



February 1, 2022

**VIA E-FILING**

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Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg PA 17120

**Re: In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa C.S. § 1102(a), for approval of (1) the transfer, by sale, to Pennsylvania-American Water Company, of substantially all of the assets, properties and rights related to the wastewater collection and treatment system owned by the York City Sewer Authority and operated by the City of York, (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in the City of York, Pennsylvania, and to three bulk service interconnection points located in North York Borough, Manchester Township and York Township, York County, Pennsylvania, and (3) the rights of Pennsylvania-American Water Company to begin to offer and furnish Industrial Pretreatment Program to qualifying industrial customers in Manchester Township, Spring Garden Township and West Manchester Township, York County, Pennsylvania; Docket No. A-2021-3024681 et. al.**

**Application Appendix A-25.9**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission please find a copy of Appendix A-25.9 to the above-referenced Application. Appendix A-25.9 is a *Pro Forma* Wastewater Treatment and Conveyance Agreement ("*Pro Forma* York Water Bulk Agreement") that Pennsylvania-American Water Company ("PAWC") has negotiated with The York Water Company ("York Water"). The prior agreement, the Articles of Agreement between the City and York Water, as successor to West York Borough, was referenced in the "List of Other Contracts and Annual Dollar Value" in the Application's Appendix A-25. In the Joint Petition for Approval of Unanimous Settlement of all issues, filed today, the Joint Petitioners are requesting approval of the *Pro Forma* York Water Bulk Agreement.

Appendix A-25.9 includes an exhibit that is a map of the System. This map constitutes **CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION** and will be filed separately by mail. We ask that this information be retained in a non-public folder.

PAWC is filing a *pro forma* agreement because PAWC and York Water have not yet executed the agreement. PAWC will file a copy of the fully-executed agreement with York Water prior to Closing on the transaction.

Rosemary Chiavetta, Secretary  
February 1, 2022  
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Due to the negotiation of the *Pro Forma* York Water Bulk Agreement, there is no longer a need for the Commission to modify the existing agreement between the City and York Water, as the successor to West York Borough. Accordingly, PAWC is withdrawing that request for relief with respect to York Water.

At the evidentiary hearing held in this proceeding on January 19, 2022, Administrative Law Judge Steven K. Haas agreed to hold the evidentiary record open for the filing of the *Pro Forma* York Water Bulk Agreement.

Copies of this letter and the enclosed appendices have been served on all active parties as indicated on the enclosed Certificate of Service. Should you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "David P. Cozen".

Cozen O'Connor  
Counsel for *Pennsylvania-American Water  
Company*

DPZ:kmg  
Enclosures

cc: Administrative Law Judge Steven K. Haas  
Per Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American Water Company :  
under Section 1102(a) of the Pennsylvania Public Utility Code, 66 :  
Pa C.S. § 1102(a), for approval of (1) the transfer, by sale, to :  
Pennsylvania-American Water Company, of substantially all of the :  
assets, properties and rights related to the wastewater collection and :  
treatment system owned by the York City Sewer Authority and :  
operated by the City of York, (2) the rights of Pennsylvania- :  
American Water Company to begin to offer or furnish wastewater :  
service to the public in the City of York, Pennsylvania, and to three :  
bulk service interconnection points located in North York Borough, :  
Manchester Township and York Township, York County, :  
Pennsylvania, and (3) the rights of Pennsylvania-American Water :  
Company to begin to offer and furnish Industrial Pretreatment :  
Program to qualifying industrial customers in Manchester :  
Township, Spring Garden Township and West Manchester :  
Township, York County, Pennsylvania :  
: Docket No. A-2021-3024681, *et al.*

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 1<sup>st</sup> day of February, 2022 served a true copy of the foregoing **Application Appendix A-25.9**, upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Via E-mail and First Class Mail**

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Company, Spring Garden Township and  
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David P. Zambito, Esq.  
Counsel for *Pennsylvania-American Water Company*

WASTEWATER TREATMENT & CONVEYANCE AGREEMENT

BETWEEN

THE YORK WATER COMPANY

AND

PENNSYLVANIA-AMERICAN WATER COMPANY

\_\_\_\_\_, 2022

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## EXHIBITS

- Exhibit A – Points of Connection, System Map and Meter Connections (**CONFIDENTIAL  
PUBLIC UTILITY SECURITY INFORMATION**)
- Exhibit B – IPP Establishments
- Exhibit C – Pennsylvania-American Water Company's Rules and Regulations
- Exhibit D – Capacity Allocation and Limitations
- Exhibit E – Laterals and Mains
- Exhibit F – Certificate of Insurance
- Exhibit G – Sample Sewer Usage Charges



## WASTEWATER TREATMENT & CONVEYANCE AGREEMENT

THIS WASTEWATER TREATMENT & CONVEYANCE AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_, 2022 between Pennsylvania-American Water Company (“Pennsylvania-American”), 852 Wesley Drive, Mechanicsburg, PA 17055 and The York Water Company (“York Water”), 130 East Market Street, York, PA 17401.

WHEREAS, Pennsylvania-American is a regulated water and wastewater public utility, organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Pennsylvania-American anticipates acquiring and then operating a wastewater treatment plant and a collection and conveyance system, providing public sewer services to various municipalities in and near York County, Pennsylvania, which wastewater treatment facilities currently are owned and operated by the York City Sewer Authority (the “York System”); and

WHEREAS, York Water owns and operates the West York Borough Collection System (defined below) in West York Borough, York County, Pennsylvania; and

WHEREAS, York Water is a regulated water and wastewater public utility, organized and existing under the laws of the Commonwealth of Pennsylvania, and provides wastewater collection service to residential, commercial, industrial and institutional users within the municipal limits of West York Borough and other municipalities in Pennsylvania; and

WHEREAS, the West York Borough Collection System (defined below) is connected to the York System to be acquired by Pennsylvania-American at Points of Connection (defined below) set forth on Exhibit A (**CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION**); and

WHEREAS, upon the closing of the transaction to acquire the York System, Pennsylvania-American will provide wastewater conveyance, treatment and disposal services for York Water to discharge its Wastewater (defined below) from the West York Borough Collection System into the Sewage System (defined below); and

WHEREAS, it is in the public interest that both Pennsylvania-American and York Water reach an agreement whereby Pennsylvania-American accepts, treats and disposes of Wastewater from the West York Borough Collection System at the Treatment Plant (defined below) pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement and intending to be legally bound hereby, Pennsylvania-American and York Water agree as follows:

### Article I

#### DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified herein), have the meanings set forth in this Article I:

Additional Capacity Reservation Fee – A capacity reservation fee paid by York Water in an amount set forth in Rules and Regulations (defined below), for capacity at the Treatment Plant made available by Pennsylvania-American under Section 2 of Article V (regarding “Purchase of Additional Existing Capacity”).

AOCC – The US EPA Administrative Order for Compliance on Consent dated September 29, 2021, in order to comply with the effluent limitations, terms and conditions of NPDES Permit No. PA0026263 effective September 1, 2017 or in any required amendment to the AOCC.

Applicable Law – (1) Any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, or implementation schedule of any Governmental Authority having jurisdiction; (3) any established interpretation of law or regulation utilized by a Governmental Authority if such interpretation is documented by such Governmental Authority and generally applicable; (4) any Governmental Approval; and (5) any Order; in each case having the force of law and applicable to the design, improvement, operation, maintenance, repair or performance of the Treatment Plant or the management of Residuals.

BOD (Biochemical Oxygen Demand) – The quantity of oxygen expressed in terms of concentration as milligrams per liter, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for 5 days at 20° Centigrade. The standard laboratory procedure is set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater” published by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation.

Change of Law – The adoption, issuance, modification or change of interpretation of any Applicable Law by a Governmental Authority, involving any of the following requirements affecting the design, capacity, improvement, operation, maintenance, or repair or performance of the Treatment Plant or the management of Residuals that are more stringent than those in effect on the CoL Date, that are applicable to the Treatment Plant and that require implementation of a Material CapEx Project or result in a Material O&M Expense Increase:

- (1) New or more stringent effluent limits, treatment standards, air emission limits, or requirements applicable to management of Residuals at the Treatment Plant;
- (2) Requirements to reduce the energy consumption or increase the energy efficiency of the Treatment Plant, or to limit the types of energy sources that the Treatment Plant may utilize;
- (3) Requirements relating to floodplain management or floodproofing of the Treatment Plant;
- (4) Assessment of taxes, fees or charges by a Governmental Authority based upon the volume and/or concentration of effluent discharged by the Treatment Plant; or

- (5) Any other more stringent change to Applicable Law requiring modification of the design capacity, treatment processes, physical plant or equipment, operation, maintenance, repair or performance of the Treatment Plant or management of Residuals.

City of York Collection System – The wastewater collection system, including all related and necessary facilities, owned and operated by Pennsylvania-American, including all future additions, extensions and improvements to it, that exclusively serves the customers located within the City of York.

Connected Municipalities – Township of Manchester, the Borough of North York, the Township of Spring Garden, the Township of Springettsbury, the Township of West Manchester, and the Township of York. The term Connected Municipalities also includes the system in the Borough of West York owned and operated by York Water.

CoL Date - January 1, 2022.

CoL Surcharge – Defined in Section 1 of Article VIII.

CPI – A number equal to the rolling three (3) year average percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Series Id: CWUR0000SEHG01, Water and sewerage maintenance in U.S. city average, water and sewerage maintenance (1982-84 = 100), non-seasonally adjusted.

Customer Expansion Request – A request by York Water to Pennsylvania-American to expand Treatment Plant capacity for the use and benefit of York Water in exchange for the payment of an Additional Capacity Reservation Fee.

Domestic Wastewater – The liquid waste or liquid borne waste: (1) resulting from the non-commercial preparation, cooking and handling of food; (2) consisting of human excrement; or (3) consisting of wastewater, non-commercial laundering water, domestic housekeeping wastewater, and similar types of wastes from domestic sanitary uses.

Effective Date – The date of the consummation of the transaction between Pennsylvania-American and the City of York regarding the acquisition of the Sewage System by Pennsylvania-American.

Equivalent Dwelling Unit or “EDU” – The equivalent of 350 gallons per day per residential user.

Governmental Approval – Any permit, license, certificate, Order, consent, authorization, franchise, registration, or other approval from, or required by, any Governmental Authority.

Governmental Authority – Any federal, state, county, municipal, or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof, having jurisdiction.

GPD – The gallons of Wastewater discharged during a 24-hour period from midnight to midnight.

Hauled Wastes – All Residuals that are introduced into the West York Borough Collection System that is discharged from a tank truck or other hauling vehicle.

Identified Bulk Municipalities – Collectively, the Township of Manchester, the Borough of North York, the Township of Spring Garden, the Township of West Manchester, and the Township of York, collectively, the “Identified Bulk Municipalities”. The term Identified Bulk Municipalities also includes the system in the Borough of West York owned and operated by York Water.

Industrial/Commercial Waste Pretreatment Program or IPP – On and after the Effective Date, the program established by Pennsylvania-American that requires the establishments set forth on Exhibit B to monitor, test, treat and control as necessary pollutants in their Wastewater prior to discharge into the West York Borough Collection System and then into the Sewage System.

Industrial/Commercial Waste – Industrial waste originating from the establishments set forth on Exhibit B, as distinct from Domestic Wastewater. For the purposes of this Agreement, the terms “industrial waste” and “establishment” are defined in Section 1 of the Act of June 22, 1937 (P.L.1987, No.394), as amended, known as The Clean Streams Law.

Infiltration – The seepage of groundwater into the West York Borough Collection System or the Sewage System, including service connections, which occurs through defective or cracked pipes, pipe joints, connections and manholes.

Inflow – Stormwater that enters the West York Borough Collection System or the Sewage System directly, through sources including but not limited to: storm drains, area drains, roof drains, sump pumps, manhole covers, etc.

Material CapEx Project – A project or group of directly related projects (determined to be prudent and recoverable by the PaPUC) necessary to comply with requirements imposed by one or more Change of Law events that involve physical improvements to the Treatment Plant requiring a capital expenditure of \$1,000,000 or more with respect to Items (1)-(4) in the definition of “Change of Law” or \$3,000,000 or more with respect to Item (5) in the definition of “Change of Law”, *except that* a “Material CapEx Project” does not include any capital project that (i) was included in the Planned Capital Projects; (ii) is necessary in order for Pennsylvania-American to comply with Applicable Law on or prior to the CoL Date; (iii) is necessary to implement the ten (10) corrective action projects specified in the AOCC; or (iv) is related exclusively to the City of York Collection System (provided further that exceptions (ii) and (iii) do not apply to any more stringent effluent limitations, requirements, terms and conditions contained in any NPDES Permit or in any amendment to the AOCC or other Order by USEPA after the CoL Date).

Material O&M Expense Increase – An increase in the total costs of operation and maintenance of the Treatment Plant (determined to be prudent and recoverable by the PaPUC) (“Treatment Plant O&M Costs”) necessary to comply with requirements imposed by a single Change of Law event or related Change of Law events (A) by 4.0 percent or more with respect to increased O&M costs associated with a Material CapEx Project; or (B) for O&M costs not associated with a Material CapEx Project, by 6.0 percent or more with respect to Items (1)-(4) in the definition of “Change of Law” or 9.0 percent or more with respect to Item (5) in the definition of “Change in Law”, in each case compared to the Treatment Plant O&M costs absent such requirements, *except that* a “Material O&M Expense Increase” does not include (i) any increased O&M costs arising from Planned Capital Projects; (ii) increased O&M costs for Pennsylvania-American to comply with Applicable Law on or prior to the CoL Date; (iii) increased O&M costs to implement the ten (10) corrective action projects specified in the AOCC; or (iv) increased O&M costs related exclusively to the City of York Collection System (provided further that exceptions (ii) and (iii) do not apply to any more stringent effluent limitations, requirements, terms and conditions contained in any NPDES Permit or in any amendment to the AOCC or other Order by USEPA after the CoL Date).

Meter Locations – The meter pits, manholes, or other locations where Pennsylvania-American wastewater flow meters are located.

Order – Any judicial order or administrative order issued by a Governmental Authority, including any decree, consent decree, consent order, decision or similar document, imposing obligations with respect to the design, improvement, operation, maintenance, or repair or performance of the Treatment Plant or the management of Residuals.

Party – York Water or Pennsylvania-American and the term “Parties” means collectively York Water and Pennsylvania-American.

PaDEP – The Pennsylvania Department of Environmental Protection.

PaPUC – The Pennsylvania Public Utility Commission.

Planned Capital Projects – Those capital projects included in Pennsylvania-American’s financial assumptions and projections for the York System that provide the basis for agreeing upon the base Sewer Use Charge set forth in the Agreement.

Point of Connection – Point or points at which (i) Pennsylvania-American receives and conveys Wastewater from the West York Borough Collection System to a point for treatment and disposal at the Sewage System and (ii) Pennsylvania-American discharges wastewater into the West York Borough Collection System. Each Point of Connection is set forth on Exhibit A (CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION), as updated from time to time by the mutual agreement of the Parties.

Rate Deficiency Finding – The entry of a final and unappealable order by the PaPUC, after the Effective Date, finding that the Sewer Use Charge or any other charge under this Agreement is inadequate to recover Pennsylvania-American’s cost to provide service (including, where applicable, a reasonable return on capital investment) from York Water and directing that such shortfall be imputed to Pennsylvania-American’s shareholders. A Rate Deficiency Finding will not be considered a Change of Law.

Regulatory Rate Change – The entry of a final and unappealable final order by the PaPUC, after the Effective Date, ordering that the Sewer Use Charge or any other charge under this Agreement be increased.

Residuals – Any solid, liquid or other wastes produced in the course of operation, maintenance and repair of the Treatment Plant. By way of illustration, but without limitation, Residuals include sludges generated in the course of treatment processes at the Treatment Plant.

Rules and Regulations – Exclusive of the Sewer Use Charge or any CoL Surcharge, which are set solely by the terms of this Agreement, the then-current rules and regulations established by Pennsylvania-American from time to time as approved by the PaPUC. The current Rules and Regulations are set forth on Exhibit C.

Sewage System – The existing sanitary wastewater collection, conveyance, treatment and disposal facilities, together with other related facilities and appurtenances and any future additions, modifications and improvements thereto, in and adjacent to the City of York (including the City of York Collection System), which will be owned and operated by Pennsylvania-American on the Effective Date and which are utilized in part for the collection and conveyance of Wastewater originating from the West York Borough Collection System’s Points of Connection to the Treatment Plant.

Sewer Use Charge – The Sewer Use Charge for York Water is \$3.75/1,000 gallons until the third anniversary of the Effective Date (“Freeze Period”) and thereafter determined in accordance with Article VII.

State of Emergency – A state of emergency that is declared by authorities of the Commonwealth of Pennsylvania or the United States of America that causes an increase in Wastewater flow into the Treatment Plant for an area including the West York Borough Collection System, the Connected Municipalities or the City of York.

Term – Defined in Section 1 of Article III.

Total Suspended Solids (“TSS”) – The total matter in water, wastewater or other liquids which is retained by laboratory filtering, expressed in terms of concentration as milligrams per liter.

Treatment Plant – Existing wastewater treatment plant facility, which is part of the Sewage System and will be owned and operated by Pennsylvania-American on the Effective Date, utilized in part for the treatment and disposal of Wastewater originating from the West York Borough Collection System, together with any additions, modifications and/or improvements thereto.

US EPA – The United States Environmental Protection Agency.

Wastewater– Any used water and water-carried solids collected or conveyed by a sewer, including:

- (1) Sewage, as defined in Section 2 of the act of January 24, 1966 (1965 P.L.1535, No.537), known as the Pennsylvania Sewage Facilities Act;
- (2) Industrial/Commercial Waste subject to the IPP;
- (3) Infiltration or Inflow; and
- (4) Other water containing solids or pollutants.

The term does not include stormwater collected in a municipal separate storm sewer, as that term is defined by 40 CFR 122.26(b)(8) (relating to stormwater discharges (applicable to State NPDES programs, see §123.25)).

Wastewater Quality Standards – Defined in Section 8 of Article III.

West York Borough Collection System – The wastewater collection system in West York Borough, including all related and necessary facilities, owned and operated by York Water, including all future additions, extensions and improvements to it.

## Article II

### CONVEYANCE AND TREATMENT AND INFORMATION SHARING

Section 1 - Covenants to Convey, Treat and Dispose. York Water shall (i) convey all Wastewater flowing through the West York Borough Collection System to the Sewage System (at one or more Points of Connection set forth on Exhibit A (**CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION**)) and (ii) pay the Sewer Use Charge and other charges, as applicable, to Pennsylvania-American in accordance with this Agreement. Pennsylvania-American shall (i) accept all Wastewater conveyed from the West York Borough Collection System to the Sewage System (at one or more Points of Connection set forth on Exhibit A (**CONFIDENTIAL PUBLIC UTILITY SECURITY**

**INFORMATION**)); (ii) treat and dispose of all conveyed Wastewater in common with other wastes flowing from and through the Sewage System and (iii) charge the Sewer Use Charge and other charges, as applicable, in accordance with this Agreement. In accordance with Section 4 of Article III, Pennsylvania-American may discharge Wastewater originating from the Sewage System (at one or more Points of Connection set forth on Exhibit A (**CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION**)) in accordance with this Agreement.

**Section 2 – Covenants to Maintain and Operate Systems.** The Parties shall operate each of their systems (West York Borough Collection System and the Sewage System) continuously and keep and maintain the same at all times in good repair and order, and in good and efficient operating condition, and to meet the standards prescribed by the PaDEP, the PaPUC or any other Governmental Authority having jurisdiction over the Parties’ respective systems.

### Article III

#### RIGHTS AND OBLIGATIONS OF THE PARTIES

**Section 1 – Term.** This Agreement is effective as of the Effective Date and continues in effect for a period of forty (40) years from the Effective Date (the “Term”). After expiration of the Term, the Agreement will continue in effect until one Party terminates the Agreement upon at least three (3) years written notice to the other Party.

Notwithstanding the previous paragraph, during the Term:

- i) If a Regulatory Rate Change takes effect, York Water may terminate the Agreement upon five (5) years written notice of termination to Pennsylvania-American. York Water may provide the notice of termination within one (1) year of the effective date of the Regulatory Rate Change. Pennsylvania-American shall not directly or indirectly request or advocate for a Regulatory Rate Change.
- ii) If a Rate Deficiency Finding takes effect, Pennsylvania-American may terminate the Agreement upon nine (9) years written notice of termination to York Water. Pennsylvania-American may provide notice of termination within one (1) year of the effective date of the Rate Deficiency Finding.
- iii) During the first six (6) months after a Party gives notice of early termination under this paragraph, the Parties shall engage in good faith negotiations regarding a revised Sewer Use Charge or other charge. Upon the request of one Party, the Parties will enlist the assistance of a qualified, mutually acceptable mediator in the negotiation. The costs of the mediator will be shared equally.

**Section 2 – Permits and Permitted Treatment Capacity.** The Parties acknowledge that the Treatment Plant has permitted capacities set forth in NPDES Permit No. PA0026263 dated September 1, 2017, issued by the PaDEP. During the Term, Pennsylvania-American shall, subject to any change in law, rule, regulation or order by Governmental Authority that was neither requested by Pennsylvania-American nor brought about by its inaction, maintain the rated treatment capacity permitted on the Effective Date.

**Section 3 – Additional Connections.** York Water may, provided it is in compliance with respect to its obligations under this Agreement, make additional connections to the West York Borough Collection System and transport the resulting Wastewater to Pennsylvania-American’s Sewage System for treatment, provided that the connection or connections do not cause the total amount of Wastewater treated at the Treatment Plant to exceed the capacity allocation limitations for York Water set forth in Exhibit D, which

may, from time to time, be increased or decreased through purchases or sales of capacity. The Parties recognize, however, that York Water has a right and obligation to provide wastewater service to all customers within its certificated service territory, subject to the line extension rules in York Water's PaPUC-approved wastewater tariff. If any additional connections requested within West York Borough would cause the total amount of Wastewater treated at the Treatment Plant to exceed the currently-applicable capacity allocation limitations for York Water, York Water shall comply with the right of first refusal conditions set forth in Article III, Section 5. If, through that right of first refusal process, York Water determines that Pennsylvania-American is not willing and able to meet the lower cost of the alternative treatment provider, York Water will be permitted to procure and receive treatment services from the alternative treatment provider for the Wastewater flow from the additional connections.

**Section 4 – Right to Discharge to the West York Borough Collection System and Reconciliation of Inter-Municipal Discharges.** York Water grants Pennsylvania-American the right to discharge Wastewater originating from the Sewage System at one or more Points of Connection set forth on Exhibit A (CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION). Pursuant to this Section 4, Pennsylvania-American shall deduct the discharge amounts from the Sewage System from the total Wastewater flow amount from the West York Borough Collection System to the Sewage System in calculating the Sewer Use Charge or any CoL Surcharge. Discharge amounts from Pennsylvania-American to the West York Borough Collection System will be determined for purposes of calculating final Sewer Use Charge as follows:

- i) If metered, the existing wastewater meter pits will be used to measure the amount of wastewater discharged from the Sewage System into the West York Borough Collection System and that amount will be deducted from the existing Wastewater meter total calculations for the Wastewater discharge entering back into the Sewage System from the West York Borough Collection System.
- ii) If unmetered and water usage data is available, the discharge from the Sewage System to the West York Borough Collection System will be calculated by multiplying water usage data by a factor of 1.3x to account for Infiltration and Inflow and that amount will be deducted from the [existing Wastewater meter total calculations] for the Wastewater discharge entering back into the Sewage System from the West York Borough Collection System.
- iii) If unmetered and water usage data is not available, discharge from the Sewage System to the West York Borough Collection System will be calculated by multiplying the number of unmetered EDUs discharging to the West York Borough Collection System, as determined consistent with the Rules and Regulations, by 350 gallons per day and that amount will be deducted from the [existing Wastewater meter total calculations] for the Wastewater discharge entering back into the Sewage System from the West York Borough Collection System.

Pennsylvania-American and York Water will continue to work in good faith to develop the information and systems necessary for Pennsylvania-American to be able to reconcile Wastewater discharges between the West York Borough Collection System and the Connected Municipalities for billing purposes. As soon as commercially reasonable, discharge amounts among the West York Borough Collection System and any of the other Connected Municipalities (“Other Municipality”) will be determined for purposes of calculating the final Sewer Use Charge and other charges permitted under this Agreement as follows:

- i) If metered, the metered discharge from the West Manchester Township collection system to the West York Borough Collection System will be deducted by Pennsylvania-American from the West York Borough Collection System existing Wastewater meter total



calculations for the Wastewater discharge entering the Sewage System from the West York Borough Collection System.

- ii) If unmetered and water usage data is available, discharge from the West Manchester Township collection system to the West York Borough Collection System will be calculated by multiplying water usage data by a factor of 1.3x to account for Infiltration and Inflow and that amount will be deducted from the West York Borough Collection System existing Wastewater meter total calculations for the Wastewater discharge entering the Sewage System from the West York Borough Collection System.
- iii) If unmetered and water usage data is not available, discharge from the West Manchester Township collection system to the West York Borough Collection System will be calculated by multiplying the number of unmetered EDUs discharging from any other Bulk Customer Collection System, as determined consistent with the Rules and Regulations, by 350 gallons per day and that amount will be deducted from the West York Borough Collection System existing Wastewater meter total calculations for the Wastewater discharge entering the Sewage System from the West York Borough Collection System.

Pennsylvania-American's obligation to true-up discharge amounts between the West York Borough Collection System and any Other Municipality under this Section 4 terminates on the date that this Agreement or any of the substantially similar bulk wastewater conveyance and treatment agreements with Pennsylvania-American and the Other Municipality terminates. York Water shall report discharge amounts to Pennsylvania-American as soon as reasonably practicable in advance of the end of Pennsylvania-American's billing period for York Water. After invoicing by Pennsylvania-American, any dispute between York Water and the Other Municipality shall be resolved between York Water and the Other Municipality without the involvement of Pennsylvania-American.

**Section 5 – Continuance of Connections and Flow.** After the Effective Date and for so long as the Agreement is in effect, York Water shall not disconnect from the Points of Connection or otherwise direct any of its current Wastewater flow from the West York Borough Collection System to another treatment provider other than Pennsylvania-American unless mutually agreed by the Parties (or otherwise authorized by the West York Borough's Act 537 Plan). Any disconnection by York Water from the Points of Connection shall be done in compliance with the Rules and Regulations. The Parties recognize that West York Borough is not a party hereto and retains the independent right to routinely update its Act 537 planning in accordance with Applicable Law. York Water will not directly or indirectly request or advocate for a change to West York Borough's Act 537 Plan such that its Wastewater flow from the West York Borough Collection System will be diverted to another treatment provider other than projects that are underway in accordance with West York Borough's current Act 537 Plan

Except where prohibited by an Act 537 Plan, York Water shall afford a right of first refusal to Pennsylvania-American for new or additional Wastewater flow from the West York Borough Collection System where the West York Borough Collection System has a viable alternative treatment provider and Pennsylvania-American is willing and able to meet the lower cost of the alternative treatment provider. In such circumstance, the Parties shall also discuss in good faith the possibility of a new Pennsylvania-American treatment facility to service the new or additional Wastewater flow from the West York Borough Collection System.

**Section 6 – Rules and Regulations.** Pennsylvania-American shall maintain and enforce the Rules and Regulations, and York Water will comply with the Rules and Regulations for Wastewater that is discharged from the West York Borough Collection System into the Sewage System. Nothing contained in this Agreement prohibits York Water from challenging a change or update to the Rules and Regulations before the PaPUC or prohibits Pennsylvania-American from challenging a change or update to York

Water's wastewater tariff that may impact the quality of Wastewater that is discharged from the West York Borough Collection System. York Water shall provide authorized representatives of Pennsylvania-American with access, at reasonable times, to the West York Borough Collection System in order to assure compliance with the terms of this Agreement. Pennsylvania-American shall provide authorized representatives of York Water with access, at reasonable times, to the Sewage System in order to ensure compliance with the terms of this Agreement. During the times of access, the Parties or their duly authorized representatives may inspect the West York Borough Collection System connections and identify to York Water any connection that Pennsylvania-American finds to be in violation of the provisions of this Agreement, the requirements of PaDEP, or the Rules and Regulations. York Water reserves all rights to dispute any alleged violations identified by Pennsylvania-American.

**Section 7 – Wastewater Quality Standards.** Pennsylvania-American has adopted or will adopt reasonable and uniform Wastewater quality standards applicable to the Sewage System that are set forth in Exhibit C, which are designed to ensure that Pennsylvania-American complies with the requirements of PaDEP, US EPA and other Governmental Authorities having jurisdiction over the Treatment Plant (singularly, a “Wastewater Quality Standard” and, collectively, the “Wastewater Quality Standards”).

Pennsylvania-American shall not change the Wastewater Quality Standards except upon reasonable prior notice to York Water and an explanation regarding what new applicable requirement requires the change. Except when not permitted by Applicable Law or the PaPUC, Pennsylvania-American shall provide York Water with complete copies of all Wastewater Quality Standards at least sixty (60) days prior to their implementation.

York Water shall cause the Wastewater discharged from the West York Borough Collection System into the Sewage System to comply with the Wastewater Quality Standards. The Parties agree that York Water shall, within six (6) months of receiving notification from Pennsylvania-American of violation of a Wastewater Quality Standard, enable and support Pennsylvania-American to complete enforcement steps, including but not limited to the enforcement rights granted to Pennsylvania-American in the applicable ordinances and resolutions regarding violations of Wastewater Quality Standards.

**Section 8 – Future Land Development.** To the extent West York Borough informs York Water that West York Borough will be submitting any proposed land development planning modules to PaDEP for approval, York Water shall request West York Borough to submit all such proposed land development planning modules for all land developments to be served by the Sewage System to Pennsylvania-American for review and approval of the proposed planning module, prior to approval by West York Borough and prior to submitting it to PaDEP for approval. Pennsylvania-American shall provide York Water any planning modules that may affect the Wastewater flows from Pennsylvania-American that are conveyed through the West York Borough Collection System to the Sewage System for review and approval by York Water prior to submission of any such modules to PaDEP. If West York Borough utilizes a PaDEP sewage planning mailer, York Water shall request that West York Borough submit the mailer to Pennsylvania-American for review and confirmation of ability to treat prior to submitting it to PaDEP for approval.

## Article IV

### COLLECTION FACILITIES, METERS AND INTERCONNECTIONS

**Section 1 – Systems and Ownership.** York Water owns and is solely responsible for the West York Borough Collection System. On the Effective Date, Pennsylvania-American will own and be solely responsible for the Sewage System.

**Section 2 – Laterals.** The Parties acknowledge that York Water's current wastewater tariff contains rules and regulations governing the installation of laterals and main sewers connecting properties in West York Borough to the West York Borough Collection System, which are at least as stringent as requirements for similar installations adopted by Pennsylvania-American as set forth on Exhibit E. Nothing contained in this Agreement prohibits Pennsylvania-American from challenging a change or update to York Water's wastewater tariff that governs the installation of laterals and main sewers connecting properties in West York Borough to the West York Borough Collection System.

**Section 3 – Rights of Way.** Pennsylvania-American and York Water shall cooperate and work in good faith to obtain and maintain any all easements, rights-of-way, and other rights necessary for Pennsylvania-American to provide service under this Agreement for the West York Borough Collection System. To the extent that Pennsylvania-American requires an easement from York Water for the provision of service under this Agreement for the West York Borough Collection System, York Water shall provide such easement without charge. – **Meters.** The Meter Locations at the Points of Connection, or any future Meter Locations installed by Pennsylvania-American at its discretion and cost, where Wastewater from the West York Borough Collection System is discharged into the Sewage System and Meter Locations where Pennsylvania-American wastewater is discharged into the West York Borough Collection System shall be owned and maintained by Pennsylvania-American. Pennsylvania-American shall read the meter monthly. Where available, Pennsylvania-American will utilize continuous data recording capability and shall cause the meters to record data electronically with sufficient data storage capacity to store at least twelve (12) months of Wastewater flow data with similar backup storage capacity. Pennsylvania-American shall cause the meters to be designed to operate without extraordinary operator intervention. Pennsylvania-American shall share meter data with York Water on a monthly basis. Meters are located at the Points of Connection set forth on Exhibit A (**CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION**), as updated from time to time as provided for in this Section 3.

Pennsylvania-American shall cause all meters to be installed and maintained in accordance with accepted industry hydraulic standards.

Pennsylvania-American shall cause the future Meter Locations to be installed at the Points of Connection or at a location that is mutually acceptable to the Parties and to the standards approved by Pennsylvania-American. The costs to install future Meter Locations will be borne by the Party requesting the installation.

Pennsylvania-American shall have the meters calibrated by a qualified technician annually or more frequently in the sole discretion of Pennsylvania-American. The cost of such meter calibration inspections and the cost of any repairs or replacement shall be borne by Pennsylvania-American. Pennsylvania-American shall notify York Water at least one (1) week in advance of a calibration. York Water shall grant all necessary access to Pennsylvania-American, its personnel and its agents to accomplish the maintenance and calibration of the meters.

York Water has the right to observe the calibration and receive a copy of the calibration report. If the York Water representative fails to appear in response to such notice, the meter test will be binding. York Water shall have the right at any time upon request to perform a calibration check of the meter to determine its accuracy. If results of a requested calibration shows that the meter was malfunctioning by

variations from actual flow of less than five (5%) percent, then all costs of the requested calibration will be paid by York Water. If results of a requested calibration shows that the meter was malfunctioning by variations from actual flow of five (5%) percent or more, then all costs of the requested calibration will be paid by Pennsylvania-American.

If the percentage of inaccuracy is found to be in excess of five (5%) percent when tested (resulting in either an over-recovery or under-recovery by Pennsylvania-American), then such data that the meter has recorded shall be adjusted for a period extending back to the time when such inaccuracy began if such time is ascertainable; however, if such time is not ascertainable, the adjustment shall be made for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration test, or the date of the adjustment to correct the registration, whichever is later, not to exceed one hundred eighty (180) days.

Exceptions may be made only if the facts clearly show that the stated method does not give the correct use for the period. Pennsylvania-American shall adjust the Sewer Use Charge for the over-recovery or under-recovery resulting from the meter error in equal amounts over the same amount of time for which the adjustment was made.

Pennsylvania-American shall at its own expense install and maintain a level monitoring system on the Meter Locations at the existing or future Points of Connection, where Wastewater from the West York Borough Collection System is discharged into the Sewage System. If a Pennsylvania-American interceptor overflows or floods beyond its design capacity, as indicated by the level monitoring system, and causes a Meter Location to have false readings, the data collected from that meter shall be considered void and the average flow from remaining data shall be substituted in its place for the Sewer Use Charge and Exceedance Penalty (defined below) calculations.

**Section 5 – Missing Meter Data.** If for any reason, the meter at any Meter Location is out of service or out of repair or missing flow records due to faulty meter registration or otherwise, or the amount of flow through the meter cannot be ascertained or computed from the reading of the meter, the flow delivered shall be estimated for the purposes of determining volume of Wastewater discharged and agreed upon by the Parties on the basis of an average of the best available historic similar season flow records as applied to present conditions.

**Section 6 – Hauled Wastes.** York Water will not accept the discharge of, or itself discharge, Hauled Wastes into the West York Borough Collection System without the prior consent of Pennsylvania-American, which consent will not be unreasonably withheld.

Subject to any required PaDEP regulatory approval, Pennsylvania-American will accept Residuals from York Water's clean out of the West York Borough Collection System. York Water will deliver the Residuals from a clean out to a location at the Treatment Plant as designated by Pennsylvania-American.

## Article V

### TREATMENT PLANT

**Section 1 – Capacity Allocation.** York Water shall, as of the Effective Date, be allocated the capacity set forth in Exhibit D, which may, from time to time, be increased or decreased through purchases or sales of capacity.

**Section 2 – Purchase of Additional Existing Capacity.** To the extent that additional capacity exists at the Treatment Plant as determined in Pennsylvania-American's sole discretion, Pennsylvania-American and York Water may negotiate the purchase of additional capacity by York Water. York Water shall pay

an Additional Capacity Reservation Fee for additional capacity. If Pennsylvania-American makes additional capacity available for purchase, York Water and Connected Municipalities shall each be given a right of first refusal to the additional capacity on a proportional/pro rata basis (in accordance with then-existing capacity allocations). York Water and Connected Municipalities may purchase additional capacity from each other, to the extent excess capacity exists, prior to negotiating the purchase of additional capacity from Pennsylvania-American.

Pennsylvania-American shall, no later than in its first base rate case filing with the PaPUC in which the Sewage System is included, propose a tariff supplement that, if approved by the PaPUC, would permit Pennsylvania-American to discount its tariffed capacity reservation fees for competitive alternative, economic development, and flow stabilization reasons for qualifying bulk service customers.

Pennsylvania-American shall offer a discount to York Water on capacity reservation fees to the extent permitted by the PaPUC-approved tariff and provided that York Water provides adequate supporting information to justify the discount.

**Section 3 – Additions and Improvements.** Pennsylvania-American may make additions, improvements, and modifications to the Treatment Plant in its sole discretion. If the construction of additional facilities is required for a Customer Expansion Request or to treat Wastewater requiring specialized treatment emanating exclusively or in part from York Water other than a customer that is subject to the IPP, York Water shall pay the full or proportional cost as may be agreed to between the Parties. York Water shall have the right of engineering review and audit of construction costs at York Water’s sole expense. If the construction of additional facilities is for the benefit of Pennsylvania-American’s customers other than York Water, York Water shall not be required to participate in the cost of expansion.

**Section 4 – Penalty for Capacity Exceedances.** If the quantity of flow to the Sewage System from the West York Borough Collection System exceeds the West York Borough Collection System’s maximum flow capacity over a 24-hour period (set forth on Exhibit D as “Max Gallons Over 24 Hrs”) (singularly, a “Capacity Exceedance” and, plurally, “Capacity Exceedances”), Pennsylvania-American may charge two times (2x) the Sewer Use Charge for the exceedance gallonage over the Max Gallons Over 24 Hrs (singularly, an “Exceedance Penalty” and, plurally, “Exceedance Penalties”); except that Pennsylvania-American will not charge Exceedance Penalties for three (3) Capacity Exceedances during each quarterly billing cycle while Pennsylvania-American is billing York Water the Sewer Use Charge on a quarterly basis, an Exceedance Penalty for one (1) Capacity Exceedance during each monthly billing cycle while Pennsylvania-American is billing the Sewer Use Charge on a monthly basis, and Exceedance Penalties for Capacity Exceedances that occur during a State of Emergency.

## Article VI

### INDEMNITY AND INSURANCE

**Section 1 – Indemnity.** Each Party agrees to indemnify, defend and release the other Party against all costs, losses or damage, including payment of reasonable attorneys and expert consultant fees, on account of any injury to persons or property occurring in the performance of this Agreement due to each Parties’ negligence or willful misconduct or the negligence or willful misconduct of its agents or employees; provided, however, that no Party waives any rights or immunities arising out of any applicable governmental immunity law and statute of limitations imposed by the PaPUC.

**Section 2 – Insurance.** On the Effective Date, each Party shall provide the other Party a Certificate of Insurance indicating the insurance limits and coverages applicable to each Party set forth on Exhibit F.

## Article VII

### SEWER USE CHARGES AND PAYMENTS

**Section 1 – Sewer Use Charge and Adjustments.** Pennsylvania-American shall charge the Sewer Use Charge in accordance with this Agreement.

**Section 2 – Sewer Use Charge Adjustments.** The Sewer Use Charge will be adjusted as follows:

- i) Upon expiration of the Freeze Period, the Sewer Use Charge will be increased by CPI. The next CPI increase will not take effect until the first January 1st occurring not less than 12 months following the first CPI increase. Thereafter, the CPI increase will occur on each January 1st (during the Term, as may be extended). The calculation of the rolling average percentage change in the CPI to be applied in each applicable calendar year will be based on the CPI value for the latest month prior to January 1 for which a final CPI value has been published. (For example, if as of January 1, 2027, September 2026 is the latest month for which a final CPI has been published, the final values published for September 2026, September 2025, and September 2024 will be used in calculating the rolling 3-year average percentage change in CPI.) By October 1 of each year, Pennsylvania-American will provide to York Water for budgeting purposes an estimate of the anticipated CPI increase based on the CPI data as is at that point available.
- ii) The Sewer Use Charge may be adjusted if a Regulatory Rate Change takes effect.

**Section 3 – Sewer Use Charge Calculations.** Pennsylvania-American shall charge the Sewer Use Charge based upon readings taken at the meters provided for under Article IV and Section 4 of Article III, plus other flows emanating from other Points of Connection (the metering and/or the method of computing flow totals for the other Points of Connection are set forth on Exhibit A (CONFIDENTIAL PUBLIC UTILITY SECURITY INFORMATION)), irrespective of the source of Wastewater flows. In the absence of metering facilities, the Sewer Use Charge shall be computed first on the basis of water usage data (multiplied by a factor of 1.3x to account for Infiltration and Inflow) and, in the absence of water usage data, on the basis of an EDU count for customers of the West York Borough Collection System multiplied by 350 gallons per day and as determined consistent with the Rules and Regulations. An example of the calculation of the Sewer Use Charge is set forth on Exhibit G.

The Parties agree that the volume of Wastewater entering the Sewage System from the West York Borough Collection System, as indicated by the meters, shall be adjusted by deducting an estimate or measurement where possible of the volume of Wastewater discharged into the West York Borough Collection System by Pennsylvania-American and by adding an estimate or measurement where possible of the volume of Wastewater from any of the West York Borough Collection System's customers that does not flow through one of the meters. Any estimate of the flow of Wastewater from any customer of the West York Borough Collection System shall be made jointly by Pennsylvania-American and York Water.

**Section 4 – Pennsylvania-American Billing.** Pennsylvania-American will bill the Sewer Use Charge and any other applicable charge under this Agreement to York Water on a quarterly basis during the Freeze Period. After the Freeze Period, Pennsylvania-American may begin billing the Sewer Use Charge and any other applicable charge under this Agreement to York Water on a monthly basis. Pennsylvania-American will bill in a manner that provides York Water with sufficient detail regarding the basis for the bill and reflecting the appropriate charges for the preceding quarter, all in accordance with this Agreement.

**Section 5 – York Water Payment.** York Water shall pay invoices for Sewer Use Charge or other charges pursuant to the Agreement within thirty (30) days from the date the invoice is transmitted by Pennsylvania-American. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any

day when the offices of Pennsylvania-American are not open to the general public, the due date is extended to the next business day.

## Article VIII

### CHANGE OF LAW, PAYMENTS AND DISPUTE RESOLUTIONS

**Section 1 – Calculation of CoL Surcharge.** If a Change of Law event requires a Material CapEx Project or results in a Material O&M Expenses Increase, the following process will be utilized to negotiate and determine the appropriate CoL Surcharge, if any.

1. **CapEx Project Related Costs.** If a Change of Law event or related Change of Law events requires implementation of a Material CapEx Project, York Water will be charged a surcharge (the “CoL Surcharge”), appearing as a separate line item on Pennsylvania-American’s invoice to York Water, to be calculated as follows:
  - (a) Pennsylvania-American shall calculate the “Project CapEx Cost” based on the prudent and recoverable cost for design, permitting, construction and installation of the Material CapEx Project.
  - (b) The Project CapEx Cost is converted to an “Annualized CapEx Amount” consisting of recovery of depreciation and the pre-tax weighted cost of capital. Depreciation will be determined by applying straight line depreciation over the applicable depreciation period(s) for the asset class of the facilities and equipment involved in the project. Pennsylvania-American shall utilize the asset classes and depreciation periods utilized in its most-recent base rate case as approved by the PaPUC prior to calculating any Annualized CapEx Amount. The pre-tax weighted cost of capital used in calculating the Annualized CapEx Amount will be equal to the pre-tax rate of return from Pennsylvania-American’s most recent quarterly wastewater Distribution System Improvement Charge filing with the PaPUC that included a calculation of the pre-tax rate of return.
  - (c) A portion of the Annualized CapEx Amount will be allocated to the Identified Bulk Municipalities based upon the then-existing percentage share of capacity reserved for the Identified Bulk Municipalities divided by the rated available treatment capacity of the Treatment Plant (the “Bulk Community Portion”). (Currently, that percentage is understood to be 54%, but that value may be adjusted in the future if the Identified Bulk Municipalities purchase additional capacity, sell existing capacity to a community other than an Identified Bulk Municipality, or if there is an increase in the rated available treatment capacity of the Treatment Plant.)
  - (d) The Bulk Community Portion will be used to calculate the CoL Surcharge as follows (and be uniform for the Identified Bulk Municipalities). The Bulk Community Portion of Annualized CapEx Amount will be converted to a capital expense portion of the CoL Surcharge by dividing the Bulk Community Portion by the total 5 (five)-year average annual flows from the Identified Bulk Municipalities (measured in thousands of gallons) occurring in the five years prior to the surcharge. The resulting CoL Surcharge will be expressed in the form of \$ per 1000 gallons amount and billed in accordance with the billing timing for the Sewer Use Charge (Article VII). The capital expense portion of the CoL Surcharge shall not be subject to adjustment by the CPI.
2. **Material O&M Expense Increase.** If a Change of Law event or related Change of Law events result in an increase to prudent and recoverable O&M costs that qualify as a Material O&M Expenses Increase, York Water will be charged a surcharge (the “CoL Surcharge”), appearing

as a separate line item on Pennsylvania-American's invoice to York Water, to be calculated as follows:

- (a) Pennsylvania-American shall make a reasonable estimate of the resulting total additional O&M costs arising from a Change of Law event or related Change of Law events (the "Annualized Additional O&M Cost"). To the extent that requirements associated with a Change of Law event affecting the Treatment Plant are addressed by Pennsylvania-American or affiliated companies at the company level (e.g., through shared services), only that portion of costs attributable to work performed at the company level that relate to the Treatment Plant shall be considered in calculating Annualized Additional O&M Cost.
- (b) The Bulk Community Portion related to any Annualized Additional O&M Cost will be calculated as in the same manner as it is with a Material CapEx Project above.
- (c) The Bulk Community Portion of such Annualized Additional O&M Amount will be converted to a CoL Surcharge expressed in the form of \$ per 1000 gallons by dividing the Bulk Community Portion by the total 5-year average annual flows from the Identified Bulk Municipalities, calculated in the same manner as it is with a Material CapEx Project above.
- (d) The resulting O&M portion of the CoL Surcharge shall be adjusted annually by the CPI in the same manner as provided for the base Sewer Use Charge.

**Section 2 – Notice of Change of Law and Dispute Resolution.** The Parties shall use the following process when a Change of Law event is reasonably expected to require a Material CapEx Project or is reasonably expected to result in a Material O&M Expense Increase:

1. Pennsylvania-American will provide written notice to York Water within one hundred-eighty (180) days of Pennsylvania-American's determination that (i) a Change of Law event has occurred and (ii) such Change of Law event is reasonably expected to require a Material CapEx Project or is reasonably expected to result in a Material O&M Expense Increase.
2. Following provision of such notice, Pennsylvania-American shall keep York Water reasonably informed as studies and plans regarding response to such Change of Law event progress.
3. After Pennsylvania-American has sufficient information to accurately determine the need for and amount of a CoL Surcharge according to the Principles, Pennsylvania-American shall provide a written notice (the "Adjustment Notice") to York Water setting forth the amount of the CoL Surcharge to be effective upon a date certain which may not be less than 60 days from the date of such Adjustment Notice. Pennsylvania-American shall provide supporting documentation demonstrating the calculation of the proposed CoL Surcharge with the Adjustment Notice.
4. Upon request by York Water, Pennsylvania-American shall, within twenty (20) days of a written request, meet with York Water to explain the Change of Law event and calculation.
5. Within sixty (60) days of Pennsylvania-American's Adjustment Notice, York Water may notify Pennsylvania-American in writing of its opposition, if any, to the proposed CoL Surcharge or any portion of the CoL Surcharge. Upon receipt of such notice, Pennsylvania-American and York Water shall engage in good faith negotiations to resolve the dispute. Upon mutual agreement, the Parties may submit the matter to mediation to resolve the dispute. The cost of mediation shall be borne equally by the Parties.



6. If the Parties cannot resolve the dispute within one hundred-twenty (120) days of Pennsylvania-American's Adjustment Notice, the Parties shall refer the matter to AAA arbitration for a final and binding determination.
7. Pennsylvania-American has the right to be paid any CoL Surcharge resulting either from the Parties' good faith negotiations, mediation, or arbitration retroactive to the date Material CapEx Projects are placed in operation or Material O&M Expense Increases are incurred by Pennsylvania-American as identified in the Adjustment Notice for the CoL Surcharge (the "CoL Surcharge Effective Date"), provided that Pennsylvania-American shall not bill York Water for the CoL Surcharge or related retroactive amounts until the next January 1<sup>st</sup> occurring after the CoL Surcharge amount has been finally determined (the "First Billing Date").

Any CoL Surcharge accruing from the period from the CoL Surcharge Effective Date and the First Billing Date shall be paid by York Water as follows: (i) at least 50% within three (3) months of the First Billing Date; and (ii) the balance within six (6) months of the First Billing Date.

## **Article IX**

### **INFLOW AND INFILTRATIONS**

**Section 1 – I&I Specifications.** The Parties shall use commercially reasonable efforts to ensure that the Wastewater, either directly or indirectly by any user into either of their respective systems (West York Borough Collection System and the Sewage System) does not contain unreasonable levels of Inflow and Infiltration or materially adversely affect York Water's ability to fully utilize the capacity allocated to it. Nothing contained in this Agreement prohibits Pennsylvania-American from challenging a change or update to York Water's wastewater tariff or policies that impact Inflow and Infiltration on the West York Borough Collection System.

## **Article X**

### **INDUSTRIAL/COMMERCIAL WASTE**

**Section 1 – IPP Compliance.** A list of establishments that discharge Industrial/Commercial Waste that are subject to the IPP is set forth on Exhibit B. Whenever a new user of the West York Borough Collection System proposes to introduce Industrial/Commercial Waste into the West York Borough Collection System, York Water shall notify Pennsylvania-American and Pennsylvania-American shall cause the user to comply with the Rules and Regulations pertaining to the discharge of Industrial/Commercial Waste. York Water shall assist Pennsylvania-American with implementation and enforcement of the IPP by instituting any necessary resolutions and ordinances that will enable Pennsylvania-American to take necessary enforcement actions.

**Section 2 – Sampling.** Pennsylvania-American may install temporary sampling and metering equipment at or near the Points of Connection in order to sample the Wastewater Pennsylvania-American receives from the West York Borough Collection System and the Wastewater, if any, that Pennsylvania-American discharges to the West York Borough Collection System. If Pennsylvania-American both discharges Wastewater to and receives Wastewater from the West York Borough Collection System, Pennsylvania-American will analyze the samples of the Wastewater it discharges and receives for the same parameters, and, for purposes of determining compliance with this Article X, York Water shall not be responsible for concentrations or loadings of parameters discharged by Pennsylvania-American into the West York Borough Collection System and subsequently discharged by York Water back to the Sewage System.

**Section 3 – Testing.** Pennsylvania-American, from time to time in its discretion, may test Wastewater discharged from the West York Borough Collection System into the Sewage System, including but not limited to testing for pollutants addressed by the IPP. Pennsylvania-American shall provide the test results to York Water upon completion. Pennsylvania-American will provide York Water with a split sampling, if requested by York Water, in order to have additional analytical testing. All costs associated with split sampling and additional analytical testing will be the sole expense of York Water.

**Section 4 – Analysis of Samples.** Samples of Wastewater discharged into the Sewage System from the West York Borough Collection System may be obtained and analyzed by the Parties at any place, at any reasonable time, in order to ensure compliance with the terms and provisions of this Agreement.

**Section 5 – Provision of Information by Pennsylvania-American.** Pennsylvania-American shall furnish or to cause to be furnished to York Water, all information requested by York Water, as appropriate, for determination of the character and strength of Wastewater discharged into the Sewage System or for any such PaDEP or US EPA reporting requirements.

**Section 6 – Provision of Information by York Water.** York Water shall furnish or to cause to be furnished to Pennsylvania-American all information in York Water’s possession and requested by Pennsylvania-American for determination of the character and strength of Wastewater discharged from the West York Borough Collection System into the Sewage System or for any such PaDEP or US EPA reporting requirements.

**Section 7 – Exceedance of Capacity Allocation or Limitation.** The Parties agree that the Meter Locations and other sampling points selected by Pennsylvania-American will be used to determine if the Wastewater discharge exceeds the capacity allocation and limitations set forth in the IPP or violates any prohibition of the IPP. The Parties agree that compliance with the capacity allocation and limitations shall be determined on the basis set forth in Exhibit D. If a capacity allocation or limitation is exceeded, or a prohibition of the IPP is violated, Pennsylvania-American shall notify York Water thereof in writing within thirty (30) days. The Parties agree that York Water shall within six (6) months of receiving such notification from Pennsylvania-American, assist Pennsylvania-American in its enforcement steps by instituting and maintaining ordinances and resolutions that enable Pennsylvania-American to take enforcement actions, to reduce loadings to within the capacity allocation and limitations or assure compliance with the prohibitions of the IPP.

## **Article XI**

### **MEDIATION**

**Section 1 – Mediation and Procedures.** Upon the written request of a Party, any dispute or claim in law or equity arising out of this Agreement (other than matters addressed in Article VIII relating to CoL Surcharges) shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The Parties agree to act in good faith to participate in mediation and to identify a mutually acceptable mediator. If they are unable to agree upon a mediator, the Parties may, after twenty (20) days have elapsed from the date of the written request for mediation, petition the Court of Common Pleas of York County to appoint a mediator; provided, however, that issues within the primary or exclusive jurisdiction of the PaPUC shall in the first instance be referred to the Mediation Division of the PaPUC Office of Administrative Law Judge. Issues within the primary or exclusive jurisdiction of the PaPUC include, but are not limited to, quality of service, discrimination in service offerings, the Rules and Regulations and other PaPUC-approved tariff provisions, PaPUC-approved rates, and the like (“PaPUC Issues”). The Parties shall share equally in the costs, if any. If the dispute or claim is resolved through mediation, the resolution will be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator

shall provide notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution to the dispute or claim in accordance with the remaining terms of this Agreement and other rights and remedies afforded by law.

Upon a Party's request for mediation and where PaPUC Issues are not involved, the Parties to the dispute shall have twenty (20) days to select a mediator. If the Parties cannot agree on a mediator within twenty (20) days and the mediator must be selected as set forth above, the Parties in dispute shall petition the Court of Common Pleas of York County for the appointment of a mediator within ten (10) days of the expiration of the initial twenty (20) day time period. After the selection of the mediator, the Parties shall submit to mediation for a period up to forty-five (45) days. If the dispute or claim is not resolved by the forty-fifth (45<sup>th</sup>) day after the selection of the mediator then the mediator shall provide notice to the Parties reflecting the same and the Parties may seek alternative forms of resolution as stated above; provided, however, that PaPUC Issues shall in the first instance be brought by a Party before the PaPUC.

## Article XII

### MISCELLANEOUS

**Section 1 – Governing Law.** The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Agreement, including torts. Except for PaPUC Issues, any cause of action arising under or related to this Agreement, after any mediation is held in accordance with Section 1 of Article XI, shall be brought in Court of Common Pleas of York County.

**Section 2 – Connected Municipalities Meeting.** After the Effective Date and during the Term, the Parties' understanding is that Pennsylvania-American shall continue to conduct the quarterly Connected Municipalities Meeting currently utilized by the Connected Municipalities and the City of York. Pennsylvania-American shall invite York Water to attend every such quarterly Connected Municipalities Meeting after the Effective Date and during the Term. Pennsylvania-American shall organize and conduct the Connected Municipalities Meeting in such a manner to provide an opportunity for periodic discussion at least on a quarterly basis to review and consider recommendations on all matters relating to this Agreement and the provision of Wastewater treatment services. Upon reasonable notice, York Water or Pennsylvania-American may call a Connected Municipalities Meeting. If a Connected Municipalities Meeting is called outside of the quarterly meeting schedule, Pennsylvania-American shall concurrently invite York Water to attend such Connected Municipalities Meeting.

**Section 3 – Most Favored Nation.** Except any agreement or modification with the Township of Springettsbury and where Pennsylvania-American discounts its charges in order to obtain new or additional Wastewater flow from another of the Connected Municipalities pursuant to Section 5 of Article III, Pennsylvania-American shall not enter into any additional agreements, or modify any existing agreements with any existing or future bulk customer related to accepting, treating and disposing of wastewater at the Sewage System that has the effect of establishing rights or otherwise benefiting other bulk customers in a manner more favorable in any respect to that bulk customer than the rights and benefits established in favor of York Water by this Agreement, unless, in every case, York Water has been provided with the same rights and benefits. This provision shall not apply to rates set by the PaPUC for other bulk customers.

**Section 4 – Waiver.** The failure of any Party to insist upon strict performance of this Agreement or any of the terms or conditions thereof shall not be construed as a waiver of any of its rights hereunder.

**Section 5 – Integration.** This writing constitutes the entire Agreement between the Parties, and there are no other representations or agreements, verbal or written, other than those contained the Agreement. This Agreement supersedes any prior agreements relating to the subject matter hereof in their entirety.

**Section 6 – Notices.** All notices, requests, reports, other communications and approvals required or permitted by this Agreement must be in writing, state specifically that they are being given pursuant to this Agreement and be addressed as follows:

Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055  
Attention: General Counsel

The York Water Company  
130 East Market Street  
York, PA 17401  
Attention: General Counsel

or such other persons or addresses as a Party may from time to time designate by written notice to the other Party. A notice, other communication or approval is deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time or place of receipt), the notice, other communication or approval is deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

**Section 7 – Counterparts.** This Agreement may be executed in any number of counterparts which, taken together, is one and the same agreement. This Agreement becomes effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by electronic mail or facsimile transmission. Such Party is deemed to have executed and delivered this Agreement on the date it sent such electronic mail or facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

**Section 8 – Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect.

**Section 9 – Amendment.** No provision of this Agreement may be amended, modified or waived except by an instrument in writing signed by the Parties; provided that no amendment, modification or waiver may affect the rights, duties and obligations of the Parties hereunder without their prior consent.

**Section 10 – Successors and Assigns.** This Agreement is binding on the Parties and on their respective successors, heirs and assigns.

**Section 11 – PaPUC Approval.** The Parties acknowledge that this Agreement will not be effective until the PaPUC approves this Agreement in the accordance with the settlement to which Pennsylvania-American and York Water are parties at PaPUC Docket No. A-2021-3024681.-

*[Remainder of Page Left Blank Intentionally]*

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed by their duly authorized representatives, this Agreement on the date first above written.

THE YORK WATER COMPANY

PENNSYLVANIA-AMERICAN WATER COMPANY

By:

By:

[name]

[name]

[title]

[title]

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Exhibit A – Points of Connection, System Map and Meter Connections (**CONFIDENTIAL  
PUBLIC UTILITY SECURITY INFORMATION**)

Exhibit B – IPP Establishments

None at this time.



Exhibit C – Pennsylvania-American Water Company’s Rules and Regulations

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS**

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

1. **Applicant:** A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a customer of the Company in accordance with Section C, of this tariff.
2. **B.O.D. (Biochemical Oxygen Demand):** The quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under the standard laboratory procedure for five (5) days at twenty (20) degrees Centigrade. The standard laboratory procedure shall be that found in the latest approved edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation.
3. **Capacity Reservation fee:** A fee charged by the Company for the allocation of capacity on a per EDU basis.
4. **Combined Sewer:** A sewage collection system which conveys both sanitary sewage and storm water flow.
5. **Commission:** The Pennsylvania Public Utility Commission.
6. **Company:** Pennsylvania-American Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
7. **Company Service Line:** Company owned wastewater service line from the sewer main of the Company which connects to the Customer Service Line at the edge of the right-of-way or actual property line.
8. **Customer:** A person or entity who is an owner, occupant or who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service.
9. **Customer Service Line:** Customer owned wastewater service line extending from the end of the Company Service Line or connection to and within the customer's premise.
10. **Domestic Wastewater:** The liquid waste or liquid borne waste: (1) resulting from the non-commercial preparation, cooking and handling of food; (2) consisting of human excrement; or (3) consisting of wastewater, non-commercial laundering water, domestic housekeeping wastewater, and similar types of wastes from sanitary uses, whether generated in residences or sanitary facilities in commercial or industrial facilities, but does not include any storm water or ground water introduced from facilities such as roof leaders, sump pumps, floor drains or industrial wastewater.
11. **Dwelling Unit:** A structure or dwelling intended to be occupied as a whole by one family.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont’d)**

12. **Equivalent Dwelling Units (EDU):** Except for customers in Valley Township, the EDU is a measure based upon the estimated average daily wastewater flow for the type of business, as calculated by the PaDEP Regulation at 25 Pa Code: 73.17 divided by the typical estimated average daily wastewater flow from a current single-family unit. (C)

For customers in Valley Township, the number of equivalent dwelling units is determined as follows: (C)

<b>Unit Schedule for Valley Township</b>	
<b>Category</b>	<b>Units</b>
Single-family dwelling	1
Each family apartment or business suite in a multiple dwelling or office building	1
Each additional apartment or business suite	1
Each half of a double house	1
Each beauty parlor, food market, service station, garage, funeral parlor, doctor’s or dentist’s office	1
Each church or fire company or similar charitable organization	1
Each restaurant or tavern – 20 seats or less	2
Each additional 10 seats or portion thereof	1
Each hotel or motel – 3 rental units or less	1
Each additional 5 rooms or portion thereof	1
Each nursing home, group home, institution or hospital housing 4 beds or less	2
Each additional 2 beds or portion thereof	1
Each commercial and industrial establishment or professional office not otherwise classified which does not discharge an industrial waste, regularly occupied during business hours by less than 8 persons and for each 5 additional persons or portion thereof in regular occupancy during business hours	1
Each school regularly occupied during school hours by 10 persons or less and for each additional 10 persons or portions thereof For the purpose of computing school occupancy the number of pupils to be included for each year shall be the number enrolled in the school on October 1 of each year	1

13. **Garbage:** The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.

14. **Garbage Properly Shredded:** The term “Properly Shredded Garbage”, as used herein, shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

15. **Grinder pump:** Any mechanical or powered device, owned by the Customer, used to grind, macerate or fluidize garbage so that it can be discharged into the Sanitary Sewer.

16. **Industrial/Commercial Wastes:** Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from domestic wastewater.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

17. **Industrial/Commercial Waste Permit:** A wastewater permit issued as required by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
18. **Industrial/Commercial Waste Pretreatment Program:** A program established by the Company that requires industrial and commercial dischargers to monitor, test, treat and control as necessary pollutants in their wastewater prior to discharge into the Sanitary or Combined Sewer.
19. **Line extension (for line extension purposes):** An addition to the Company's main line which is necessary to serve the premises of a Customer. Refer to Section H.
20. **Main:** The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.
21. **Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.
22. **Nonresidential Service:** Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.
23. **Pretreatment:** The application of physical, chemical and/or biological processes to reduce the amount pollutants in, or alter the nature of the polluting properties of, an industrial/commercial process wastewater prior to discharging such wastewater into the Sanitary or Combined Sewer.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

24. **Public Utility:** Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric or wastewater collection, treatment, or disposal for the public for compensation.
25. **Residential Applicant:** A natural person at least 18 years of age not currently receiving service who applies for residential service provided by the Company or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. A Residential Applicant does not include a person who, within 30 days after service termination or discontinuance of service, seeks to have another service reconnected at the same location or transferred to another location within the Company's service territory.
26. **Residential Customer:** A natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. A Residential Customer includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the Company's service territory.
27. **Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit.
28. **Regulatory Agency:** Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities
29. **Sanitary Sewer:** A sewer which primarily carries sanitary wastewater, together with such storm, surface and ground water as may be present.
30. **Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas.
31. **Storm Water Flow:** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
32. **Suspended Solids:** Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
33. **Tariff:** All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
34. **Toxic Substances:** Any substances where gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section A – DEFINITIONS (cont'd)**

**35. Unauthorized Use of Service:** Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a main or service line and customer-owned facilities, unauthorized service restoration, unauthorized stormwater/groundwater connection to Sanitary or Combined Sewer, or the otherwise taking or receiving of wastewater service without the knowledge or approval of the Company.

**36. Wastes:** Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.

**37. Wastewater:** The liquid and water-carried wastes from dwellings, commercial facilities, industrial facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, in the Company's sewer system.

**RULES AND REGULATIONS**

**Section B – The Wastewater Tariff**

**1. Filing and Availability**

A copy of this Tariff, which is the rates, rules and regulations under which wastewater service will be supplied by the Company to its Applicants and Customers in Pennsylvania, is on file with the Pennsylvania Public Utility Commission, and is available and open for inspection at the offices of the Company.

**2. Revisions**

This Tariff may be revised, amended, supplemented and otherwise changed from time to time in accordance with the Pennsylvania "Public Utility Code," and such changes, when effective, shall have the same force and effect as the present Tariff.

**3. Applications of Tariff**

The Tariff provisions apply to any party or parties applying for or receiving service from the Company, including Unauthorized Use of Service.

**4. Amendment of Commission Regulations**

(C)

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, the tariff is deemed to be amended 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.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section C - Applications for Service**

1. **Service Application Required:** Any Applicant who wishes to receive wastewater service from the Company under this Tariff must contact the Company and complete an application for service. Applications for service may be made by completing a written application, by telephoning the Company, or through application via the Company's website on the Internet. All applications for service must be signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. The Company may, at its sole discretion, require that a separate contract for service be signed by the applicant.

Prior to providing utility service, the Company may require the Applicant to provide: (1) information that positively identifies him/her self; (2) the name of any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested; (3) the names of each adult occupant residing at the location, and proof of their identity; or (4) a cash deposit, as may be required in accordance with Section G of this Tariff.

In the case of Residential Applicants, the Company may ask for the combined gross income of all adult occupants at the time the application for service is made; however, the Residential Applicant is not required to provide the information as a condition of receiving wastewater service, unless such applicant is seeking to enroll in the Company's *Help to Others Program*.

Non residential service customers which desire to discharge Industrial/Commercial Wastes into the Sanitary Sewer or existing industrial/commercial users which desire to commence operations of a new facility or a new or different process that will affect the characteristics of the wastewater discharging into the Sanitary Sewer, shall notify the Company prior to the commencement of the new or different operations at the facility and provide such other information regarding the proposed discharge as the Company may request, including an application for an Industrial Waste Discharge Permit when deemed necessary.

2. **Change in Ownership or Tenancy:** A new application must be made to the Company upon any change in ownership where the owner of the property is the Customer, or upon any change in the identity of a lessee where the lessee of the property is the Customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days notice if a new application has not been made and approved for the new customer.



**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section C - Applications for Service (cont'd)**

- 3. Acceptance of Application and Right to Reject:** An application for service shall be considered accepted by the Company only upon written approval by the Company. All regulatory requirements shall be met before Company can provide approval. The Company may limit the amount or character of service it will supply, or may reject applications for service for the following reasons: requested service is not available under a standard rate; requested service may affect service to other customers; for a non-Residential Applicant's or non-Residential Customer's failure to establish Creditworthiness; for failure to address prior Company debts; for the Applicant's failure to provide identifying documentation of the Applicant and each adult occupant residing at the location; when identifying documentation cannot be verified; for the reasons set forth in Section D, paragraph 5, or for other good and sufficient reasons.
- 4. Temporary Service:** In the case of temporary service for less than a 12-month period, the Company may require the Customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the actual costs differ from the estimate, the Applicant will pay to the Company any excess amount due or the Company will refund to the Applicant any excess amount paid.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section D - Construction and Maintenance of Facilities**

1. **Customer Service Line:** The Customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the Customer. The Company reserves the right to determine the size, type, quality, depth, and connection location of the customer service lines. Prior to connection to the Company service line, the Customer, at their sole cost, shall have the Customer service line air pressure tested and checked for alignment by a Company approved qualified person under the supervision of a Company representative.
2. **Separate Trench:** The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. **Customer's Responsibilities:** All service lines, connections and fixtures furnished by the customer shall be maintained by the Customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the Customer shall be protected properly by the customer. All leaks in the Customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the Customer as determined solely by the Company. The failure of a Customer to properly install and maintain a service line, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning service line. For Customers who also receive water service from the Company, where an undetected, non-surfacing, underground leak is found in a Customer's Water Service Pipe, the Company shall credit the Customer with a one-time bill adjustment for wastewater service equal to forty percent (40%) of that portion of one month's consumption that exceeds the average monthly usage, based on the prior twelve month period, upon proper verification that the Water Service Pipe leak has been repaired. The Company shall require documentation to establish, to the Company's satisfaction, the existence of such repaired leak at the Customer's premises. Such bill adjustment will be provided only to the extent the Customer has not received a bill adjustment for an undetected, non-surfacing, underground leak at the same premises in the past five (5) years.
4. **Customer Grinder Pump:** In areas of the collection system where the Company has installed a pressure sewage collection system or where required as determined by the Company, the Customer, in conjunction with the construction of their service line, shall install, own, operate, and maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company. The failure of a customer to properly install and maintain a grinder pump, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning grinder pump.
5. **Right to Reject:** The Company may refuse to connect with any customer service line or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section D – Construction and Maintenance of Facilities (cont'd)**

6. **Water Use Standards for Certain Plumbing Fixtures:** This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

(a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
water closets	1.6 gallons/flush
urinals	1.5 gallons/flush

(b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

7. **Individual Service Lines:** Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company Service Line, and that Customer Service Line shall not cross over the property of or serve any other customer or premise. The maximum service line length shall be two hundred and fifty (250) feet from the point of connections with clean-outs every 50 feet. The Company shall have the right to waive this maximum length requirement at its sole discretion. No additional attachment may be made to any Customer Service Line for any purpose without the express written approval of the Company.

8. **Connection to Company Mains:** No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service lines from the main to the property line or right-of-way.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section E - Discontinuance, Termination and Restoration of Service**

**1. Discontinuance by Customer:** Where a customer requests the Company to discontinue service, the following rules shall apply:

(a) A customer who wishes to have service discontinued shall give at least three (3) days notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the Customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the Customer's intent to discontinue service. The Customer shall not begin to use nor cease to use wastewater service without the prior consent of the Company.

**2. Termination by Company:** Wastewater and/or water service to the Customer may be terminated for good cause, including, but not limited to, the following:

- (a) making an application for wastewater service that contains material misrepresentations;
- (b) failure to repair leaks in sewer pipes or fixtures;
- (c) Unauthorized Use of Service, tampering with any Company Service Line, or installing or maintaining any unauthorized connection;
- (d) theft of sewer service, which shall include taking service without having made a proper application for service under Section C;
- (e) failure to pay, when due, any charges accruing under this tariff;
- (f) discharge of any prohibited substance listed in Section R into the wastewater system;
- (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that has ordered an existing violation on the property to be corrected and that such order has not been complied with or
- (h) material violation of any provisions of the tariff;
- (i) failure to permit access to meters, service connection or other property of the Company for the purpose of replacements, maintenance, operation or repair of meter reading device after proper notice;
- (j) failure to properly install and maintain a grinder pump, including its replacement when improperly functioning as solely determined by the Company;

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section E - Discontinuance, Termination and Restoration of Service (cont'd)**

**2. Termination by Company (cont'd)**

- (k) any unauthorized, un-inspected, or improper connection, as herein defined, found to exist will be required to be disconnected within ten (10) days. The Company may require a plumber's sworn statement or certificate as evidence that the connection has been discontinued;
- (l) Not abiding by the provisions of the Company's Industrial/ Commercial Waste Pretreatment Program;
- (m) Failure to remove direct connections to the Customer Service Line that allow surface, subsurface, storm water, or roof run off water into the Sanitary Sewer;
- (n) Not complying with any part of this tariff;
- (o) Supplying sewer service to other units, buildings or premises when Capacity Reservation Fees have not been paid for in accordance with tariff;
- (p) For termination of water service by Company in accordance with the Company's water tariff on file with the Commission;
- (q) For Customer's tendering payment for reconnection of service that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice; or
- (r) After receiving a written termination notice from the Company, for Customer's tendering payment which is subsequently dishonored under 13 Pa. C.S. § 3502, or, in the case of an electronic payment, that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice.

In order to terminate wastewater service, the Company can at its discretion install a shut off valve on the Company's Service Line to terminate service. The cost for the installation of the shut off valve and all the other charges accruing under this tariff shall be paid to the Company before service is restored.

**3. Turn-on Charge:** Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the Customer of a turn-on fee and the curing of the problem that gave rise to the terminations if under Rule 2. Refer to Schedule of Miscellaneous Fees and Charges; section C for Service Reconnection and Discontinuance Fee.

**4. Service Restoration Following Termination of Service:** When wastewater service to any premise has been terminated by Company for any reason, it will be restored only after the conditions, circumstances, or practices which caused the wastewater service to be terminated are corrected and all applicable arrearages, deposits and fees paid.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section E - Discontinuance, Termination and Restoration of Service (cont'd)**

**5. Termination of Service for Nonpayment of Bills**

Before termination of service, the Company will take the following steps:

- (a) Provide a written notice of termination to the Customer at least 10 days prior to the scheduled shut off and the notice shall be in the form required by the Commission;
- (b) Attempt to make personal contact with the Customer at least three days prior to the shut off date;
- (c) During winter months (December 1 through March 31), if the Company cannot reach the Customer at the time of termination, the Company will leave a 48-hour notice at the residence;
- (d) After complying with paragraphs (B) and (C), the Company will attempt to make personal contact with the Customer or responsible adult at the time service is terminated. Termination of service will not be delayed for failure to make personal contact;
- (e) Upon termination, the Company will make a good faith attempt to provide a post termination notice.

**6. Landlord Ratepayer Termination of Service for Nonpayment of Bills**

Before termination of service to a Landlord Ratepayer that has tenants, the Company will take the following steps:

- (a) Provide a written notice of termination to the Landlord Ratepayer at least 37 days prior to the scheduled shut off;
- (b) Provide written notice of termination to each dwelling unit reasonably likely to be occupied by affected tenant at least 30 days prior to the scheduled shut off;
- (c) Upon termination, the Company will post the termination notice at the dwelling, including common areas when possible.

**7. Protection from Abuse Order**

If you are a victim of domestic violence and have a Protection from Abuse Order or other court order that shows clear evidence of domestic violence, there are special protections available. The Company will not shut off your wastewater service during the winter months (December 1 through March 31), without PUC permission. Depending on your income, a special payment arrangement may be available. Your service may not be terminated on a Friday. You may not be held responsible for a bill in someone else's name. You may not be required to pay a security deposit. If you are required to pay a security deposit, you may be able to pay it over three payments. You will receive additional 48-hour notice prior to termination.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section F - Billing and Collection**

1. **Billing Period:** The Company shall render a bill once every billing period to every Customer in accordance with approved rate schedules. The due date for payment of a bill for Residential and Non-Residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
2. **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 1 of this Section. (C)
3. **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.
4. **Application of Payment:** Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
5. **Return Check Fee:** The customer will be responsible for return check fee as provided in the Schedule of Miscellaneous Fees and Charges section of the tariff, per incident where a check or automatic transfer of funds, which has been presented to the Company or its agent for payment of any bill, is returned by the bank for any reason including, but not limited to, non-sufficient funds, account closed, payment stopped, two signatures required, postdated, stale date, no account, drawn against uncollected funds, and unauthorized signature. This fee is in addition to any and all charges assessed by the bank.
6. **Disputed Bills:** In the event of a dispute between the Customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the Customer. The Customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the Customer sustaining the bill as rendered, the Customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amount received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the Customer.
7. **Payment Arrangement:** A Customer must first contact the Company to request a payment arrangement. The Company will take into consideration the size of the unpaid balance, the ability of the Customer to pay, the payment history of the Customer and the length of time over which the bill accumulated. A Customer has the right to decline the Company's payment arrangement. If a Customer breaks a Company payment arrangement, the Commission may establish a payment arrangement. (C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section G – Credit/Deposits**

**1. Customer's Liability for Charges:**

The Customer who has made application for wastewater service to any premise shall be held liable for all wastewater service furnished to such premise until such time as the Customer properly notifies the Company to discontinue the service for this account.

**2. Prior Company Debts:**

(a) Service will not be furnished to former Customers until any indebtedness to the Company for previous service of the same or similar classification has been satisfied or a payment arrangement has been made on the debt. This rule does not apply to the disputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; and (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed.

(b) The Company may utilize means in accordance with applicable law of determining an Applicant's or Customer's liability for any indebtedness to the Company for previous service, including, but not limited to, the following: (1) use of Company records that containing confidential information previously provided to the Company for service; (2) information contained on a valid mortgage, lease or deed; (3) other information contained in the Company's records that indicate that the Applicant was an adult occupant during the time the prior debt accrued; (4) use of commercially available skip tracing software that contains records of names and addresses; and (5) use of information contained in credit reporting data utilized by the Company.

**3. Residential Customers' Deposits:** The Company may charge deposits to Residential Applicants and Residential Customers as permitted by Commission statutes, rules regulations, and as permitted by Federal Bankruptcy Law.

- (a) . Deposits may be required from a Residential Applicant who is unable to establish Creditworthiness to the satisfaction of the Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that falls within the range of general industry practice and specifically assess the risk of public utility bill payment.
- (b) Deposits may be required from a Residential Customer who fails to comply with the material terms or conditions of a settlement or payment arrangement or is delinquent in the payment of two consecutive bills, or three or more bills within the preceding twelve months.



**RULES AND REGULATIONS**

**Section G – Credit/Deposits (cont'd)**

**3. Residential Customers' Deposits (cont'd):**

- (c) Prior to reconnection of service, deposits may be required from a Residential Applicant or Residential Customer whose service was terminated for any of the following reasons: (a) nonpayment of an undisputed delinquent account; (b) failure to complete payment of a deposit, providing a guarantee or establish credit; (c) failure to permit access to meters, service connections or other property of Company for the purpose of replacement, maintenance, repair or meter reading; (d) Unauthorized Use of Service on or about the affected dwelling; (e) failure to comply with the material terms of a settlement or payment arrangement; (f) fraud or material misrepresentation of identity for the purposes of obtaining utility service; (g) tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment; or (h) violating tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the Company's water distribution system.
- (d) Deposit Amount and Payment Period - For Residential Applicants or Customers, the cash deposit required shall be in an amount equal to 1/6 of an Applicant's or Customer's estimated annual bill at the time the Company determines the deposit is required. Any Residential Applicant or Customer shall have up to 90 days to pay the deposit in full and may elect to pay the required deposit in three installments: 50% bill upon the determination that the deposit is required; 25% billed 30 days after the determination; and 25% billed 60 days after the determination. The Residential Applicant or Customer may elect to pay the deposit in full before the due date.
- (e) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Interest on deposits will be accrued until is returned to the Customer or upon termination or discontinuance of the service covered by the deposit. Deposits from residential customers shall bear simple interest at the rate determined by the Secretary of Revenue for interest on the underpayment of tax under section 806 of The Fiscal Code (72 P.S. § 806). The applicable interest rate for each year shall be determined as of January 1 of that year.

**4. Nonresidential Customers' Deposits:**

- (a) The Company may charge deposits to Non-Residential Applicants and Non-Residential Customers if they have bad credit, lack Creditworthiness, or for other reasonable grounds determined by the Company, and as permitted by Federal Bankruptcy Law.
- (b) 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 the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

**5. Landlord Assumption of Responsibility**

**If an Applicant for service, who is a landlord, assumes responsibility for rates and charges related to water or wastewater service provided to tenants and is billed for such service, the landlord must assume responsibility and be billed for both water and wastewater service, if such service is provided or billed by the Company.**

(C)

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section G – Credit/Deposits (cont'd)**

**6. Denial of Service**

- (a) If the Company denies service, the Company will inform the Applicant in writing of the reasons for the denial within 3 business days of the denial. With the Applicant's consent, the Company may provide to the Applicant the information electronically. The written denial statement will include the reason for the denial and information on the Applicant's ability to challenge the denial. If the Company is requiring payment of an unpaid balance, the Company will specify in writing the amount of the unpaid balance, the dates during which the balance accrued and the location and customer name at which the balance accrued. The statement will inform the Applicant of the right to furnish a third-party guarantor in accordance with Commission regulations and the Applicant's right to contact the Commission.
- (b) The written denial statement will inform the Applicant that if he or she is, based upon household income, confirmed to be eligible for a customer assistance program a deposit is not required. The Company will inform the Applicant of the procedures and documentation necessary to qualify for an exemption from a security deposit requirement.
- (c) The written denial statement will include information informing victims of domestic violence with a protection from abuse order, or a court order issued by a court of competent jurisdiction in this Commonwealth which provides clear evidence of domestic violence, that there are special protections available. The Company will not shut off your wastewater service during the winter without PUC permission. Depending on your income, a special payment arrangement may be available. Your service may not be terminated on a Friday. You may not be held responsible for a bill in someone else's name. You may not be required to pay a security deposit. If you are required to pay a security deposit, you may be able to pay it over three payments. You will receive additional 48-hour notice prior to termination.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section H - Line Extensions for Applicants other than Bona Fide Service Applicants**

1. When an extension to serve a Customer is required or requested, such extension will be made under the terms of a "Sewer Main Extension Agreement" or a "Sewer Main Extension Deposit Agreement".
2. Customer shall contribute all facilities required for the Company to directly connect the Customer to the Sanitary Sewer. This includes pumping stations, vaults, manholes, mains or any other apparatuses where applicable. The Company shall have the right to locate the facilities as required to meet the long term system needs of the Customers.
3. Customer shall also pay a capacity reservation fee to the Company for each proposed equivalent dwelling unit.
4. **Size of Main and Other Facilities:** The Company shall have the exclusive right to determine the type and size of mains and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.
6. **Length of Extension:** In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the property line or right-of-way, which is equidistant from the side property lines of the last lot for which service was requested except where the Company, in its sole opinion, determines that it is necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable wastewater service. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.
7. **Offsite Development Marketing Contracts:** Where it is prudent, reasonable and in the public interest, the Company may, at its option enter into offsite development marketing contracts which depart from the standard terms of the "Sewer Main Extension Agreement" or "Sewer Main Extension Deposit Agreement". These marketing agreements shall become effective 30 days after the Company has filed a copy thereof with the Pennsylvania Public Utility Commission, or in the event that the Commission institutes an investigation, at such time as the Commission grants its approval thereof.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section I- Service Continuity**

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

**2. Liability for Damages:**

(a) **Limitation of Damages for Service Interruptions:** The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the Customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.

(b) **Responsibility for Customer Facilities:** The Company shall not be liable for any loss or damage caused by reason of any break, blockage, leak or other defect in a Customer's service line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents. The Company shall in no event be responsible for maintenance of, or for damage done by sewage escaping from a blockage of the customer's service line or any other pipe or fixture, or from any other cause occurring to any premise or within any house or building.

(c) When the Company incurs costs and the blockage or defect is determined to be on the customer's service line, the Company may request reimbursement and the Customer is responsible to reimburse the Company for associated costs.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section J– 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 K– 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.

**RULES AND REGULATIONS**

**Section L. Privilege to Investigate/Right of Access**

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, including meters, service connections and other property owned by it on the premises of the Customer, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, for disconnecting service for any proper cause, or for purposes of replacement, maintenance, operation or repair thereof.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M – MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS**

**General Provisions**

(A)(1) The Company will extend existing sewer mains for a Bona Fide Service Applicant making application for sewer service, other than temporary or seasonal service, under, and pursuant to, these Rules and Regulations, to commence immediately upon installation of the Street Service Connection.

(2) When the costs of the main extension exceed the Company Contribution as defined in Subsection (D), then such extension will be made under and pursuant to the terms of an Extension Deposit Agreement for Bona Fide Service Applicant, as hereinafter set forth, and subject to the applicable provisions of these Rules and Regulations. The construction of facilities to serve such Bona Fide Service Applicant will not commence until an Extension Deposit Agreement for Bona Fide Service Applicant has been executed and all applicable terms and conditions therein have been satisfied by the Applicant.

(3) When an extension is requested or required to serve a Bona Fide Service Applicant requiring Special Utility Service, construction of the extension or of any facilities needed to provide such Special Utility Service will not commence until a Special Utility Service Agreement has been executed and all applicable terms and conditions therein have been satisfied by the Applicant including, but not limited to, paying the requisite sum of money for construction of the facilities needed to furnish Special Utility Service, in accordance with the Preliminary Memorandum to such Special Utility Service Agreement.

(B) The Company shall have exclusive right to determine the type and size mains to be installed and the other facilities required to render adequate service. If a Bona Fide Service Applicant desires any facilities other than those facilities determined by the Company to be required to render adequate service, those other facilities will be installed by, owned by, maintained by, and will become the sole responsibility of the Bona Fide Service Applicant.

(C) In determining the length of and necessity for any extension required pursuant hereto, the terminal point of such extension shall, in all cases, be at the point in the curb line which is equidistant from the side property lines of the last lot for which sewer service is requested, except as provided in Paragraph B above wherein it may be necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable sewer service. A street service connection will be provided only when Customer service lines from the curb to the premises to be served are laid in a straight line at right angles to the curb line.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M –MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS (cont'd)**

(D) For the purposes of this rule:

(1) "Bona Fide Service Applicant" shall mean a person or entity applying for General Sewer Service to an existing structure for which a valid occupancy permit has been issued if such structure is within the Company's certificated service territory and is either: (1) a primary residence of the Applicant; or (2) a place of business. An Applicant shall not be deemed a Bona Fide Service Applicant if such Applicant is requesting sewer service to: (1) a building lot or subdivision; or (2) a primary residence if such primary residence was constructed, or the request for sewer service was made, as part of a plan for the development of a residential subdivision; or (3) sewer service for temporary or seasonal services. To become a Bona Fide Service Applicant, a person or entity must file a signed application for a new Street Service Connection to qualifying premises, extend the necessary customer service line to the curb line of premises, and request sewer service to begin immediately following installation of the Street Service Connection. If the Company shall be delayed or prevented from installing the Street Service Connection for a period of one (1) year or more from the date of application, the Bona Fide Service Applicant shall have the right to withdraw the Application for Service.

(2) "Company Contribution" shall mean that portion of the main extension costs which the Company will fund based upon the following formula:

Average Annual Revenue		\$ _____
Minus		
Operation and Maintenance Expenses		\$ _____
Subtotal		\$ _____
Divided by		
Depreciation Rate and Weighted Cost of Debt		_____ %
Company Investment		\$ _____

The Bona Fide Service Applicant will be required to pay one-third of the Customer Contribution prior to the commencement of any work by the Company. The Customer Contribution will be an amount equal to the difference between the Company Contribution and the cost of the main extension and applicable interest charges. After the initial payment any remainder will be amortized over thirty-six (36) equal monthly installments beginning with the Bona Fide Service Applicant's first bill for sewer service. The Company will also provide information to the applicant on financial institutions that may offer financing to the Bona Fide Service Applicant for the line extension.

(a) The Average Annual Revenue for residential customers with a 5/8" water meter shall be calculated based upon the average residential consumption for customers with a 5/8" water meter used to determine rates approved by the Pennsylvania Public Utility Commission in the Company's last approved general rate increase. Consumption for residential customers with larger water meters will be determined by selecting up to twenty (20) existing customers with similar water meter sizes, as available, which have received service for at least twelve (12) months prior to the date of application, and applying the Company's latest approved rates to the annual average consumption of those customers.



**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M – MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS (cont'd)**

(b) The Average Annual Revenue for Commercial, Industrial and Municipal customers shall be calculated by selecting up to twenty (20) existing, similar commercial, industrial or municipal ratepayers, as available, which have received service for at least twelve (12) months prior to the date of application, to determine the average consumption to be used in calculating the Company Contribution.

(c) Operation and Maintenance Expenses shall be the Company's average annual operation and maintenance costs associated with serving an additional customer.

(d) The depreciation rate shall be the Company's depreciation rate for the facilities to be installed as determined in the Company's last approved general rate increase filing.

(e) The weighted cost of debt shall be the Company's long-term debt costs as determined in the Company's last approved general rate increase.

(3) "General Sewer Service" shall mean basic residential sewer service or sewer service for general commercial or municipal purposes but excluding, without limitation, sewer service for seasonal or temporary uses and sewer service solely for sprinkler systems or for any other fire protection use.

(4) "Special Utility Service" shall mean any residential or business service which exceeds that required for ordinary residential purposes. By way of illustration but not limitation, Special Utility Service shall include: the installation of facilities such as oversized mains, lift stations, additional plant capacity or pretreatment facilities required as necessary to adequately treat or convey flows, or service to large sewer producing commercial and industrial applicants. An otherwise Bona fide applicant requesting service which includes a special utility service component is entitled to a Bona fide applicant status, including the corresponding contribution toward the costs of the line extension which do not meet the special utility service criteria.

(5) "Street Service Connection" shall mean a pipe with appurtenances used to conduct sewer from a collection main of the Company to the curb line of the premises.

(E) (1) Street service supplying a premise shall not pass through or across any premises or property other than that to be supplied, except as provided in (E) (2). No sewer pipes or plumbing in any premises shall be extended therefrom to adjacent or other premises. Street service connections will not be permitted to cross intervening properties unless there is no other way in which service can be provided and appropriate easements are obtained. Only service applicant(s) owning property in fee which directly abuts a street wherein there is an existing main of the Company will be permitted to attach to the Company's service line for the purpose of receiving sewer service therefrom, unless appropriate easements are obtained pursuant to Subsection(2) below. It is understood that such property owned in fee by the said service applicant(s) shall be a complete standard building lot which complies with the existing zoning laws and regulations of the municipality in which such property is located. It is further understood that if such property owned in fee by a service applicant(s) is subsequently sold, the purchaser of such property will be entitled to receive sewer service upon compliance with all of the provisions of this tariff, but that the seller of such property shall only be entitled to continue to receive service if such seller complies with all of the provisions of this tariff.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section M – MAIN EXTENSIONS FOR BONA FIDE SERVICE APPLICANTS (cont'd)**

(2) A residential service applicant(s) may obtain a recorded easement or right-of-way that runs with the land, of at least fifteen (15) feet in width connecting the property to be served to the street wherein the Company's main is located. Such easement or right-of-way shall not cross multiple properties. The residential service applicant(s) shall present the Company with a certified copy of a duly recorded instrument which (a) describes the easement or right-of-way by metes and bounds, (b) gives the easement in perpetuity to the heirs, successors and assigns of said residential service applicant(s), (c) grants access to the customer or company service line for purposes of repair and replacement, and (d) is recorded in the County Office of the Recorder of Deeds.

(F) Where substantial public need exists and the public health and safety may be compromised by the absence of a public sewer supply in a portion of the Company's authorized service territory, the Company, subject to the Commission's prior approval, may install main extensions and Special Utility Service facilities without the payment of the Customer Contribution that would otherwise be required under subparagraphs (A)(3) and (D)(2), respectively of Section M.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**Calculation of Company Funded Portion of Main Extensions  
(For Illustrative Purposes Only)**

Average Annual Revenue	\$340
minus	
Operation and Maintenance Expenses	\$102
<u>Subtotal</u>	<u>\$238</u>
Divided by	
Depreciation Rate (Mains Only) and Weighted Debt Costs	6.08%
<u>Total</u>	<u>\$3,914</u>

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pennsylvania-American Water Company hereinafter called the "COMPANY," and \_\_\_\_\_ hereinafter called the "BONA FIDE SERVICE APPLICANT."

WHEREAS, the BONA FIDE SERVICE APPLICANT 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 BONA FIDE SERVICE APPLICANT 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 BONA FIDE SERVICE APPLICANT shall not be invoked if the COMPANY has received the construction material, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

THIRD: The BONA FIDE SERVICE APPLICANT hereby agrees, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, to pay for the actual costs of extending the facilities as provided in Paragraph FIRST hereof, by depositing an amount in cash equal to (1) the Estimated Cost less (2) the Company Contribution. Items (1) and (2) 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 the estimated cost of any other facilities which the COMPANY shall have determined are required to render adequate service.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)**

(2) The Company Contribution shall be a credit as determined by the following formula:

Average Annual Revenue	\$ _____
Minus	
Operation and Maintenance Expenses	\$ _____
Subtotal	\$ _____
Divided by	
Depreciation Rate and Weighted Cost of Debt	_____ %
Total	\$ _____

multiplied by the number of bona fide service applicants who will be directly served by the extension.

The BONA FIDE SERVICE APPLICANT agrees to pay at least one-third of the deposit prior to the commencement of construction of the extension, and the remainder of the deposit plus applicable interest charges in thirty-six (36) equal monthly installments beginning with BONA FIDE SERVICE APPLICANT'S first bill for sewer service. Interest will be charged on the unpaid portion each month, equal to the monthly portion of the embedded cost of long-term debt recognized in the Company's last approved general rate increase.

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 foregoing 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 calculations as set forth above but by using the actual cost of the extension, including the actual installation costs of the mains and other facilities, for the Estimated Cost and calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the APPLICANT will deposit any additional amount shown to be due or the COMPANY will refund to the APPLICANT any excess amount shown to have been deposited. Any additional amount of required deposit must be made by the APPLICANT to the COMPANY before the granting of refunds to the APPLICANT.

FOURTH: The COMPANY hereby agrees to refund to the BONA FIDE SERVICE APPLICANT during the period of ten (10) years from actual date of deposit as shown on the Preliminary Memorandum a Per-Customer Refund Amount for each additional BONA FIDE SERVICE APPLICANT 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 amount of the original deposit by the BONA FIDE SERVICE APPLICANT to the COMPANY as of the date of the refund, and further provided that, if there is an unpaid balance owed then the Per-Customer Refund Amount shall first be deducted from the unpaid balance. All or any part of the deposit not refunded within said 10-year period shall become the property of the COMPANY. The Customer Refund Amount shall be the Company contribution divided by the number of customers connected to the initial main extension.

FIFTH: The BONA FIDE SERVICE APPLICANT may request refunds under Paragraph FOURTH, once in each Calendar quarter, furnishing the COMPANY, at such time, a listing of additional bona fide service applicants; however, failure on the part of the BONA FIDE SERVICE APPLICANT 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.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)**

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

SEVENTH: This agreement shall be valid and binding on the COMPANY only when executed by its duly authorized representative.

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 BONA FIDE SERVICE APPLICANT at

\_\_\_\_\_  
(Address of BONA FIDE SERVICE APPLICANT)

\_\_\_\_\_  
**Issued:**

\_\_\_\_\_  
**Effective:**

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.

WITNESS:

\_\_\_\_\_

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

BONA FIDE SERVICE APPLICANT:

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section N – EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)**

**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 \_\_\_\_\_, 20\_\_\_, for the installation by the COMPANY of certain sewer main(s) and other facilities therein described. It is, therefore, agreed and stipulated:

- (a) Estimated Cost Main(s) \$ \_\_\_\_\_
- (b) Estimated Cost of Other Facilities \$ \_\_\_\_\_
- (c) Total \$ \_\_\_\_\_
- (d) Company Contribution \$ \_\_\_\_\_
- (e) Amount of Deposit \$ \_\_\_\_\_ (c) minus (d)

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

Dated: \_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

Title: \_\_\_\_\_

BONA FIDE SERVICE APPLICANT:

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**  
**RULES AND REGULATIONS**

**Section N- EXTENSION DEPOSIT AGREEMENT FOR BONA FIDE SERVICE APPLICANT (cont'd)**

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 \_\_\_\_\_, 20\_\_\_, for the installation by the COMPANY of certain sewer main(s) and other facilities therein described. It is, therefore, agreed and stipulated:

- (a) Actual Cost of Main(s) \$ \_\_\_\_\_
- (b) Actual Cost of Other Facilities \$ \_\_\_\_\_
- (c) Total \_\_\_\_\_
- (d) Company Contribution \$ \_\_\_\_\_
- (e) Amount of Deposit \$ \_\_\_\_\_ (c) minus (d)

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

Dated: \_\_\_\_\_  
 Date

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

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

BONA FIDE SERVICE APPLICANT:  
 \_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O-- SPECIAL UTILITY SERVICE**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pennsylvania-American Water Company hereinafter called the "COMPANY," and \_\_\_\_\_ hereinafter called the "APPLICANT."

WHEREAS, the APPLICANT desires Special Utility Service, as defined in Section M(4) of the Company's tariff and as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: THE COMPANY contracts and agrees to construct the facilities needed to furnish Special Utility Service shown in red on the diagram hereto attached and made a part hereof and described and located as follow:

(LEAVE SPACE FOR DESCRIPTION)

SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing facilities hereinabove described because of its failure to secure 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 APPLICANT 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 APPLICANT shall not be invoked if the COMPANY has received the construction material and the APPLICANT has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its Complete on.

THIRD: The APPLICANT hereby agrees to pay to 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 the Estimated Cost. The Estimated Cost shall be the estimated cost including material, labor and overheads of the facilities hereinabove described for providing Special Utility Service.

Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the payment required in accordance with foregoing provisions. Upon completion of the Memorandum in the form attached shall be prepared and signed by both parties showing the payment required based on the same calculation as set forth above but by using the actual installation cost of the facilities, for the Estimated Cost. If the payment shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the APPLICANT shall pay any additional amount shown to be due or the COMPANY will refund to the APPLICANT, without interest, any excess amount shown to have been paid, it being the intent of this agreement that the payment required shall be based on actual installation cost. If the actual installation cost exceeds the payment required as shown on the Preliminary Memorandum, the additional amount of required payment must be made by the APPLICANT to the COMPANY before installation of the facilities, a Final service to the APPLICANT commences.



**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O- SPECIAL UTILITY SERVICE (cont'd)**

FOURTH: The ownership of the facilities installed hereunder shall at all times be with the COMPANY, its successors and assigns.

FIFTH: This agreement shall be valid and binding on the COMPANY only when executed by its duly authorized representative.

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 Applicant at \_\_\_\_\_

(Address of APPLICANT)

EIGHTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the words, phrases, and terms thereof 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.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

Title: \_\_\_\_\_

APPLICANT:

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O- SPECIAL UTILITY SERVICE (cont'd)**

**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 \_\_\_\_\_, 20\_\_\_\_, for the installation by the COMPANY of certain facilities therein described. It is, therefore, agreed and stipulated:

(a) Estimated Cost of Facilities for Special Utility Service (exclusive of the cost of the main and appurtenances, street service connection and meter) \$ \_\_\_\_\_

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

Dated: \_\_\_\_\_  
Date of Payment

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

Title: \_\_\_\_\_

APPLICANT:

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section O- SPECIAL UTILITY SERVICE (cont'd)**

**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 \_\_\_\_\_, 20\_\_\_\_, for the installation by the COMPANY of certain facilities therein described. It is, therefore, agreed and stipulated:

- (a) Actual Cost of Facilities \$ \_\_\_\_\_  
for Special Utility Service  
exclusive of the cost of the  
main and appurtenances, street  
service connection and meter)

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

Dated: \_\_\_\_\_  
Date of Payment on  
Preliminary Memorandum

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

PENNSYLVANIA-AMERICAN WATER COMPANY

BY: \_\_\_\_\_

Title: \_\_\_\_\_

APPLICANT:

\_\_\_\_\_

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section P - Grinder Pumps for Paint-Elk Wastewater**

This section applies to those customers from the former Paint-Elk Joint Sewer Authority (PEJSA) whose service addresses are listed on updated Schedule 1.1 of the acquisition closing documents. Original Schedule 1.1 from the Purchase Agreement was included in PAWC's Application filing on 12/6/2013, which was approved by the Public Utility Commission's Order entered on July 24, 2014, at Docket Number A-2013-2395998.

1. Those customers within the Former PEJSA whose addresses do not appear on Schedule 1.1 of the Purchase Agreement own their Customer service line in its entirety, including the grinder pump on their Customer service line should one exist.
2. For those customers within the Former PEJSA whose addresses appear on Schedule 1.1 of the Purchase Agreement, PAWC shall own and maintain the grinder pump units for a period of three years from the date of Closing.
3. PAWC shall be responsible to repair/replace any malfunctioning grinder pumps during this three year period. The decision to repair/replace shall be made in PAWC's sole discretion. Any customer may indicate to PAWC that it does not wish to have this service and such services shall cease upon notification from the customer and the ownership of the grinder pump unit shall revert to the customer.
4. The customer must agree to allow PAWC the necessary access to maintain the grinder pump unit or PAWC's obligation as to that particular customer shall cease without any further obligation from PAWC.
5. Three years from the date of Closing, PAWC's obligation to operate and maintain the grinder pump units shall cease. At that time, PAWC will provide written notification to the addresses listed on Schedule 1.1 that ownership of the grinder pump units has transferred to the customer and all responsibilities related to the grinder pump unit reside with the customer.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section Q – Liability of Company (General)**

1. The liability of the Company for any loss or damages due to any negligent act of omission or commission, by the Company, shall be limited to and in no event exceed an amount equivalent to 1/4 the average charge of 4 billing periods to the Customer for the period of service during which such deficiency has occurred. Such average shall be determined by reference to the billed charges to the Customer for the four billing periods immediately prior to the billing period during which the loss or damage occurred.  

(C)
2. In any legal action where a court does not recognize, or is being asked to interfere with or hamper, the jurisdiction of the Commission to authorize limitations of liability or to exclusively determine whether the service and facilities of the Company are in conformity with the regulation and Order of the Commission, the Company may certify to the Commission the question of the appropriateness of such court action by filing a petition for declaratory judgment with the Commission.
3. Notwithstanding any provision in this tariff to the contrary, the Company shall not be liable in any action where the loss or damage involves an act of God or does not involve a duty of the Company, including breaks or leaks on facilities that are not owned by the Company, such as breaks, leaks, defects or condition in the Customer's own service line, meter vault, pressure reducing valve, back flow prevention device, check valve, pressure relief valve, or any other control valve, internal plumbing or fixture, or due to the materials out of which those facilities are made. Further, the Company shall not be liable in any action where the loss or damage does not involve a breach of a duty of the Company, including where the Company does not receive actual notice, either written or oral, that a Company facility (located within the public right-of-way, in a sidewalk or on a Customer's property) is in need of repair, such as the condition or elevation of a curb box or valve box that is not proven to have been in that condition at the time of installation or that is caused by a plumber, developer, or other person or event.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section R- Wastewater Control Regulations**

1. **Applicability:** These provisions shall apply throughout the Company's service territory. For those systems where an Industrial Pretreatment Program (IPP) is required by the United States Environmental Protection Agency (EPA), Pennsylvania Department of Environmental Protection (DEP) or by the Company, all applicable customers shall comply with such IPP regulations. For a Commercial or Industrial Customer that is also subject to the provisions of an IPP of this tariff, to the extent a conflict exists between the provisions of this Section and the provisions of the applicable IPP, the terms of the IPP shall control. .
2. **General Prohibitions:**
  - (a) No storm water from pavements, area ways, runoff basins, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Company Sanitary Sewer.
  - (b) The discharge of garbage to the Sanitary or Combined Sewer is expressly prohibited. Properly shredded biodegradable garbage may be discharged into the Sanitary or Combined Sewer with no particle greater than one-half inch in dimension.
3. **Prohibited Discharges:** The Company reserves the right to refuse connection to its Sanitary or Combined Sewer and/or to compel the discontinuance of the use of any system, or to require pre-treatment of Wastes by any Customer, in order to prevent the discharge of any Wastes to the Sanitary or Combined Sewer system which may be deemed harmful to the Sanitary or Combined Sewer system, or to have an adverse effect on the sewage treatment processes. Except from the written consent of the Company, there shall be excluded from the sewage system but not limited to, any wastes having suspended solids and Wastes having any or all of the following characteristics:
  - (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
  - (b) Wastes having a temperature in excess of 120 degrees F. or less than 32 degrees F that enters the Sanitary or Combined Sewer or Wastes entering the plant that increase the temperature of the Wastewater at the headworks of the plant to exceed 104 degrees F.
  - (c) Wastes having a pH lower than 6.0 or higher than 9.0, or having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.
  - (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section R- Wastewater Control Regulations (cont'd)**

- (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, dairy products, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- (g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- (h) Wastes containing any substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.
  - (i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or Sanitary or Combined Sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
  - (j) Wastes containing fats, wax, tar, grease or oil of petroleum origin, whether emulsified or not, in excess of one hundred mg/L, or petroleum oil, non biodegradable cutting oil or petroleum products of mineral oil origin in amounts that will cause interference or pass through at the wastewater treatment facilities.
  - (k) Wastes containing an average concentration of oils and greases, of the Hydrocarbon variety or any Freon extractables which are not biodegradable in excess of 10 mg/L.
  - (l) Wastes containing more than 10 mg/L of any of the following gases: hydrogen sulfide; sulfur dioxide; nitrous oxide; or any of the halogens.
  - (m) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation or exceed the limitation set forth in a National Categorical Pretreatment Standard. Toxic pollutants or substances shall include but not limited to Wastewater containing cyanide, chromium, cadmium, mercury, copper, nickel, or materials listed as hazardous materials.
- (n) Any waste containing toxic substances in quantities sufficient to interfere with the biochemical/biological processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
- (o) Any waste containing radioactive isotopes or other radioactive materials.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section R- Wastewater Control Regulations (cont'd)**

- (p) Sludges resulting from the treatment of concentrated solutions that are not acceptable for discharge to the Sanitary or Combined Sewer.
- q) Waste introduced into the Sanitary or Combined Sewer with any pollutants which cause pass through or interference; whether or not the customer is subject any other national, state, or local pretreatment standards or requirements.
- r) Waste containing any color which may not be removed in the wastewater treatment process.

Effluent limitations promulgated as categorical standards, 40 C.F.R. Chapter 1, Subchapter N and 40 C.F.R. 403.6 shall apply in any instance where they are more stringent than those in this section.

The local limits in this section may be supplemented with more stringent limitations if the Company determines that the limitations in subsection (a) through (p) above may not be sufficient to protect the operation of the sewerage system or to enable the water pollution control plant to comply with water quality standards or effluent limitations specified in the Company's NPDES permit.

- 4. **Disposal of Wastes From Septic Tanks and Cesspools:** No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's Sanitary or Combined Sewer, except as designated by the Company.
- 5. **Penalties:** The Company reserves the right to terminate water and/or wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
- 6. **Damages:** In the event of any damage to the Company's wastewater system caused by a Customer, or a Customer's representative, such damage shall be immediately reported to the Company and said Customer shall reimburse the Company for the costs of such repairs, testing, consulting and all other costs associated with the damage. Any user violating any of the provisions of these Rules and Regulations shall become liable to the Company for all expenses, losses, or damages occasioned by the Company by reason of such violation, whether incidental or consequential.



**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section S – Stormwater Connections to Sanitary or Combined Sewer System:**

(a) No person shall install any new connection to discharge stormwater or groundwater drainage to a Sanitary or Combined Sewer, or undertake any modification that increases the flow of stormwater or groundwater being discharged via an existing connection to the Sanitary or Combined Sewer, without applying for and obtaining a Connection Permit from the Company. Consideration and issuance of any Connection Permit is subject to the following:

(1) No new or increased discharge of stormwater or groundwater to the Sanitary or Combined Sewer will be permitted if separate stormwater system facilities or receiving streams exist in reasonable proximity to the proposed connection to the Sanitary or Combined Sewer. The person seeking a Connection Permit must demonstrate to the satisfaction of the Company that the discharge stormwater or groundwater flows to anywhere but to the Sanitary or Combined Sewer is not (i) technically or economically feasible, or (ii) permissible under applicable environmental regulations.

(2) No new or increased discharge of stormwater or groundwater will be allowed unless there is adequate capacity in the Sanitary or Combined Sewer system, and such flows can be managed in compliance with all laws and requirements applicable to the Sanitary or Combined Sewer system. When known or potential hydraulic capacity overloads may exist or may be created as the result of the proposed new or modified connection to the Sanitary or Combined Sewer, the Company reserves the right to require a detailed hydraulic study of the affected portion of the Sanitary or Combined Sewer system. The work and costs associated with such study shall be paid for by the party seeking the Connection Permit.

(3) Any new or modified connection involving the discharge of stormwater or groundwater to the Sanitary or Combined Sewer shall comply with all applicable state regulations and municipal ordinances.

(4) In the case of new or modified connections from a property that is presently contributing stormwater or groundwater drainage to a Sanitary or Combined Sewer, the peak rate of discharge must be controlled. The peak rate of discharge to the Sanitary or Combined Sewer after development or improvement shall be no greater than 75% of the peak rate of discharge to the Sanitary or Combined Sewer prior to development or improvement under storm conditions up to a 100-year rainfall event. Stormwater peak discharge and runoff shall be determined through the use of: (A) the USDA NRCS Soil Cover Complex Method as set forth in Urban Hydrology for Small Watersheds, Technical Release No. 55 (USDA, 1986), with specific attention given to antecedent moisture conditions, flood routing, time of concentration, and peak discharge specifications included therein and in Hydrology National Handbook, Section 4 (USDA, 1985); (B) the USDA NRCS Technical Release No. 20; or (C) other procedures as approved by the Company. Refer to Pennsylvania Stormwater Best Management Practices Manual (363-0300-002) dated December 30, 2006.

(5) Except where specifically approved by the Company, all new sanitary sewer laterals and mains shall be separate from stormwater laterals and mains.

(b) If a connection to the Sanitary or Combined Sewer is permitted as provided in 5(a), (1) any facilities using the connection to the Sanitary or Combined Sewer shall utilize inlet structures equipped with devices to prevent solids and floatable debris from entering the Sanitary or Combined Sewer of a design approved by the Company; and (2) the connection shall be made to an existing or new manhole or other Company approved structure that complies with design standards prescribed by the Company.

(c) No downspout gutter shall be connected to the Sanitary or Combined Sewer.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section T – Industrial Pretreatment Program (Coatesville District) (IPP-C)**

This Section applies to Industrial and Commercial customers served under Rate Zone 1 and located in the Coatesville District area of the Company's service territory **and Rate Zone 11 - Valley**. All such customers shall comply with the "Coatesville District Industrial Pretreatment Program Regulations" ("IPP-C") and as may be amended by the Company or the Pennsylvania Department of Environmental Protection from time to time. The currently effective IPP-C will be made available on the Company's website. (C)

Such customers shall be responsible for the charges and fees scheduled below related to the implementation, administration, and enforcement of the IPP-C, and for the additional costs for treatment of wastewaters from such customers who have excess loadings and characteristics. Fees under this Section are separate from and in addition to all other rates chargeable by the Company under this tariff.

The fees as set forth in Schedule IPP-C-1 below will be in effect for customers subject to the IPP-C. Terms are as defined by IPP-C.

**SCHEDULE IPP-C-1**

**1.1 General Fees.**

<b>1.1.1 Application for Service/Waste Survey</b> - Each new commercial or industrial customer will be assessed a charge for the review of the Waste Survey Form attached to the Company's Application for Service Form.	\$50.00
<b>1.1.2. Industrial Wastewater Discharge Permit Application or Permit Modification Application</b> - Each customer determined to be a Significant Industrial User will be assessed a charge for the review of the Industrial Wastewater Discharge Permit application and for site inspection.	\$1,100.00
<b>1.1.3. Industrial Wastewater Discharge Permit</b> - Each customer required to submit an Industrial Wastewater Discharge Permit Application will be assessed a charge for the preparation of the Industrial Wastewater Discharge Permit that is specific to that customer, which may include, but is not limited to pretreatment, waste minimization and spill control requirements, local limits and other conditions required by the Company's IPP-C.	At Cost
<b>1.1.4. Industrial Wastewater Discharge Permit Application for Renewal or Transfer</b> - Each customer with a discharge permit will be assessed a charge for the review of the application for renewal or transfer of the permit. If changes are required to the permit, they will be done at cost as noted in Item #3 above.	\$250.00

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section T – Industrial Pretreatment Program (Coatesville District) (IPP-C) (cont'd)**

**1.1 General Fees (cont'd)**

- 1.1.5. Facilities for Pretreatment, Accidental Discharge, Slug Control and or Monitoring** - Customers required to provide facilities for wastewater pretreatment and/or accidental/slug discharge or monitoring will be assessed a charge for the Company to review the plans and operating procedures required by the Company's IPP-C. At Cost
- 1.1.6. Monitoring Reports** - Customers will be assessed a charge for the Company to review each of the reports submitted as required by the Company's IPP-C. \$250.00
- 1.1.7. Facility Inspections** - Customers that require inspections by the Company for permitting, monitoring and compliance/noncompliance purposes will be assessed a charge for these services per each inspection. \$250.00
- 1.1.8. Sampling and Analysis** - Customers whose discharge requires the Company to perform or to arrange for compliance monitoring will be assessed a charge for each sampling event and laboratory analysis. This charge may include sampler rental and set-up, sample pick-up or delivery and lab report charges. At Cost
- 1.1.9. Noncompliance Repair or Maintenance** - Customers causing any violations that result in needed repairs or maintenance to the Company's Sewer System will be assessed a charge to reimburse the Company for its expenses. This charge may include but is not limited to, charges from haulers, cleaning crews, contractors, plumbers, excavations and vacuum sewer services. At Cost

**1.2 Specific Fees.**

1.21 In the event that the Company consents to accept into the Sanitary Sewer system Industrial/Commercial Wastes containing more than 300 milligrams per liter by weight (mg/L) of suspended solids and/or 300 mg/L of 5 day biochemical oxygen demand, otherwise prohibited under this Section, there is hereby imposed for such service in addition to the sanitary sewage quantity, a surcharge for the Suspended Solids and 5-day Biochemical Oxygen Demand (BOD5) contained in said wastes in excess of 300 mg/L, in accordance with the following schedule:

(i) \$0.10 per pound of BOD5 in excess of 300 mg/L. Calculated as:  $BOD5 \text{ in mg/L} - 300 \text{ mg/l} \times \text{Wastewater volume in million gallons} \times 8.34 \times \$0.10/\text{pound}$ .

(ii) \$0.06 per pound of Total Suspended Solids (TSS) in excess of 300 mg/L. Calculated as:  $TSS \text{ in mg/L} - 300 \text{ mg/l} \times \text{Wastewater volume in million gallons} \times 8.34 \times \$0.06/\text{pound}$ .

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section T – Industrial Pretreatment Program (Coatesville District) (IPP-C) (cont'd)**

**1.2 Specific Fees (cont'd)**

1.2.2 In the event the Company elects to accept Industrial/Commercial Wastes having a pH below 6.0 S.U. the total acid equivalent of such wastes, expressed as 100% sulfuric acid shall be considered as one pound of Suspended Solids. For purposes of calculating Surcharges, the total sum computed by adding the acid equivalent so determined to the actual Suspended Solids content shall be considered to be the Suspended Solids content of the acidic wastes. The charges for treatment of such acidic wastes shall be subject to the same Surcharges as above set forth for wastes containing excessive solids.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section U– Industrial Pretreatment Program: Scranton Area, All Service Areas under Rate Zones 1 (Except Coatesville), 2, 3, 7, 8 and 10 - Kane (IPP-S) (C)**

This Section applies to Industrial and Commercial customers served throughout the Company's service territory under Rate Zone 1 of this tariff, except for the customers subject to Section T of this tariff pursuant to the provisions thereof, and Rate Zones 2, 3, 7, 8 and 10 - Kane of this tariff. (C)

All such customers shall comply with the "Industrial Pretreatment Program (Scranton-Area)" ("IPP-S") as required by and submitted to the Pennsylvania Department of Environmental Protection and as may be amended from time to time. The currently effective IPP-S will be made available on the Company's website.

Such customers shall be responsible for the charges and fees scheduled below related to the implementation, administration, and enforcement of the IPP-S, and for the additional costs for treatment of wastewaters from such customers who have loadings and characteristics that are in excess of Domestic Sewage as defined by the IPP-S. Pursuant to the IPP-S, IPP-S fees are set by this tariff. IPP-S fees are separate from and in addition to all other rates chargeable by the Company under this tariff.

The fees as set forth in Schedule IPP-S-1 below will be in effect for customers subject to the IPP-S. Terms are as defined by IPP-S.

**SCHEDULE IPP-S-1**

**1.1. General Fees**

1.1.1. IWDP Application Fee: \$1,000.00

1.1.2. IWDP Transfer/Modification/Renewal Fee: \$250.00

1.1.3. Facility Inspection Fee: \$250.00 per inspection

1.1.4. Monitoring Report Review Fee: \$250.00 per monitoring report

1.1.5. Sampling and Analysis Fee: Actual cost of sampling and laboratory analysis plus 25% to cover administrative costs.

1.1.6. Accidental Discharge, Slug Control, and/or Monitoring Fee: Actual cost of response to accidental discharges or discharges of slugs loads, including but not limited to the costs incurred for any additional treatment or other actions required to manage such discharges, monitoring and response to such discharges, correction of any resulting contamination or other impacts to the Treatment Works, including the Collection System and Treatment Plant.

1.1.7. Compliance and Enforcement Fee - Administrative and Legal: Actual cost incurred by the Company for investigation and actions to address a User's non-compliance with the terms of this IPP or any IWDP.

1.1.8. Damage Repair: Actual cost for cleaning, repair, replacement and/or correction of any damage to the Treatment Works, including the Collection System and the Treatment Plant, caused or contributed to by a User's discharge.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section U – Industrial Pretreatment Program: Scranton Area, All Service Areas under Rate Zones 1  
(Except Coatesville), 2, 3, 7, 8 and 10 - Kane (IPP-S) (cont'd) (C)**

**1.1. Specific Fees**

**1.1.1. Industrial Loading Fee** - applicable on a quarterly basis to discharges with loadings above typical Domestic Sewage loadings up to but not exceeding any applicable Local Limit or IWDP limit, based on sampling and analysis by the Company and sampling required to be reported by the User under an IWDP:

Quarterly Fee (\$) =  $Q \times \{((\text{BOD5 Actual} - \text{BOD5 Domestic}) \times \text{BOD5 Cost Factor}) + ((\text{NH3-N Actual} - \text{NH3-N Domestic}) \times \text{NH3-N Cost Factor}) + ((\text{TSS Actual} - \text{TSS Domestic}) \times \text{TSS Cost Factor})\}$

Where:

BOD5 Actual = actual concentration of BOD5 in mg/l as measured by the Company or the Industrial User

BOD5 Cost Factor = Treatment cost for BOD5 for the system = 0.0045

BOD5 Domestic = 330 mg/l, the typical concentration in Domestic Sewage

NH3-N Actual = actual concentration of NH3-N in mg/l as measured by the Company or the Industrial User

NH3-N Cost Factor = Treatment cost for NH3-N for the system = 0.0063

NH3-N Domestic = 23 mg/l, the typical concentration in Domestic Sewage

Q = Total flow for the quarter measured in thousand gallons

TSS Actual = actual concentration of TSS in mg/l as measured by the Company or the Industrial User

TSS Cost Factor = treatment cost for TSS for the system = 0.0028

TSS Domestic = 350 mg/l, the typical concentration in Domestic Sewage

**1.1.2. Excess Loading Fee** - applicable to discharges with loadings that exceed a Local Limit or IWDP limit:

If in any monthly period, the loading of BOD5, NH3-N, or TSS exceeds a Local Limit or IWDP limit, then for the applicable parameter, in calculating the Industrial Loading Fee under §1.2.1, the BOD5 Cost Factor, NH3-N Cost Factor and/or TSS Cost Factor, applicable to the total loading of that parameter will be 125% of the value set forth in §1.2.1 to compensate for the additional administrative, oversight and management costs associated with managing such excessive loadings.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section U – Industrial Pretreatment Program: Scranton Area, All Service Areas under Rate Zones 1  
(Except Coatesville), 2, 3, 7, 8 and 10 - Kane (IPP-S) (cont'd) (C)**

**1.2 Specific Fees (cont'd)**

- 1.1.1. **Special Discharge Fee** - applicable to discharges with loadings or concentrations that exceed a Local Limit or IWDP limit and that impact sludge handling or disposal methods and costs, necessitate acquisition of nutrient credits, result in damages to the facility, or require extraordinary measures:

Fee = Actual cost incurred by the Company, including but not limited to: (1) additional costs of managing impacted sludge (including costs related to use of alternative disposal facilities, additional monitoring, etc.), (2) costs of acquiring nutrient credits to meet NPDES Permit cap limits; (3) costs of repairs to and restoration of the Treatment Works, including the Collection System and Treatment Plant; or (4) costs of implementing any other measures required to control, manage and address such excessive loadings or concentrations.

**(C) means Change**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section V – Industrial Pretreatment Program (McKeesport-Area) Compliance**

**(C)**

This Section applies to Industrial and Commercial customers served under Rate Zone 6 of this tariff. All such customers shall comply with the "Industrial Pretreatment Program (McKeesport-Area)" ("IPP-M") as required by and submitted to the Pennsylvania Department of Environmental Protection and as may be amended from time to time. The currently effective IPP-M will be made available on the Company's website.

Such customers shall be responsible for the charges and fees scheduled below related to the implementation, administration, and enforcement of the IPP-M, and for the additional costs for treatment of wastewaters from such customers who have loadings and characteristics that are in excess of Domestic Sewage as defined by the IPP-M. Pursuant to the IPP-M, IPP-M fees are set by this tariff. IPP-M fees are separate from and in addition to all other rates chargeable by the Company under this tariff.

The fees as set forth in Schedule IPP-M-1 below will be in effect for customers subject to the IPP-M Terms are as defined by IPP-M.

**SCHEDULE IPP-M-1**

**1.1 General Fees**

- 1.1.1. IWDP Application Fee: \$1,000.00
- 1.1.2. IWDP Transfer/Modification/Renewal Fee: \$250.00
- 1.1.3. Facility Inspection Fee: \$250.00 per inspection
- 1.1.4. Monitoring Report Review Fee: \$250.00 per monitoring report
- 1.1.5. Sampling and Analysis Fee: Actual cost of sampling and laboratory analysis plus 25% to cover administrative costs.
- 1.1.6. Accidental Discharge, Slug Control, and/or Monitoring Fee: Actual cost of response to accidental discharges or discharges of slugs loads, including but not limited to the costs incurred for any additional treatment or other actions required to manage such discharges, monitoring and response to such discharges, correction of any resulting contamination or other impacts to the Treatment Works, including the Collection System and Treatment Plant.

**(C)** means Change



**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section V – Industrial Pretreatment Program (McKeesport-Area) Compliance (cont'd) (C)**

- 1.1.7. Compliance and Enforcement Fee - Administrative and Legal: Actual cost incurred by the Company for investigation and actions to address a User's non-compliance with the terms of this IPP or any IWDP.
- 1.1.8. Damage Repair: Actual cost for cleaning, repair, replacement and/or correction of any damage to the Treatment Works, including the Collection System and the Treatment Plant, caused or contributed to by a User's discharge.

**1.2 Specific Fees**

- 1.2.1 Industrial Loading Fee - applicable on a quarterly basis to discharges with loadings above typical Domestic Sewage loadings up to but not exceeding any applicable Local Limit or IWDP limit, based on sampling and analysis by the Company and sampling required to be reported by the User under an IWDP:

Quarterly Fee (\$) =  $Q \times \{((\text{BOD5 Actual} - \text{BOD5 Domestic}) \times \text{BOD5 Cost Factor}) + ((\text{NH3-N Actual} - \text{NH3-N Domestic}) \times \text{NH3-N Cost Factor}) + ((\text{TSS Actual} - \text{TSS Domestic}) \times \text{TSS Cost Factor})\}$

Where:

BOD5 Actual = actual concentration of BOD5 in mg/l as measured by the Company or the Industrial User

BOD5 Cost Factor = Treatment cost for BOD5 for the system = 0.0045

BOD5 Domestic = 330 mg/l, the typical concentration in Domestic Sewage

NH3-N Actual = actual concentration of NH3-N in mg/l as measured by the Company or the Industrial User

NH3-N Cost Factor = Treatment cost for NH3-N for the system = 0.0063

NH3-N Domestic = 23 mg/l, the typical concentration in Domestic Sewage

Q = Total flow for the quarter measured in thousand gallons

TSS Actual = actual concentration of TSS in mg/l as measured by the Company or the Industrial User

TSS Cost Factor = treatment cost for TSS for the system = 0.0028

TSS Domestic = 350 mg/l, the typical concentration in Domestic Sewage

**(C) means Change**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section V – Industrial Pretreatment Program (McKeesport-Area) Compliance (cont'd) (C)**

- 1.2.2. Excess Loading Fee - applicable to discharges with loadings that exceed a Local Limit or IWDP limit:

If in any monthly period, the loading of BOD5, NH3-N, or TSS exceeds a Local Limit or IWDP limit, then for the applicable parameter, in calculating the Industrial Loading Fee under §1.2.1, the BOD5 Cost Factor, , NH3-N Cost Factor and/or TSS Cost Factor, applicable to the total loading of that parameter will be 125% of the value set forth in §1.2.1 to compensate for the additional administrative, oversight and management costs associated with managing such excessive loadings.

- 1.2.3. Special Discharge Fee - applicable to discharges with loadings or concentrations that exceed a Local Limit or IWDP limit and that impact sludge handling or disposal methods and costs, necessitate acquisition of nutrient credits, result in damages to the facility, or require extraordinary measures:

Fee = Actual cost incurred by the Company, including but not limited to: (1) additional costs of managing impacted sludge (including costs related to use of alternative disposal facilities, additional monitoring, etc.), (2) costs of acquiring nutrient credits to meet NPDES Permit cap limits; (3) costs of repairs to and restoration of the Treatment Works, including the Collection System and Treatment Plant; or (4) costs of implementing any other measures required to control, manage and address such excessive loadings or concentrations.

(C) means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section W – Industrial Pretreatment Program (Exeter-Area) Compliance**

**(C)**

This Section applies to Industrial and Commercial customers served under Rate Zone 9 of this tariff. All such customers shall comply with the "Industrial Pretreatment Program (Exeter)" ("IPP-E") as required by and submitted to the Pennsylvania Department of Environmental Protection and as may be amended from time to time. The currently effective IPP-E will be made available on the Company's website.

Such customers shall be responsible for the charges and fees scheduled below related to the implementation, administration, and enforcement of the IPP-E, and for the additional costs for treatment of wastewaters from such customers who have loadings and characteristics that are in excess of Domestic Sewage as defined by the IPP-M. Pursuant to the IPP-E, IPP-E fees are set by this tariff. IPP-M fees are separate from and in addition to all other rates chargeable by the Company under this tariff.

The fees as set forth in Schedule IPP-E-1 below will be in effect for customers subject to the IPP-E Terms as defined by IPP-E.

**SCHEDULE IPP-E-1**

**1.1 General Fees**

- 1.1.9. IWDP Application Fee: \$1,000.00
- 1.1.10. IWDP Transfer/Modification/Renewal Fee: \$250.00
- 1.1.11. Facility Inspection Fee: \$250.00 per inspection
- 1.1.12. Monitoring Report Review Fee: \$250.00 per monitoring report
- 1.1.13. Sampling and Analysis Fee: Actual cost of sampling and laboratory analysis plus 25% to cover administrative costs.
- 1.1.14. Accidental Discharge, Slug Control, and/or Monitoring Fee: Actual cost of response to accidental discharges or discharges of slugs loads, including but not limited to the costs incurred for any additional treatment or other actions required to manage such discharges, monitoring and response to such discharges, correction of any resulting contamination or other impacts to the Treatment Works, including the Collection System and Treatment Plant.

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section V – Industrial Pretreatment Program (Exeter-Area) Compliance (cont’d) (C)**

- 1.1.15. Compliance and Enforcement Fee - Administrative and Legal: Actual cost incurred by the Company for investigation and actions to address a User’s non-compliance with the terms of this IPP or any IWDP.
- 1.1.16. Damage Repair: Actual cost for cleaning, repair, replacement and/or correction of any damage to the Treatment Works, including the Collection System and the Treatment Plant, caused or contributed to by a User’s discharge.

**1.3 Specific Fees**

- 1.2.1 Industrial Loading Fee - applicable on a quarterly basis to discharges with loadings above typical Domestic Sewage loadings up to but not exceeding any applicable Local Limit or IWDP limit, based on sampling and analysis by the Company and sampling required to be reported by the User under an IWDP:

Quarterly Fee (\$) = Q x {((BOD5 Actual – BOD5 Domestic) x BOD5 Cost Factor) + ((TSS Actual – TSS Domestic) x TSS Cost Factor)}

Where:

BOD5 Actual = actual concentration of BOD5 in mg/l as measured by the Company or the Industrial User

BOD5 Cost Factor = Treatment cost for BOD5 for the system = 0.0095

BOD5 Domestic = 250 mg/l, the typical concentration in Domestic Sewage

Q = Total flow for the quarter measured in thousand gallons

TSS Actual = actual concentration of TSS in mg/l as measured by the Company or the Industrial User

TSS Cost Factor = treatment cost for TSS for the system = 0.00648

TSS Domestic = 250 mg/l, the typical concentration in Domestic Sewage

**(C)** means Change

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section V – Industrial Pretreatment Program (Exeter-Area) Compliance (cont'd)**

**(C)**

- 1.2.2. Excess Loading Fee - applicable to discharges with loadings that exceed a Local Limit or IWDP limit:

If in any monthly period, the loading of BOD5, or TSS exceeds a Local Limit or IWDP limit, then for the applicable parameter, in calculating the Industrial Loading Fee under §1.2.1, the BOD5 Cost Factor and TSS Cost Factor, applicable to the total loading of that parameter will be 125% of the value set forth in §1.2.1 to compensate for the additional administrative, oversight and management costs associated with managing such excessive loadings.

- 1.2.3. Special Discharge Fee - applicable to discharges with loadings or concentrations that exceed a Local Limit or IWDP limit and that impact sludge handling or disposal methods and costs, necessitate acquisition of nutrient credits, result in damages to the facility, or require extraordinary measures:

Fee = Actual cost incurred by the Company, including but not limited to: (1) additional costs of managing impacted sludge (including costs related to use of alternative disposal facilities, additional monitoring, etc.), (2) costs of acquiring nutrient credits to meet NPDES Permit cap limits; (3) costs of repairs to and restoration of the Treatment Works, including the Collection System and Treatment Plant; or (4) costs of implementing any other measures required to control, manage and address such excessive loadings or concentrations.

**(C) means Change**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

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**RULES AND REGULATIONS**

**Section X – TAXES ON DEPOSITS FOR CONSTRUCTION, CUSTOMER ADVANCES  
AND CONTRIBUTIONS IN AID OF CONSTRUCTION**

The Company will pay income taxes on any deposit, advance, contribution or other like amounts received from an applicant which shall constitute taxable income to the Company as defined by the Internal Revenue Service. Such income taxes shall be segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income tax associated with a deposit, advance or contribution will not be charged to the specific depositor / contributor of the capital.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section X– Industrial Pretreatment Program (Royersford Area) (IPP-R)**

This Section applies to Industrial and Commercial customers served throughout the Company’s service territory under Rate Zone 10 of this tariff. All such customers shall comply with the “Industrial Pretreatment Program (Royersford-Area)” (“IPP-R”) as required by and submitted to the Pennsylvania Department of Environmental Protection and as may be amended from time to time. The currently effective IPP-R will be made available on the Company’s website.

Such customers shall be responsible for the charges and fees scheduled below related to the implementation, administration, and enforcement of the IPP-R, and for the additional costs for treatment of wastewaters from such customers who have loadings and characteristics that are in excess of Domestic Sewage as defined by the IPP-R. Pursuant to the IPP-R, IPP-R fees are set by this tariff. IPP-R fees are separate from and in addition to all other rates chargeable by the Company under this tariff.

The fees as set forth in Schedule IPP-R-1 below will be in effect for customers subject to the IPP-R. Terms are as defined by IPP-R.

**SCHEDULE IPP-R-1**

**1.1. General Fees**

1.1.1. IWDP Application Fee: \$1,000.00

1.1.2. IWDP Transfer/Modification/Renewal Fee: \$250.00

1.1.3. Facility Inspection Fee: \$250.00 per inspection

1.1.4. Monitoring Report Review Fee: \$250.00 per monitoring report

1.1.5. Sampling and Analysis Fee: Actual cost of sampling and laboratory analysis plus 25% to cover administrative costs.

1.1.6. Accidental Discharge, Slug Control, and/or Monitoring Fee: Actual cost of response to accidental discharges or discharges of slugs loads, including but not limited to the costs incurred for any additional treatment or other actions required to manage such discharges, monitoring and response to such discharges, correction of any resulting contamination or other impacts to the Treatment Works, including the Collection System and Treatment Plant.

1.1.7. Compliance and Enforcement Fee - Administrative and Legal: Actual cost incurred by the Company for investigation and actions to address a User’s non-compliance with the terms of this IPP or any IWDP.

1.1.8. Damage Repair: Actual cost for cleaning, repair, replacement and/or correction of any damage to the Treatment Works, including the Collection System and the Treatment Plant, caused or contributed to by a User’s discharge.

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section U – Industrial Pretreatment Program (Royersford -Area)**

**1.2. Specific Fees**

**1.2.1. Industrial Loading Fee** - applicable on a quarterly basis to discharges with loadings above typical Domestic Sewage loadings up to but not exceeding any applicable Local Limit or IWDP limit, based on sampling and analysis by the Company and sampling required to be reported by the User under an IWDP:

Quarterly Fee (\$) =  $0.00834 \times Q \times \{((\text{BOD5 Actual} - \text{BOD5 Domestic}) \times \text{BOD5 Cost Factor}) + ((\text{TSS Actual} - \text{TSS Domestic}) \times \text{TSS Cost Factor}) + ((\text{DS Actual} - \text{DS Domestic}) \times \text{DS Cost Factor})\}$

Where:

BOD5 Actual = actual concentration of BOD5 in mg/l as measured by the Company or the Industrial User

BOD5 Cost Factor = Treatment cost for BOD5 for the system = \$71.60

BOD5 Domestic = 300 mg/l, the typical concentration in Domestic Sewage

TSS Actual = actual concentration of TSS in mg/l as measured by the Company or the Industrial User

TSS Cost Factor = treatment cost for TSS for the system = \$106.41

TSS Domestic = 250 mg/l, the typical concentration in Domestic Sewage

DS Actual = actual concentration of Dissolved Solids in mg/l as measured by the Company or the Industrial User

DS Cost Factor = Treatment cost for Dissolved Solids for the system = \$12.07

DS Domestic = 500 mg/l, the typical concentration in Domestic Sewage

Q = Total flow for the quarter measured in million gallons

**1.2.2. Excess Loading Fee** - applicable to discharges with loadings that exceed a Local Limit or IWDP limit:

If in any monthly period, the loading of BOD5, DS, or TSS exceeds a Local Limit or IWDP limit, then for the applicable parameter, in calculating the Industrial Loading Fee under §1.2.1, the BOD5 Cost Factor, DS Cost Factor and/or TSS Cost Factor, applicable to the total loading of that parameter will be 125% of the value set forth in §1.2.1 to compensate for the additional administrative, oversight and management costs associated with managing such excessive loadings.



**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section U – Industrial Pretreatment Program (Royersford -Area)**

**1.2 Specific Fees (cont'd)**

1.2.3. **Special Discharge Fee** - applicable to discharges with loadings or concentrations that exceed a Local Limit or IWDP limit and that impact sludge handling or disposal methods and costs, necessitate acquisition of nutrient credits, result in damages to the facility, or require extraordinary measures:

Fee = Actual cost incurred by the Company, including but not limited to: (1) additional costs of managing impacted sludge (including costs related to use of alternative disposal facilities, additional monitoring, etc.), (2) costs of acquiring nutrient credits to meet NPDES Permit cap limits; (3) costs of repairs to and restoration of the Treatment Works, including the Collection System and Treatment Plant; or (4) costs of implementing any other measures required to control, manage and address such excessive loadings or concentrations.

## **Exhibit D - Capacity Allocation and Limitations**

Exhibit D – Capacity Allocation and Limitations

<u>Description</u>	<u>Manchester Township</u>	<u>North York Borough</u>	<u>Spring Garden Township</u>	<u>Springetts-bury Township</u>	<u>West Manchester Township</u>	<u>West York Borough/ York Water Company</u>	<u>York Township</u>
<u>Max gallons over 24 hrs</u>	<u>3,092,100</u>	<u>674,600</u>	<u>3,821,400</u>	<u>6,500,000*</u>	<u>4,291,000</u>	<u>1,524,600</u>	<u>4,268,742</u>
<u>Max avg gallons per 24 hrs /7 consecutive days</u>	<u>2,434,900</u>	<u>531,200</u>	<u>3,011,500</u>	<u>4,800,000*</u>	<u>3,378,800</u>	<u>1,200,500</u>	<u>3,363,000</u>
<u>Max flow GPM</u>	<u>4,226</u>	<u>940</u>	<u>5,222</u>	<u>--</u>	<u>5,960</u>	<u>2,084</u>	<u>5,834</u>
<u>Max BOD - over 24 hrs (lbs)</u>	<u>7,479</u>	<u>1,630</u>	<u>9,250</u>	<u>11,609</u>	<u>10,380</u>	<u>2,795</u>	<u>10,328</u>
<u>Max avg BOD per 24hrs/ 7 consecutive days</u>	<u>5,889</u>	<u>1,285</u>	<u>7,284</u>	<u>--</u>	<u>8,170</u>	<u>2,204</u>	<u>8,133</u>
<u>Max TSS - over 24 hrs (lbs)</u>	<u>5,287</u>	<u>1,150</u>	<u>6,539</u>	<u>8,207</u>	<u>7,340</u>	<u>2,476</u>	<u>7,301</u>
<u>Max avg TSS per 24hrs/ 7 consecutive days</u>	<u>4,163</u>	<u>910</u>	<u>5,149</u>	<u>--</u>	<u>5,780</u>	<u>1,954</u>	<u>5,750</u>

“GPM” means “Gallons Per Minute.”

“TSS” means “Total Suspended Solids.”

“BOD” means “Biological Oxygen Demand.”

\*Springettsbury Township allocations include 800,000 gallons from the York Township allocations.

## **Exhibit E - Laterals**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section D - Construction and Maintenance of Facilities**

1. **Customer Service Line:** The Customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the Customer. The Company reserves the right to determine the size, type, quality, depth, and connection location of the customer service lines. Prior to connection to the Company service line, the Customer, at their sole cost, shall have the Customer service line air pressure tested and checked for alignment by a Company approved qualified person under the supervision of a Company representative.
2. **Separate Trench:** The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. **Customer's Responsibilities:** All service lines, connections and fixtures furnished by the customer shall be maintained by the Customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the Customer shall be protected properly by the customer. All leaks in the Customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the Customer as determined solely by the Company. The failure of a Customer to properly install and maintain a service line, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning service line. For Customers who also receive water service from the Company, where an undetected, non-surfacing, underground leak is found in a Customer's Water Service Pipe, the Company shall credit the Customer with a one-time bill adjustment for wastewater service equal to forty percent (40%) of that portion of one month's consumption that exceeds the average monthly usage, based on the prior twelve month period, upon proper verification that the Water Service Pipe leak has been repaired. The Company shall require documentation to establish, to the Company's satisfaction, the existence of such repaired leak at the Customer's premises. Such bill adjustment will be provided only to the extent the Customer has not received a bill adjustment for an undetected, non-surfacing, underground leak at the same premises in the past five (5) years.
4. **Customer Grinder Pump:** In areas of the collection system where the Company has installed a pressure sewage collection system or where required as determined by the Company, the Customer, in conjunction with the construction of their service line, shall install, own, operate, and maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company. The failure of a customer to properly install and maintain a grinder pump, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning grinder pump.
5. **Right to Reject:** The Company may refuse to connect with any customer service line or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.

## **SECTION 33 31 16**

### **PVC SERVICE LATERALS AND CLEANOUTS**

#### **PART 1: GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Whenever directed by the Engineer, the Contractor shall install PVC service laterals from the main line sewer to the property line as detailed on the Contract Drawings including cleanout riser pipe, pipe and fittings, dewatering, excavation, backfill and stone bedding or as may be specifically ordered by the Engineer and at locations ordered by the Engineer.
- B. An approved wye or tee-wye connection fitting shall be installed in the collection main in accordance with the instructions of the pipe manufacturer. The entire connection shall be supported by stone as detailed on the Contract Documents.

##### **1.02 RELATED SECTIONS AND STANDARD DETAILS**

- A. SD-26 to SD-31 Standard Lateral Details
- B. SD-33 Cap Protection Casting Detail
- C. SD-35 to SD-36 Standard Cleanout Details

#### **PART 2: PRODUCTS**

##### **2.01 MATERIALS**

- A. PVC pipe shall be in accordance with ASTM D3034-85b (latest edition) and shall be Class SDR-35 or ASTM F679-86 as applicable. All fittings shall be PVC sewer pipe fittings with a rubber ring in each bell and ring groove so designed as to prevent ring displacement.
- B. A Fernco adapter shall be used for connection to existing piping.
- C. Cast iron cleanout boxes shall be provided where ordered by the Engineer and are primarily to be used where a cleanout may be located in driveways or parking area. Cleanout boxes shall be the top portion of a standard 5¼" valve box as manufactured by Mueller Co. or equal.

#### **PART 3: EXECUTION**

##### **3.01 WORKMANSHIP**

- A. Service connections in any given street shall be laid coincidentally with or shortly after main sewer is installed so that street repairs and cleanup are rapidly completed.

Exhibit D – Capacity Allocation and Limitations

Exhibit D – Capacity Allocation and Limitations

<u>Description</u>	<u>Manchester Township</u>	<u>North York Borough</u>	<u>Spring Garden Township</u>	<u>Springetts-bury Township</u>	<u>West Manchester Township</u>	<u>West York Borough/ York Water Company</u>	<u>York Township</u>
<u>Max gallons over 24 hrs</u>	<u>3,092,100</u>	<u>674,600</u>	<u>3,821,400</u>	<u>6,500,000*</u>	<u>4,291,000</u>	<u>1,524,600</u>	<u>4,268,742</u>
<u>Max avg gallons per 24 hrs /7 consecutive days</u>	<u>2,434,900</u>	<u>531,200</u>	<u>3,011,500</u>	<u>4,800,000*</u>	<u>3,378,800</u>	<u>1,200,500</u>	<u>3,363,000</u>
<u>Max flow GPM</u>	<u>4,226</u>	<u>940</u>	<u>5,222</u>	<u>--</u>	<u>5,960</u>	<u>2,084</u>	<u>5,834</u>
<u>Max BOD - over 24 hrs (lbs)</u>	<u>7,479</u>	<u>1,630</u>	<u>9,250</u>	<u>11,609</u>	<u>10,380</u>	<u>2,795</u>	<u>10,328</u>
<u>Max avg BOD per 24hrs/ 7 consecutive days</u>	<u>5,889</u>	<u>1,285</u>	<u>7,284</u>	<u>--</u>	<u>8,170</u>	<u>2,204</u>	<u>8,133</u>
<u>Max TSS - over 24 hrs (lbs)</u>	<u>5,287</u>	<u>1,150</u>	<u>6,539</u>	<u>8,207</u>	<u>7,340</u>	<u>2,476</u>	<u>7,301</u>
<u>Max avg TSS per 24hrs/ 7 consecutive days</u>	<u>4,163</u>	<u>910</u>	<u>5,149</u>	<u>--</u>	<u>5,780</u>	<u>1,954</u>	<u>5,750</u>

“GPM” means “Gallons Per Minute.”

“TSS” means “Total Suspended Solids.”

“BOD” means “Biological Oxygen Demand.”

\*Springettsbury Township allocations include 800,000 gallons from the York Township allocations.



Exhibit E – Laterals and Mains

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**RULES AND REGULATIONS**

**Section D - Construction and Maintenance of Facilities**

1. **Customer Service Line:** The Customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the Customer. The Company reserves the right to determine the size, type, quality, depth, and connection location of the customer service lines. Prior to connection to the Company service line, the Customer, at their sole cost, shall have the Customer service line air pressure tested and checked for alignment by a Company approved qualified person under the supervision of a Company representative.
2. **Separate Trench:** The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. **Customer's Responsibilities:** All service lines, connections and fixtures furnished by the customer shall be maintained by the Customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the Customer shall be protected properly by the customer. All leaks in the Customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the Customer as determined solely by the Company. The failure of a Customer to properly install and maintain a service line, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning service line. For Customers who also receive water service from the Company, where an undetected, non-surfacing, underground leak is found in a Customer's Water Service Pipe, the Company shall credit the Customer with a one-time bill adjustment for wastewater service equal to forty percent (40%) of that portion of one month's consumption that exceeds the average monthly usage, based on the prior twelve month period, upon proper verification that the Water Service Pipe leak has been repaired. The Company shall require documentation to establish, to the Company's satisfaction, the existence of such repaired leak at the Customer's premises. Such bill adjustment will be provided only to the extent the Customer has not received a bill adjustment for an undetected, non-surfacing, underground leak at the same premises in the past five (5) years.
4. **Customer Grinder Pump:** In areas of the collection system where the Company has installed a pressure sewage collection system or where required as determined by the Company, the Customer, in conjunction with the construction of their service line, shall install, own, operate, and maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company. The failure of a customer to properly install and maintain a grinder pump, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning grinder pump.
5. **Right to Reject:** The Company may refuse to connect with any customer service line or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained.

## **SECTION 33 31 16**

### **PVC SERVICE LATERALS AND CLEANOUTS**

#### **PART 1: GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Whenever directed by the Engineer, the Contractor shall install PVC service laterals from the main line sewer to the property line as detailed on the Contract Drawings including cleanout riser pipe, pipe and fittings, dewatering, excavation, backfill and stone bedding or as may be specifically ordered by the Engineer and at locations ordered by the Engineer.
- B. An approved wye or tee-wye connection fitting shall be installed in the collection main in accordance with the instructions of the pipe manufacturer. The entire connection shall be supported by stone as detailed on the Contract Documents.

##### **1.02 RELATED SECTIONS AND STANDARD DETAILS**

- A. SD-26 to SD-31 Standard Lateral Details
- B. SD-33 Cap Protection Casting Detail
- C. SD-35 to SD-36 Standard Cleanout Details

#### **PART 2: PRODUCTS**

##### **2.01 MATERIALS**

- A. PVC pipe shall be in accordance with ASTM D3034-85b (latest edition) and shall be Class SDR-35 or ASTM F679-86 as applicable. All fittings shall be PVC sewer pipe fittings with a rubber ring in each bell and ring groove so designed as to prevent ring displacement.
- B. A Fernco adapter shall be used for connection to existing piping.
- C. Cast iron cleanout boxes shall be provided where ordered by the Engineer and are primarily to be used where a cleanout may be located in driveways or parking area. Cleanout boxes shall be the top portion of a standard 5¼" valve box as manufactured by Mueller Co. or equal.

#### **PART 3: EXECUTION**

##### **3.01 WORKMANSHIP**

- A. Service connections in any given street shall be laid coincidentally with or shortly after main sewer is installed so that street repairs and cleanup are rapidly completed.

Exhibit F – Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com      Fax: 212-948-0500  <p style="text-align: center;">GAEW</p>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company Of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : AEGIS Insurance Services, Inc.</td> <td></td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company Of America	25674	INSURER B : AEGIS Insurance Services, Inc.		INSURER C : Travelers Indemnity Company of Connecticut	25682	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
<b>INSURED</b> Pennsylvania American Water Company 852 Wesley Drive Mechanicsburg, PA 17055															

**COVERAGES      CERTIFICATE NUMBER:** NYC-008955503-55      **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HC2J-GLSA-2G401576-22	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ Included Above \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			HC2J-CAP-2G401564-22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XL5761204P	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-01494807-22-NC-T	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
EVIDENCE OF COVERAGE ONLY

**CERTIFICATE HOLDER**

Pennsylvania American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17078

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

Exhibit G – Sample Sewer Usage Charges

## Exhibit G– Sample Sewer Usage Charges

*Sample for calculation purposes only, actual invoice may appear differently. Yellow highlighted information is input based on data provided by meter reading reports or from bulk customer*

### Flow Meter

#### Flow meter rate formula:

$(\text{Net Flow Meter Usage}/100) \times \text{Current Bulk Rate (rate/100 gal)}$

#### Sample Calculation

9000.00 x \$0.375 ..... \$3,375.00

#### Sample Flow Meter Inputs:

FM01 - 750,000 gallons

FM02 - 250,000 gallons

FMD01 – (100,000) gallons – deduction

Sum of Flow Meter Usage – 900,000 gallons

### Water Usage Data – (Water usage provided by Bulk Customer):

#### Water usage rate formula:

$((\text{Net water usage for billing period}/100) \times \text{Inl Factor (1.3)}) \times \text{Current Bulk Rate (rate/100 gal)}$

#### Sample Calculation - Water Usage:

(5000.00 x 1.3) x \$0.375 ..... \$2,437.50

#### Sample Usage Data Inputs:

Sum of Water Usage of all Water Usage Customers – 500,000 gallons

### EDU Usage – (EDUs provided by Bulk Customer)

#### EDU usage rate formula:

$((\text{EDU's} \times (350\text{gal}/\text{day}/\text{EDU} / 100)) \times \text{\# days in billing period}) \times \text{Current Bulk Rate (rate/100gal)}$

#### Sample Calculation – EDU's

((50 x 3.5) x 90 days) x \$0.375 ..... \$5,906.25

#### Sample EDU Data Input

Sum of all EDUs – 50

Days in billing period – 90 (fluctuates per billing period)

### Total Invoice

Flow Meter -	\$3,375.00
Usage Data -	\$2,437.50
EDU Usage -	<u>\$5,906.50</u>
Total Bill -	\$11,718.75