1
Library	Each Property	1
Industrial Establishment (no process wastewater)	1 to 10 employees or fraction thereof.....	1
All other not mentioned above	To be determined by Company on a case by case basis	

2) The number of EDU's applicable to educational and institutional establishments shall be computed on the highest monthly average daily attendance of pupils (plus faculty, administrators and staff) for the twelve (12) months preceding the date of the applicable billing period. The owners of such facilities shall be responsible for continuously advising the Company, in writing, of the number of pupils, faculty, administrators and

staff in attendance, as an average daily figure, and at any other time upon written request by the Company.

- 3) The number of EDU's applicable to retail stores, professional offices and other commercial establishments shall be computed on the basis of the average number of full and part-time employees (including the owner(s) or employer(s)) for the **calendar quarter preceding the date of the quarter billing period**. The owners of such facilities upon written request shall be responsible for advising the Company, in writing, of the number of employees.
 - 4) To the extent that the use of any improved property is not adequately described above, the Company may use appropriate guidelines for determining domestic sanitary wastewater flows as promulgated by the Pennsylvania Department of Environmental Protection, at 25 Pa. Code §73.17. Sewage flows, from time to time.
 - 5) If the use or classification of any improved property is proposed to be changed by the owner, the owner shall notify the Company, in writing, thirty (30) days before such change is to take place, and the owner shall demonstrate to the Company that it owns sufficient EDU's to service the improved property after the proposed change. The Company shall allow no change of the use or classification, unless, in the sole discretion of the Company adequate EDU's are purchased by the owner and are allocated to the improved property.
 - 6) If the use or classification of any improved property changes, within a **quarter-annum billing period**, the Company will prorate the wastewater service charge. The appropriate credit or additional charge will appear on the statement for the next succeeding **quarter-annum billing period**.
 - 7) Flat Rate Charges: The quarterly wastewater service charges for connected customers shall be \$250 per EDU
- c) Estimated Rate Basis: The wastewater service charge may be based upon the Company's estimate of potable water consumed or domestic sanitary wastewater or industrial wastes discharged by any improved property in accordance with the metered rate schedule provided herein.

4. Wastewater Service Charge by Owner of Multiple Use Improved Property: In the case of multiple use improved property sharing a common connection to the wastewater system or a common structure, each such classification of improved property shall pay a separate wastewater service charge, as though it were housed in a separate structure and had a direct and separate connection to the wastewater system, computed in accordance with the provisions of this Part.
5. Strength of Waste Surcharge: A customer which discharges commercial or industrial wastes to the wastewater system having a B.O.D. greater than two hundred (200) milligrams per liter (mg/l), a suspended solids content greater than two hundred and forty (240) mg/l, a dissolved solids content greater than five hundred (560) mg/l, a total solids content greater than eight hundred (800) mg/l, a total phosphorus as P content greater than ten (10) mg/l or an ammonia nitrogen as N content greater than fifteen (15) mg/l, shall pay a strength of waste surcharge, computed in accordance with provisions of this Part, in addition to its applicable volume charge. The strength of the wastewater to be used for establishing the amount of this surcharge shall be determined periodically at the discretion of the Company either:
- a) by suitable sampling and analysis of such wastewaters for a consecutive three (3) day period during a time of normal business operation; or
 - b) from estimates made by the Company; or
 - c) from known relationships of products produced to strengths of such wastewaters for those commercial establishments and industries where such factors have been established.

In establishing such wastewater strengths for surcharge purposes by analysis, analyses shall be made in accordance with 40 CFR Part 136.

The applicable surcharge will be to increase the otherwise applicable charges to the customer by the percentage by which the strength of the waste exceeds each measured parameter as set forth in this paragraph. Thus, for example, a B.O.D. of 400 mg/l will double the customer's rates.

6. Owner and/or Customer to Provide Information to Company:
- a) The owner of any improved property and/or customer discharging wastewater into the wastewater system shall furnish to the Company all information deemed essential or appropriate by the Company for the determination of all applicable wastewater service charges and surcharges.

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The costs of obtaining such information shall be borne by such owner of the improved property and/or customer.

- b) In the event of the failure of the owner and/or customer to provide adequate information, the Company shall estimate the applicable wastewater service charge and surcharge based upon available information or until such time as adequate information is received. There shall be no rebate of past payment if the owner and/or customer refusal to provide such information results in overpayment.

Section C - Returned Check Charge

A charge of twenty-five dollars (\$25.00) will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payer's bank for any reason.

Section D - Late Payment Charge

A charge will be assessed to any customer who fails to pay the Company's invoice in a timely manner as provided by this tariff. A late payment charge of one and one-half percent (1 ½ %) per month of the overdue amount shall be assessed in the Company's subsequent invoice.

Section E - Short-Term Service Discontinuance or Restoration Charges

The fees for discontinuing and restoring billing service to an existing customer for a short-term shall be one-hundred dollars (\$100.00).

Section F - Prohibited Infiltration/Inflow Waters Charge

The owner of an improved property who fails to repair or correct the defects causing infiltration/inflow waters to flow into the wastewater system within ninety (90) days, after having received proper notice from the Company, will be assessed a fine of one hundred dollars (\$100.00) per day, until such remedial action is completed.

Section G - Loss of Reserved Capacity EDUs to Customers Not Paying Applicable Wastewater Service Charges

(C)

Customers who reserved EDUs by paying the Reservation Fee specified in Section A of this Tariff but who fail to pay the continuing charges under Section B for two or more quarters will be deemed to have lost such reserved capacity EDUs and such reserved capacity EDUs may be made available to other customers for payment of the applicable charges. If reserved capacity EDUs are available, a customer who has been deemed to have lost reserved capacity EDUs may pay past due charges and applicable late payment charges and recover such reserved capacity EDUs that are still available.

Section G – Failure to Cleanup and Remedy Prohibited Discharges Charge

Failure of the owner of an improved property and/or customer to satisfactorily cleanup and remedy any prohibited discharge within twenty-four (24) hours will result in a fine of five hundred dollars (\$500.00) per day for each day the contamination exists. The owner and/or customer shall additionally be responsible for payment of the remedial cleanup costs, as well as any costs to or damages or losses suffered by the Company as a result of any interference in operation of the wastewater system.

Section H – Connection Permit Application and Building Service Line Inspection Charge

A charge of one-hundred dollars (\$100.00) will be assessed to the owner of an improved property to cover the costs incidental to the processing of a Connection Permit Application and the inspection of the building service line following installation. This charge shall be payable when the Connection Permit Application is filed.

PART II: DEFINITIONS

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

1. Ammonia Nitrogen as N: Ammonia Nitrogen as determined by the procedure set forth in 40 CFR Part 136.
2. Applicant: Any person, association, partnership, corporation, society, trust, religious organization or other group or entity, including municipalities, authorities, school districts, state or federal governmental agencies and other units of government who has an interest in improved property located within the service territory, including property owners, tenants renting under a lease of one year or longer, persons who have entered into an agreement, or other persons having a similar interest who applies to become a customer of the Company in accordance with Part III, Section A, of this tariff. **The term does not include a customer who, within sixty (60) days after termination or discontinuance of service, seeks to transfer service within the service territory or to reinstate service at the same address.**
3. B.O.D. (Biochemical Oxygen Demand): The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard

laboratory procedure in five (5) days at twenty (20) degrees centigrade. The standard laboratory procedure shall be that found in 40 CFR Part136.

4. Building Service Line: The pipe or line beginning at the end of the Company service lateral and extending to the point of connection with building drain, the interior plumbing system of the structure or dwelling being serviced. Note: In the 2003 International Plumbing Code the Building Service Line is known as the Building Sewer.
5. Code: The International Codes' regulations, subsequent amendments thereto, or any emergency rule or regulations that the administrative authority having jurisdiction has lawfully adopted.
6. Code Official: The officer or other designated authority charge with the administration and enforcement of the International Codes, or a duty authorized representative.
7. Commercial Establishment: Any room, group of rooms, building or enclosure connected, directly or indirectly, to the Company's wastewater system and used or intended for use in the operation of a business enterprise for the sale and distribution of any product, commodity, article or service.
8. Commercial Waste: Any and all wastes discharged from a commercial establishment other than domestic sanitary wastewater.
9. Commission: The Pennsylvania Public Utility Commission.
10. Company: **Exit II WWTP, Inc.**, acting through its properly authorized agents or employees, each acting with the scope of the duties entrusted to him/her.
11. Company Collection Mains: A network of pipes located in public highways, streets, alleys or private right-of-ways for the purpose of gathering wastewater from individual structures or dwellings and conveying the flow to a wastewater pumping or treatment facility.
12. Company Service Lateral: The pipe or line extending laterally out from the Company collection main that connects to the building service line at the hypothetical or actual curb line, edge of the right-of-way or the actual property line.

13. Customer: A natural person or entity who is an owner of an improved property connected to the Company's wastewater system or lessee and who contracts with the Company for or receives wastewater collection, treatment and/or disposal service, whether or not such contract is in writing.
14. Domestic Sanitary Wastewater: Normal water carrying household and toilet wastes discharged from any improved property.
15. Dwelling Unit: Any room, group of rooms, house trailer, apartment, condominium, cooperative or other enclosure connected, directly or indirectly, to the Company's wastewater system and occupied or intended for occupancy as living quarters by an individual, a single-family or other discrete group of persons, excluding institutional dormitories.
16. Educational Establishments: Each room, group of rooms, building, house trailer, mobile home, connected directly or indirectly, to the Company's wastewater system and used or intended for use, in whole or in part, for educational purposes, including both public and private schools.
17. Equivalent Dwelling Unit or "EDU": The unit of measure by which a wastewater service charge shall be imposed upon each improved property, as determined in *Part I* of this tariff, which shall be deemed to constitute the estimated, equivalent amount of domestic sanitary wastewater discharged by a single-family dwelling unit in a single day. One (1) EDU shall be equal to three-hundred fifty gallons of wastewater per day.
18. Extension: An addition to the wastewater collection system to extend service into the Company's franchise territory in order to accommodate more than one connection.
19. Franchise Territory: The land area where the Company has the exclusive right to provide wastewater service in accordance with its Certificate of Public Convenience.
20. Garbage: The solid waste from cooking, dispensing of food and cleaning of soiled dishes, and from the handling and storage of vegetable matter in food preparation.
21. Headworks: The first treatment unit or wet well at the wastewater treatment plant.

22. **Improved Property**: Any property upon which there is erected a structure intended for continuous habitation, occupancy or use by human beings or animals and from which structure domestic sanitary wastewater and/or commercial or industrial wastes shall be or may be discharged.
23. **Industrial Establishment**: Any improved property, used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article, or any other improved property from which wastes, in addition to domestic sanitary wastewater, shall or may be discharged.
24. **Industrial Waste**: Any and all wastes discharged from an industrial establishment other than domestic sanitary wastewater.
25. **Infiltration**: Any groundwater entering the Building Service Lines through defective joints and cracks in pipes.
26. **Inflow**: Any water discharged into Building Service Lines from foundation and roof drains, floor drains, sump pumps, outdoor paved areas, cooling water from air conditioners, and unpolluted waters from commercial, educational, industrial and institutional establishments.
27. **Institutional Establishment**: Any room, group of rooms, buildings or other enclosure connected, directly or indirectly, to the wastewater system, including institutional dormitories, and educational establishments, which do not constitute a commercial establishment, a residential dwelling unit or an industrial establishment.
28. **Interference**: A discharge which, alone or in conjunction with a discharge from other sources, does the following:
- a) Inhibits or disrupts the wastewater treatment facilities, its treatment processes or operations or its biosolids processes, use or disposal.
 - b) Is a cause of a violation of a requirement of the Company's NPDES permit – including an increase in the magnitude or duration of a violation – or of the prevention of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issued there under – or more stringent State or local regulations:
 - 1) Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).

- 2) The Solid Waste Disposal Act (SWDA) (42 U.S.C.A. § § 6901 – 6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA).
 - 3) Regulations contained in the State’s biosolids management plan prepared under Subtitle D of the SWDA, the Clean Air Act (42 U.S.C.A. § § 7401 – 7642), the Toxic Substances Control Act (15 U.S.C.A. § § 2601 – 2629) and the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C.A. § § 1431 – 1434; 33 U.S.C.A. § § 1401, 1402, 1411 – 1421 and 1441 – 1445).
29. Large Consumer: A customer whose metered or estimated consumption of water or volume of domestic sanitary wastewater discharged is in excess of eight thousand two hundred and fifty (8,250) gallons per calendar quarter in the case of a dwelling unit, and any commercial establishment, educational establishment, institutional establishment or industrial establishment, regardless of water consumption or volume of domestic sanitary wastewater or industrial wastes discharged.
30. Meter: Any device for the purpose of recording water consumption or the volume of wastewater discharged.
31. Multiple Use Improved Property: Any improved property upon which there shall exist any combination of a dwelling unit, commercial establishment, industrial establishment, educational establishment or institutional establishment.
32. Nonresidential Service: Wastewater service supplied to a commercial establishment, industrial establishment, educational establishment, institutional establishment, or to a trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.
33. NPDES permit: A permit or equivalent document or requirement issued by the Environment Protection Agency, or if appropriate, by the Pennsylvania Department of Environmental Protection, to regulate the discharge of pollutants under Section 402 of the Clean Water Act (33 U.S.C.A. § 1342).
34. Nuisance: A public nuisance as known in common law or in equity jurisprudence; whatever is dangerous to human life or detrimental to health.

35. Owner: Any person vested with title, legal or equitable, sole or partial, of any improved or unimproved property or reserved capacity EDU.
36. Person: Any individual, partnership, company, association, society, trust, corporation or other group or entity, including municipalities, municipal authorities, school districts and other units of government, and lessee, assignee, receiver, executor, administrator and other successors in interest.
37. pH: The logarithm of the reciprocal of the concentration of hydrogen ion, expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance.
38. Pollutants: Dredged spoil, solid waste, incinerator residue, filter backwash, wastewater, garbage, wastewater treatment biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, commercial and industrial wastes, and certain characteristics of wastewater. **(Refer to Section F of this tariff)**
39. Premises: Unless otherwise indicated, the residence of the customer.
40. Pretreatment: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the Company collection and treatment facilities. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by dilution the concentration of the pollutants unless allowed by an applicable pretreatment standard.
41. Pretreatment Program: A program administered by the Company that has been approved by the Environmental Protection Agency under 40 CFR 403.11 (related to approval procedures for pretreatment programs and granting of removal credits).
42. Properly Shredded Garbage: Garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the Company's Collection Mains, with no particle greater than one-half (1/2) inch in any dimension.

43. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for wastewater collection, treatment, or disposal to the public.
44. Reserved Capacity EDU: Any EDU purchased or contracted to be purchased by any person or owner of unimproved property or improved property (for the further development or improvement of such property), which EDU has not been used to service any structure or improved property and remains available for use.
45. Residential Service: Wastewater service supplied to an individual, single-family residential dwelling unit, including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Wastewater service provided to a hotel or motel is not considered residential service.
46. Regulatory Agency: Agencies, including but not limited to the Commission (PUC), the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), and the River Basin Commissions, which have authority over the operations and/or discharges into and/or from the Company's wastewater treatment facilities.
47. Septic Tank Waste: Waste containing only human excrement and gray water (household showers, dishwashing operations, etc.) from on-lot systems, and from holding tanks used in temporary situations and in vessels, campers, trailers, including chemical toilets.
48. Service Territory: Is the actual land area where the Company has collection facilities available to provide wastewater service.
49. Sludge: Any discharge of water, wastewater, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
50. Special Utility Service: Any wastewater service that:
- a) exceeds that required for one (1) EDU of domestic sanitary wastewater discharge;
 - b) is temporary service less than one (1) year or seasonal; or

- c) the wastewater discharge needs are already adequately met by an alternative means.
51. Street: Any street, road, highway, lane, avenue, court, cul-de-sac, alley public way or public square, including such streets as are dedicated to public use.
52. Storm Water: Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
53. Storm Water Collection System: A separate network of gutters, ditches, swales, pipes and inlets which receives discharges of storm water and/or conveys surface water, subsurface drainage or storm water from buildings, grounds, parking lots, streets, etc. but excludes wastewater.
54. Tariff: All of the service rates, charges, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
55. Termination of Service. Cessation of service, whether temporary or permanent, without the consent of the customer.
56. Total Phosphorus as P: Total phosphorus as determined pursuant to the procedures set forth in 40 CFR Part 136.
57. Total Solids: Solids determined by evaporating at one hundred (100) degrees centigrade a mixed sample of wastewater as determined pursuant to the procedures set forth in 40 CFR Part 136. Total Solids include floating solids, suspended solids, settleable solids and dissolved solids.
- Suspended Solids: Total suspended matter that either floats on the surface of, or is suspended in wastewater and that is removable by laboratory filtering as prescribed in 40 CFR Part 136.
- Settleable Solids: Solids that settle in an imhoff cone from a standard sample of wastewater.
- Dissolved Solids: Solids that are dissolved in the wastewater which cannot be settled, but can be determined by evaporation.
58. Toxic Substances: Any substances where gaseous, liquid or solid waste which, when discharged to the Company's facilities in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to

human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from the wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

59. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including domestic sanitary wastewater but excluding unpolluted, storm and ground waters.
60. Wastewater: A combination of the water-carried wastes from an improved property, together with such ground, surface and storm water as may be present in Company collection mains and laterals.
61. Wastewater Service Charge: The annual rental or charge imposed by the Company hereunder, as amended from time to time, against the owner of each improved property and/or customer, for the use of the wastewater system, and against the owner of each reserved capacity EDU.
62. Wastewater System: All facilities, at any particular time, acquired, constructed, operated, and/or owned by the Company, for collecting, transporting, pumping, treating and disposing of wastewater.
63. Unimproved Property: Any property upon which there exists no structure intended for continuous or periodic habitation, occupancy or use by human beings or animals.

PART III: RULES AND REGULATIONS***Section A - Application for Service.***

1. **Service Application Required:** All applications for service must be in writing on a Application Form provided by the Company and signed by the owner or owners of the property to which wastewater service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of one (1) year or longer, the lessee may request service as an applicant. An application for residential wastewater service shall only be made by an adult occupant whose name appears on the mortgage, deed or lease of the property. All applications must be approved in writing by the Company and a Sewer Service Agreement executed before facilities are utilized.
2. **Change in Ownership or Tenancy:** A new application must be made to the Company upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Company shall have the right to discontinue or otherwise interrupt wastewater service upon three (3) days notice if a new application has not been made and approved for the new customer.
3. **Acceptance of Application:** An application for service shall be considered accepted by the Company only upon written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application. The application may be approved or rejected by the Company in accordance with 52 Pa. Code §56.32, pertaining to credit standards. The person or persons making the application must sign the same, and will be considered the customer(s) under the contract and will be responsible for all charges and proper observance of the Rules and Regulations. Any other adult occupant whose name appears on the mortgage, deed or lease of the property will also be treated as a customer and is also liable for billed service even if this person has not signed the application.
4. **Application Form:** An Application for Service form can be obtained at the Company's local business office, presently located at ***37 West Market Street, Suite 6, York, PA 17401.***
5. **Temporary Service:** In the case of temporary service for short-term use, the Company may require the customer to pay all costs of making the Company

service lateral connection and for its removal / abandonment after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses.

6. Service Outside Exit II Industrial Park. The Company will entertain requests for service from Customers located outside of the Exit II Industrial Park (i.e., off-Park) located in the Townships of Springfield and Shrewsbury in York County. However, those Customers, in addition to the standard reservation and operating fees, will be subject to supplemental conditions enumerated under Section B, (Construction and Maintenance of Owners' Facilities), in this tariff.

Section B - Construction and Maintenance of Owner's Facilities.

1. Building Service Line Connection Permit Required: No building service line shall be connected to the Company's wastewater system except under the observation and approval of the Company's authorized representative.
2. Building Service Line: The building service line shall be furnished, installed, maintained in good repair, and replaced, when necessary, by and at the sole expense of the owner. The Company shall rely on the regulations of the International Plumbing Code for the general requirements for the erection, installation, alteration, repairs, relocation, replacement, addition to, use and maintenance of the building service line. Connection to the Company's wastewater facilities may not occur unless the owner provides written proof (a notice of approval issued by the code official) that the building service line passed the testing and inspection requires in accordance with Section 107 of the International Plumbing Code. The Company's authorized representatives or agents of the Company shall inspect the physical connection of the building service line with its service lateral before this work is backfilled.
3. Owner's Responsibilities: All building service lines, connections, cleanouts, traps, interceptors, separators and screens furnished by the owner shall be maintained by the owner in good working order. All pipes, connections, couplings, valves, meters and fixtures furnished by the Company and are on property owned or leased by the customer shall be protected properly by the customer. When there is a backup in the premises, the customer should contact the Company's office to report the problem. The Company will dispatch an authorized representative or agent to inspect its facilities to insure that they are not the cause of the problem and will inform the caller of their findings. This inspection service is provided free of charge. The owner is responsible for the immediate repair of any leaks or

blockages in the building service line. The Company shall not be liable for any damage or expense resulting from leaks, stoppages or defective plumbing or from any other cause occurring to any premises or within any building or structure when such damage or expense is found to have resulted from stoppage, damage or defects in the building service line. The Company shall not be liable for a deficiency or failure of service when occasioned by an emergency, required repair, or failure from any cause beyond its control.

4. Right to Reject and Test: The Company may refuse to connect with any building service line or furnish service through a service line already connected if such service line is not properly installed, maintained, tested, repaired or replaced to the satisfaction of the Company. The Company at any time may request a Gravity Sewer Test be preformed on the building service line, at the sole expense of the owner, whenever it has evidence the service line is leaking excessively. The leakage is excessive when the groundwater flow exceed one hundred (100) gallon per inch of nominal diameter per mile of pipe per day.
5. Individual Building Service Line Requirements: Except as otherwise expressly authorized by the Company, each individual structure or dwelling shall be served only through a separate service line connected directly to the Company service lateral, and that this service line shall not serve any other structure or dwelling. No additional attachment may be made to any building service line for any purpose without the express written approval of the Company.
6. Connection to Company's Collection Main or Service Lateral: No connection shall be made to the Company collection main, or to an existing Company service lateral, nor detachment from it, except under the direction and control of the Company. All such connection shall be the property of the Company and shall be accessible to it and under its control. The Company will normally furnish, install and maintain all service laterals from the collection main to the curb, edge of right-of-way or property line and the connection thereto.
7. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new residential construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use that the Commission has determined is technologically feasible and economically justified.
 - a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
Lavatory and sink faucets	2.2 gpm at 60 psi
Shower head	2.5 gpm at 80 psi
Water closet	1.6 gallons/flush cycle
Urinal	1.0 gallons/flush cycle

- b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.
8. Owner's Pumping Units: When a pump or ejector is required to use the Company's system, it shall be the owner's responsibility to purchase, install, operate, maintain, trouble-shoot, repair and replace the unit. The unit shall be designed to conform to the requirements of Section 712 of the International Plumbing Code.
9. Connections to Pre-Existing Connectors and Old Drains: Connections will be permitted to pre-existing connectors placed in position when the sewer service line was constructed, or by sewer line cuts, or into manholes already provided, at the discretion of the Company's authorized representative. No old drains shall be used unless specifically accepted by a Company representative
10. Steam pipes and vent pipes: No steam pipes shall be connected to Company sewer lines. All trenches shall be maintained free of water during construction. Any existing vent pipe from a trap which permits surface water to enter the sewer system shall be repaired so that the top of the said vent pipe is at least six (6") inches above the top of the adjacent ground level.
11. Alterations and Additions: No alterations or additions to any connection with the Company's sewer lines shall be made, unless the Customer desiring to make the alterations shall first receive permission from the Company.
12. Meters: If the Customer is not served by York Water Company or if the Customer expects that its wastewater usage will differ significantly from its water usage, an approved meter (or meters) shall be installed by the Customer as directed by the Company, to meter water and/or wastewater usage as required to implement the Schedule of Rates listed herein. The meter shall be installed and kept in service so that all usage is recorded. Upon discovery of a meter interruption, the Company

will issue a billing adjustment to be determined by the Company in its sole discretion, except as otherwise ordered by the Commission.

13. Customers Outside of Exit II Industrial Park: Customers located outside the Exit II Industrial Park (off-Park) will receive service only if those Customers build and install main and connector lines to the Industrial Park at their own expense.

Section C - Termination and Restoration of Service.

1. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
- a) making an application for service that contains material misrepresentations;
 - b) failure to repair any known leaks in building service line;
 - c) connecting, or failure to remove the connection, of any source of storm water, surface water, ground water, roof runoff and/or uncontaminated water from air-conditioning system, swimming pools and so forth;
 - d) tampering with any building service line, lateral connection, or installing or maintaining any unauthorized connection;
 - e) theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;
 - f) failure to pay, when due, any charges accruing under this tariff;
 - g) discharge of any prohibited substance listed in Section F into the Company's system;
 - h) failure to allow Company reasonable access to customer's property to inspect, investigate, read, sample, notify, maintain, repair, shutoff, etc.;
 - i) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local code enforcement officer or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with; or
 - j) material violation of any provision of this tariff.

2. **Restoration Charge:** Whenever service is terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the customer of a restoration charge, and if service was terminated under Rule 2, the curing of the problem(s) that gave rise to the termination.

Section D - Billing and Collection.

1. **Issuance of Bills:** The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. **Billing Due Date:** The due date for payment of a bill for nonresidential service shall be not more than thirty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.

Failure to receive a bill shall not relieve a Customer from its payment obligation. The presentation of bills to Customers is a matter of accommodation and not a waiver of this Rule.

For bills paid by mail, the date of the Postal Service postmark is considered the payment date.

3. **Late-Payment Charge:** All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. **Change in Billing Address:** Where a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.
5. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for wastewater service. Where a customer remittance to the Company includes payment for any non-wastewater services, proceeds will be applied first to pay all outstanding regulated utility charges.

6. **Return Check Charges:** The customer will be responsible for the payment of a charge, for each time a check presented to the Company for payment on a customer's utility bill, for either wastewater or non-wastewater service, if the check is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge, which may be assessed against the customer by the bank.
7. **Disputed Bills:** In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the customer.
8. **Utility Bill Adjustment Policy for Metered Rate Customers:** When a metered customer of the Company believes they are entitled to relief, they will present their facts in writing to the Business Office no less than ten (10) days from the date of the bill transmittal. Metered Rate bill adjustments will only be considered if the metered usage for the quarter exceeds the previous quarter's usage by 20% or more. The Company at its discretion may charge a fee of up to 50% of the costs it incurs for outside services to research the issue if the Company determines that an adjustment is in fact appropriate and 100% of the costs it incurs from outside services to research the issue if the Company determines that an adjustment is appropriate. If an adjustment is appropriate, the Company will make such adjustment. The customer whose rate is based on domestic water meter readings must prove the excess water usage did not enter the wastewater system to be considered for relief. Normal usage such as automobile washing or pool maintenance will not be considered for relief. The customer must respond to the possible leak and take corrective action in an expeditious manner as soon as they become aware of a problem. The customer must present information explaining the corrective action taken to prevent this problem from occurring again. The Company will notify customers of exceeding higher than normal meter readings. Any excess usage from neglect or failure to perform proper maintenance, after

being notified by the Company of such maintenance concerns, will not be considered for relief. In the event a customer challenges the accuracy of the meter, the process and fee for testing will be as specified at 52 Pa. Code §65.8 Meters.

Section E – Deposits.

1. Residential Customers:

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

2. Nonresidential Customers:

- a) **New Applicants**—A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for

one (1) billing period plus the estimated bill for one (1) additional month's service.

- b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- c) Deposit Refunds and Interest—A deposit will be refunded if the customer pays all bills on time over a twelve (12) month period or if service is discontinued and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

Section F - Wastewater Control Regulations.

1. General Prohibitions:

- a) No customer shall introduce or cause to be introduced into the wastewater system any pollutant or wastewater that causes a pass through or interference. This applies to all customers whether or not they are subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirements.
- b) No storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and other uncontaminated water unless specifically authorized in writing from the Company shall be admitted. The use of uncontaminated water to dilute other contaminated wastewater to comply with established limitations shall be prohibited.

2. Prohibited Wastewater Discharges: No person shall cause or permit to be discharged into the Company's wastewater system any pollutants, substances, or wastewater having any of the following characteristics:

- a) Wastewater containing any gasoline, benzene, naphtha, fuel oil or other explosive liquids, solids or gases which by reason of their nature or quality may cause a fire or explosion, or be in any other way injurious to persons, the structures, or equipment of the wastewater system, or its operation.
- b) Wastewater, either liquid or vapor, having a temperature higher than 120°F or lower than 32°F. When higher temperatures exist, cooling methods shall be subject to the review and approval by the Company. In no case will discharged wastewater be allowed to cause the temperature of the

- wastewater at the headworks of the treatment plant to exceed 40° C (104° F).
- c) Wastewater having a pH lower than six point zero (6.0) or higher than nine point zero (9.0) standard units, or having any corrosive properties capable of causing damage or hazards to structures, equipment or personnel, or interferes with the proper operation of the wastewater system.
 - d) Wastewater containing noxious or malodorous gases or substances which, either singly or by interaction with other wastewater or other pollutants, is likely in the opinion of the Company to create a public nuisance or hazard to life, or prevent entry into the Company collection mains for their maintenance or repair.
 - e) Wastewater containing ashes, cinders, sand, litter, mud, straw, shavings, metal, glass, tar, rubber, plastics, wood, rags, cotton, wool or other fibers, chemical or paint residues, feathers, hair and fleshing, bone, entrails, whole blood, paunch, manure, butcher's offal, 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 the Company collection mains or otherwise interferes with the proper operation of the wastewater system.
 - f) Wastewater containing any garbage that has not been properly shredded by household type garbage grinder. The installation and operation of any garbage grinder equipped with a motor of one (1-hp) horsepower or greater shall be subject to the review and approval by the Company.
 - g) Wastewater containing solids of such character and quantity that special and unusual attention is required for their handling.
 - h) Wastewater containing any pollutants or substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.
 - i) Wastewater containing pollutants or substances detrimental to the operation of the Company's wastewater treatment plant and/or collection mains causing erosion, corrosion or deterioration to the pipes, equipment and structures.
 - j) Wastewater containing fat, wax, grease, tar or oil of petroleum origin, whether emulsified or not, in excess of one hundred (100) mg/l, or petroleum oil, nonbiodegradable cutting oil or petroleum products of

- k) mineral oil origin in amounts that will cause interference or pass-through at the wastewater treatment facilities.
- l) Wastewater containing more than ten (10) mg/l of any of the following gases: hydrogen, sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- m) Wastewater containing toxic or poisonous pollutants or substances, in a sufficient quantity to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the Company collection mains. Toxic pollutants or substances shall include, but not be limited to wastewater containing cyanide, chromium, cadmium, mercury, copper, nickel, or materials listed as hazardous materials.
- n) Wastewater containing any pollutant or substance which may cause the wastewater treatment process to be in noncompliance with biosolids use, recycling or disposal criteria pursuant to guidelines or regulations developed under Section 405 of the Federal Act, the Clean Air Act or criteria for biosolids management and disposal developed by the Department of Environmental Protection.
- o) Wastewater containing any isotopes or other radioactive materials.
- p) Wastewater containing any color which may not be removed in the wastewater treatment process.
- q) Wastewater containing any pollutants or substances, including conventional pollutants or substances released at a flow rate and/or concentration that may cause interference with the operation of the wastewater system.
- r) Wastewater containing pollutants or substances which may solidify or become viscous at temperatures between 0° C (32° F) or 60° C (104° F).
- s) Wastewater containing pollutants or substances that alone or in combination may result in the release of toxic gases, vapors, or fumes in a quantity that will cause acute worker's health and safety problems.
- t) Wastewater containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.

- u) Wastewater containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- v) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

Phenolic Compounds, e.g., as C ₆ H ₅ OH	1	mg/l
Cyanides as CN	0	"
Cyanates as CNO	0	"
C.B.O.D. (5 day)	300	"
Iron as Fe	3	"
Trivalent Chromium as Cr plus three	.05	"
Hexavalent Chromium as Cr. Plus six	.05	"
Nickel as Ni	.05	"
Copper as Cu	0.5	"
Lead as Pb	0.5	"
Zinc as Zn	0.5	"
Mercury as Hg	0	"

3. Sampling and Analysis:

- a) The strength of any commercial or industrial waste, discharged to the 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 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 relationship of products, produced to strengths established. In establishing waste strengths for treatment purposes, the analysis shall be made by an acceptable method.
- b) The Company may require the exclusion from the 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 system.
- c) Where, in the opinion of the Company, a significant amount of wastewater is involved, the customer shall install, as part of the building service line, a manhole for the purpose of sampling, measurement, and observation of the

discharge. The manhole will be constructed according to Company specifications and in a manner that insures accessibility at all times.

- d) All measurements, sampling, testing and analyses of the characteristics of waters and wastewaters to which reference is made in the Rules and Regulations of the Company, shall be determined in accordance with 40 CFR Part 136.
 - e) All inspections, measurements, sampling, testing and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the inspections, sampling, measurements, testing and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation, then the customer shall be required to pay all costs incurred in remedying the situation. Otherwise, the costs involved are to be born by the Company. Costs assessed against a customer pursuant to this Section, shall be in addition to any other fees charged by the Company. The costs shall be payable within thirty (30) days of presentation of an invoice.
 - f) Where the Company deems it advisable, it may require any customer discharging wastewater to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a metering device to continuously measure and record the flow of the wastewater so discharged.
4. Disposal of Wastes From Holding and Septic Tanks or Cesspools: No person shall dispose of wastes from holding and septic tanks, cesspools, or other such sources of domestic waste to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be immediately reported to the Company and said customer shall reimburse Company for the costs of repairs.

7. Emergency Termination of Service: If a violation consists of the discharge of an explosive or flammable material or any other material which is highly toxic or creates a toxic gas so that there is imminent danger to the personnel, property or treatment process of the Company, or to the public or the environment, then the Company shall take whatever action is necessary to halt service and to protect the life and property.

Section G – Company Collection Main Extensions for a Bona Fide Service Applicant

General Provisions

1. The Company will extend existing service connections and mains for any bone fide prospective Customer making application for sewer service. Such extensions will be made at Customer cost subject to the provisions of Subsection (B) below, unless otherwise waived by the Company.
2. When an extension to serve a bona fide prospective Customer is required or requested, such extension may be made under the terms of either an “Extension Deposit Agreement” (see Section 3.2), or a “Non-Refundable Contribution Agreement” (see Section 3.3), as hereinafter set forth, as well as any “Preliminary Memoranda” (see Section 3.4 and/or “Final Memoranda” (see Section 3.5) as required in the respective agreement. The bona fide prospective Customer request the extension shall be given the option of entering into an Extension Deposit Agreement or a Non-Refundable Contribution Agreement provided however, the Company shall have the unqualified right to require that the requested extension be made pursuant to an Extension Deposit Agreement if, in the Company’s sole judgment, it determines that construction of the requested extension pursuant to a Non-Refundable Contribution Agreement would not be economically justified or otherwise in the interest of the Company and its other Customers. The Company retains the exclusive right to determine the type and size of service connection and mains to be installed and other such facilities required to render adequate service, which may include, at the Company’s exclusive discretion, sampling manholes.
3. The Company may, at its exclusive discretion, provide sewer service to Customers located outside, but in the general vicinity of, the Exit #2 Industrial Park only if those Customers seeking sewer service build and install connector lines in size, type and configuration acceptable to the Company, at Customer expense, to the Exit #2 Industrial Park main.

3.1. EXTENSION DEPOSIT AGREEMENT (SAMPLE)

THIS AGREEMENT entered into this _____ day of _____, 19____, by and between _____, hereinafter called the "COMPANY" and _____, hereinafter called the "DEPOSITOR."

WHEREAS, the DEPOSITOR desires extension of the sewer mains of the COMPANY, as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: The COMPANY contracts and agrees to lay the sewer main(s) (and other facilities, if any) as shown in red on the diagram 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 COMPANY shall be delayed or prevented from installing the sewer main(s) (and other facilities, if any) hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the DEPOSITOR shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, 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 COMPANY has received the construction material and the DEPOSITOR has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The DEPOSITOR hereby agrees to deposit with the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in paragraph FIRST hereof, 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 shall be the estimated cost of the extension, including the estimated cost of said main(s) and all other related estimated cost of any other facilities and services 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 Pennsylvania Corporate Net Income Tax Rate expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in the COMPANY's Pennsylvania taxable income. And, where "FTR" is the Federal Corporate Income Tax Rate, expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in the COMPANY's Federal taxable income.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with the forgoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension including the actual installation cost of the mains and other facilities, for the Estimate Cost and in calculating the Applicable Credit. 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 COMPANY 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 costs exceed the deposit require as shown on the Preliminary Memorandum, the additional amount of required deposit must be made by the DEPOSITOR to the COMPANY before the granting of refunds to the DEPOSITOR.

FOURTH: The COMPANY hereby agrees to refund to the DEPOSITOR during the period of ten (10) years from actual date of deposit a Pre-Customer Refund Amount for each additional bona fide prospective Customer for whom a 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 with in said 10-year period shall become the property of the COMPANY. The Pre-Customer Refund Amount shall be an amount equal to the average actual completed cost of thirty-five (35) feet of the said extension divided by the aforesaid Income Tax Expansion Factor in effect during the year of refund.

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

SIXTH: The ownership of the main(s) laid and installed hereunder shall at all times be in the COMPANY, its successors and assigns.

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

EIGHTH: This agreement shall be binding upon the heirs, 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 COMPANY at _____
(Address of Company)
and to the DEPOSITOR at _____
(Address of Depositor)

TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, 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 hereto on the date first above written.

COMPANY

WITNESS:

BY _____
Vice President

WITNESS:

DEPOSITOR

3.2. NON-REFUNDABLE CONTRIBUTION AGREEMENT (SAMPLE)

THIS AGREEMENT entered into this ____ day of _____, 19__, by and between _____, hereinafter called the "COMPANY" and _____, hereinafter called "CONTRIBUTOR."

WHEREAS, the CONTRIBUTOR desires extension of the sewer mains of the COMPANY, as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: The COMPANY contracts and agrees to lay the sewer main(s) (and other facilities, if any) as shown in red on the diagram 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 COMPANY shall be delayed or prevented from installing the sewer main(s) (and other facilities, if any) hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date thereof, the CONTRIBUTOR shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the CONTRIBUTOR shall not be invoked if the COMPANY has received the construction material and the CONTRIBUTOR has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The CONTRIBUTOR hereby agrees to deposit with the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, 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 shall be the estimated cost of the extension, including the estimated cost of said main(s) and all other related estimated cost of

any other facilities and services 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 Pennsylvania Corporate Net Income Tax Rate expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in the COMPANY's Pennsylvania taxable income. And, where "FTR" is the Federal Corporate Income Tax Rate, expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in the COMPANY's Federal taxable income.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with the forgoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension including the actual installation cost of the mains and other facilities, for the Estimate Cost and in calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the CONTRIBUTOR will deposit any additional amount shown to be due or the COMPANY will refund to the CONTRIBUTOR 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 costs exceed the deposit require as shown on the Preliminary Memorandum, the additional amount of required deposit must be made by the CONTRIBUTOR to the COMPANY.

FOURTH: The ownership of the main(s) laid and installed hereunder shall at all times be in the Company, its successors and assigns.

FIFTH: This agreement shall be valid and binding on the COMPANY only when executed by its President or Vice President.

SIXTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

SEVENTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at _____
(Address of Company)

and to the CONTRIBUTOR at _____
(Address of Contributor)

EIGHTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, 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 hereto on the date first above written.

COMPANY

WITNESS:

BY _____
Vice President

WITNESS:

CONTRIBUTOR

3.3. PRELIMINARY MEMORANDUM (SAMPLE)

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 COMPANY of certain sewer service connections therein described. It is, therefore, agreed and stipulated:

- (a) Estimated Cost of main(s) \$ _____
- (b) Estimated Cost of laterals & valves, \$ _____
if applicable
- (c) Estimated cost of other facilities \$ _____
- (d) Total \$ _____
- (e) Credit Allowance:
 - (i) (a) + (c) 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), (iii) \$ _____
- (f) Income Tax Expansion Factor \$ _____
- (g) Amount of deposit: (d) minus (e) divided by (f) \$ _____

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

Dated: _____
Date of Deposit

COMPANY

Exit II WWTP, Inc.

Supplement No. 11 to
Tariff Wastewater - Pa. P.U.C. No. 2
Original Page No. 45

WITNESS: _____

BY _____
Vice President

WITNESS: _____

DEPOSITOR

3.4. FINAL MEMORANDUM (SAMPLE)

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 Company of certain sewer service connections therein described. It is therefore, agreed and stipulated:

- | | | | |
|-------|--|----------|----------|
| (a) | Estimated Cost of main(s) | \$ _____ | |
| (b) | Estimated Cost of laterals & valves,
if applicable | \$ _____ | |
| (c) | Estimated cost of other facilities | \$ _____ | |
| (d) | Total | | \$ _____ |
| (f) | Credit Allowance: | | |
| (i) | (a) + (c) 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), (iii) | | \$ _____ |
| (f) | Income Tax Expansion Factor | | \$ _____ |
| (g) | Amount of deposit: (d) minus (e) divided by (f) | | \$ _____ |

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

Dated: _____
Date of Deposit

COMPANY

WITNESS:

BY _____
Vice President

WITNESS:

DEPOSITOR

3.5. SEWER SERVICE AGREEMENT (SAMPLE)

This Sewer Service Agreement (“Agreement”) constitutes a contract for service between Exit II WWTP, Inc. (“Exit II” or “Company”) and _____, the Customer, subject to the provisions listed below, as well as those embodied in Exit II Tariff Sewage Pa. P.U.C. No. 1, as periodically modified with Pennsylvania Public Utility Commission approval.

A. The Agreement must be signed by an owner of the property to which service will be provided except where a property lessee occupies or otherwise uses the property for a fixed term of at least six (6) months, in which case a lessee may enter into an Agreement in his/her name.

B. Proper and timely notice must be made to the Company upon any ownership change. A new Agreement must be signed and made to the Company upon any ownership change where the property owner is the Customer, or upon any lessee change where the lessee is the Customer. The Company retains all rights to terminate or interrupt service, upon three (3) days’ notice, if a new Agreement has not been made by the new Customer and approved by the Company.

C. In the case of temporary service for short-term use, the Company may require the Customer to pay all costs in making the service connection and removing the material after the service has been discontinued, or to pay a fixed amount to the Company in advance to cover such expenses. However, if any material is removed, the Customer shall be credited with the reasonable salvage value the Company may receive upon service discontinuance.

D. The Company will make all service connections to its collection mains and will furnish, install and maintain all Company service lines for Customers who are occupants of the Exit #2 Industrial Park (“Park”). Customers must furnish, install and maintain all lines (plumbing, connectors, etc.) leading up to the Company service line. Customers located outside the Park must build and install connector lines at their own expense to the Company’s collection system inside the Park. All Company service lines shall be maintained by the Company and paid by the Customer.

E. No person shall uncover, connect with, make any opening into or use, alter or disturb in any manner any sewer or any part of the sewer system without first obtaining proper permitting from the appropriate local authorities and written authorization from the Company.

F. The Company, by its authorized representatives, agents and employees, retains all rights to enter any premises connected with or about to be connected with the Company's system, at all reasonable times, to inspect the sewers, sources and nature of sewage and all fixtures and facilities from which sanitary sewage may be discharged into the Company system in order to enforce compliance with the Rules and Regulations as stated in the Company tariff.

G. No flow, other than domestic/household sanitary sewage, shall be turned into or permitted to enter the Company's sewer system, and no connection fixture device or opening or condition shall be allowed to exist which would permit any flow other than domestic/household sanitary sewage to enter the Company system.

H. No owner or tenant of any premises connected with the sewer lines of the Company will be allowed to permit another person or premises to use or connect with the service line, not stipulated by Customer application or otherwise, except upon written permission from the Company.

Any violation of the Company rules and regulations shall render this Agreement between the Customer and the Company void, and the company may then discontinue service, after compliance with presently effective PUC guidelines and applicable law, until such time as the Company is satisfied in its sole discretion that the Customer will observe the rules and regulations.

WITNESS:

DATE

Exit II WWTP, Inc.

Customer

Section H - Service Continuity.

1. Regularity of Service: The Company may, at any time, interrupt service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code §67.1 and as circumstances permit, notify customers to be affected by

service interruptions. The Company reserves the right to restrict the use of wastewater collection service whenever the public welfare may require it.

2. Liability for Damages:

- a) **Limitation of Damages for Service Interruptions**—The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct by the Company, its employees or agents shall be limited to an amount no more than the fixed customer charge for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions in service, but cannot and does not guarantee that such will not occur.
- b) **Responsibility for Owner's and Customer's Facilities**—The Company shall not be liable for any loss or damage caused by reason of any breaks, leaks, stoppages or other defects in a building service line, pipes, joints, fixtures or other installations except where the expense or damage is a result of the willful misconduct of the Company, its employees or agents.

Section I – Waivers.

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

Section J - Amendment of Commission Regulations.

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

Section K - Industrial and Commercial Establishments Service Limitations.

The U.S. Environmental Protection Agency (EPA) Regional Administrator has not determined that the Company needs a Pretreatment Program meeting the criteria

established in Title 40 Code of Federal Regulations (CFR) Part 403. Therefore, the Company's NPDES permit currently does not required it to administer an approved Pretreatment Program to control the discharges from non-domestic sources. All industrial and commercial waste proposed for discharge into the Company's system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the collection system and/or the wastewater treatment facilities. The Company will have the authority to properly control any waste discharge into its system by regulating the rate of any waste discharge, by requiring necessary equalization and/or pretreatment, and by excluding certain waste, if necessary, to protect the integrity of the system.

1. Customer Limitations: No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company. Customers specifically agree that service applies exclusively for domestic sanitary wastewater. If any customer discharges industrial or commercial waste that:
 - a) the existing wastewater treatment plant is unable to satisfactorily treat; or,
 - b) is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
 - c) is more costly to treat than typical domestic sanitary wastewater; or,
 - d) requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic sanitary wastewater, then;the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains.
2. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant capacity and/or operations to accommodate industrial or commercial waste.
3. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
 - a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the structures;

- b) mechanical action that will destroy the structures;
- c) restriction of the hydraulic capacity of the structures or system;
- d) restriction of the normal inspection or maintenance of the structures or system;
- e) danger to public health and safety; or
- f) obnoxious condition contrary to public interest.

Section L. Privilege to Investigate/Right of Access.

The Company's authorized representatives or agents of the Company shall have the right to access and/or enter at all reasonable hours, the customer's private property including the access to all parts of any premise connected to the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause. The inspections of premises will occur on a regular basis. The inspection of nonresidential customers may also occur at any hour the facility is in operation to aid in compliance monitoring.

Section M. Rule Variance

No employee of the Company can vary these Rules, and no agent or employee of the Company can bind it by any agreements or representations except when authorized in writing by the Company.